

Residential Contract: Schedule



Notice to purchaser:

This is a contract for the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. It is advisable to check section 5 of the *Land and Business (Sale and Conveyancing) Act 1994* regarding any cooling-off rights that you may have and how to exercise them.

1. VENDOR 1:	Primary contact: <input type="checkbox"/>
Legal Entity/ Full Name(s):	<input type="text" value="Martin Matthew Montgomery"/>
ABN (if applicable):	<input type="text"/>
VENDOR 2:	Primary contact: <input type="checkbox"/>
Legal Entity/ Full Name(s):	<input type="text" value="Vicki Kay Montgomery"/>
ABN (if applicable):	<input type="text"/>
VENDOR 3:	Primary contact: <input type="checkbox"/>
Legal Entity/ Full Name(s):	<input type="text"/>
ABN (if applicable):	<input type="text"/>
VENDOR 4:	Primary contact: <input type="checkbox"/>
Legal Entity/ Full Name(s):	<input type="text"/>
ABN (if applicable):	<input type="text"/>

Are there additional vendors? Yes If yes, refer to Annexure - Additional Vendors

VENDOR PRIMARY CONTACT ADDRESS

Street 1:	<input type="text" value="5/30 Norman Road"/>		
Street 2:	<input type="text"/>		
Suburb:	<input type="text" value="Willunga"/>	State:	<input type="text" value="SA"/>
		Postcode:	<input type="text" value="5172"/>

VENDOR'S SOLICITOR OR CONVEYANCER

Firm:	<input type="text" value="TBA"/>		
Person:	<input type="text"/>		
Street 1:	<input type="text"/>		
Street 2:	<input type="text"/>		
Suburb:	<input type="text"/>	State:	<input type="text"/>
		Postcode:	<input type="text"/>

2. PURCHASER 1:	Primary contact: <input type="checkbox"/>		
Legal Entity/ Full Name(s):	<input type="text"/>		
ABN (if applicable):	<input type="text"/>	Email:	<input type="text"/>
PURCHASER 2:	Primary contact: <input type="checkbox"/>		
Legal Entity/ Full Name(s):	<input type="text"/>		
ABN (if applicable):	<input type="text"/>	Email:	<input type="text"/>
PURCHASER 3:	Primary contact: <input type="checkbox"/>		
Legal Entity/ Full Name(s):	<input type="text"/>		
ABN (if applicable):	<input type="text"/>	Email:	<input type="text"/>
PURCHASER 4:	Primary contact: <input type="checkbox"/>		
Legal Entity/ Full Name(s):	<input type="text"/>		
ABN (if applicable):	<input type="text"/>	Email:	<input type="text"/>

Are there additional purchasers? Yes If yes, refer to Annexure - Additional Purchasers

PURCHASER PRIMARY CONTACT ADDRESS

Street 1:	<input type="text"/>		
Street 2:	<input type="text"/>		
Suburb:	<input type="text"/>	State:	<input type="text"/>
		Postcode:	<input type="text"/>

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PURCHASER'S SOLICITOR OR CONVEYANCER

Firm:

Person:

Street 1:

Street 2:

Suburb: State: Postcode:

3. AGENT: Company Name/Legal Entity:

Company Representative:

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable): RLA No:

Telephone: W: M:

Email:

4. PROPERTY: Street 1:

Street 2:

Suburb: State: Postcode:

Council area:

and being the *whole/part of the land in Certificate of Title, Volume: Folio:

being *Attlotment/Section/Unit/Lot on *Strata/Primary/Community/Deposited/Filed Plan No.

in the area named in the Hundred of

Strata/Community Manager: T: N/A

Other description of Property:

5. GST

Is the Vendor liable for GST on the Property? Yes No

If yes, refer to Annexure: Goods and Services Tax (GST)

Is the Agreement concerning the sale of new residential premises or potential residential land as defined in the GST Law? Yes No

If yes, refer to Special Condition - Sale of New Residential Premises or Potential Residential Land.

Note: The response to the previous question, together with the details in the Special Condition - Sale of New Residential Premises or Potential Residential Land, constitutes a Notice under Section 14-255 of the *Tax Administration Act 1953* (Cth)

The Agent is not qualified to provide advice on GST and other taxation issues relating to the sale or purchase of the Property. The Vendor or Purchaser must obtain their own independent professional taxation advice.

6. PURCHASE PRICE

The sum of:	Amount Payable for Property	<input type="text" value="\$"/>
	GST (if applicable):	<input type="text" value="\$"/>
	Total Purchase Price:	<input type="text" value="\$"/>

7. DEPOSIT PAYABLE:

immediately upon signing of this Agreement; or

on the next business day following the expiration of the cooling off period being 2 clear business days following the later date of the execution of the contract and service of the Form 1; or

on or before / / ; or

secured by Guarantee (refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee); or

Other (specify)

(* Delete as applicable)

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8. SETTLEMENT DATE

On the day of
OR
 Within days of the satisfaction of the Special Condition(s) (if any), whichever is the later
Or such other date as may be agreed between the parties in writing

9. INCLUDED CHATTELS: Not applicable

Built-in furniture Dishwasher Window treatments
 Fixed floor coverings Light fittings Rubbish bins
 Other (specify)
 Consumer Credit Chattels (specify)

10. EXCLUDED CHATTELS: Not Applicable Vendor's; and/or Tenant's:

Personal effects Dishwasher Loose floor coverings
 Garden pots and ornaments Rubbish Bins Freestanding furniture
 Other (specify)

11. EXCEPTIONS: None Known Easements Encumbrances Rights Of Way Party Wall Rights

Details Or Any Other Exceptions:

12. TENANCIES: Is sale subject to an existing tenancy? Yes No

Managing Agent T.
Tenant (Name/s)
Term: Fixed: Commencement Date / / End Date / /
 Periodic: Commencement Date / /
Rent: \$ per
Payable in advance Weekly Fortnightly Calendar monthly
Bond lodged with Consumer and Business Services: Yes No
Amount: \$

13. NOTICES AND ORDERS: None known Specify

14. KNOWN BREACHES OF STRATA TITLES ACT 1988/COMMUNITY TITLES ACT 1996: None known Not applicable

Body Corporate Manager: Telephone:
Details of breach:

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**15. ALTERATIONS, REPAIRS AND IMPROVEMENTS ERECTED WITHOUT CONSENT:** None known Specify**16. KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES:** None known Specify**17. COMPLIANCE WITH POOL SAFETY REQUIREMENTS** Not Applicable Not known

- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to pre 1 July 1993 constructed swimming pools.
- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to 1 July 1993 and post 1 July 1993 constructed swimming pools.
- Not compliant
- Specify details of non-compliance

18. WORKS TO BE CARRIED OUT BY VENDOR: Not applicable Specify**19. SPECIAL CONDITIONS:**

Please refer to Special Condition - Foreign Resident Withholding Regime

Is the sale Subject to Finance?

Yes No

If yes, refer to Annexure: Special Condition - Sale Subject to Finance

Is the sale Subject to Sale and Settlement of Purchaser's Property?

Yes No

If yes, refer to Annexure: Special Condition - Sale Subject to Sale and Settlement of Purchaser's property

Is the sale Subject to Settlement of Purchaser's Property?

Yes No

If yes, refer to Annexure: Special Condition - Sale Subject to Settlement of Purchaser's property

Is the sale subject to any other Special Condition?

Yes No

If yes, refer to Annexure

20. FURTHER TERMS OF SALE: Not Applicable

Will the Purchaser provide a guarantee in lieu of paying a deposit?

Yes No

If yes, refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee

Is the sale subject to any other Further Term of Sale

Yes No

If yes, refer to Annexure

A

 OR

As described below

The purchaser warrants that they are legally entitled to purchase the property without the requirement to apply to the foreign investment review board for foreign investment approval prior to purchase. Please note that from 1st April 2025, foreign persons including temporary residents and foreign owned companies cannot apply to purchase an established dwelling in Australia unless an exception applies.

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SPECIAL CONDITION

Foreign Resident Withholding Regime



1. Foreign Resident Withholding

- (a) This special condition applies (despite any other provision of the Agreement) if:
 - (1) the Vendor does not provide a Clearance Certificate to the Purchaser at least 5 Business Days before Settlement; or
 - (2) for any other reason the Purchaser is obliged to pay a Withholding Amount to the Commissioner.
- (b) If this special condition applies:
 - (1) the Purchaser must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement;
 - (2) if the Purchaser provides to the Vendor at Settlement:
 - (A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or
 - (B) a written undertaking from the Purchaser (or Purchaser's Representative) to pay the Withholding Amount to the Commissioner immediately following Settlement; or
 - (C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Vendor, the Purchaser is not required to pay that part of the Purchase Price to the Vendor;
- (c) if special condition 1(b)(2)(B) applies, the Purchaser will be treated as having given an irrevocable authority and direction to the Purchaser's Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.
- (d) Any Variation Notice not provided to the Purchaser at least 5 Business Days before Settlement is to be disregarded for the purposes of determining that amount.
- (e) In this special condition 1:

Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Vendor (and if the Vendor consists of more than one person, to each person who comprises the Vendor) in respect of the sale of the Property.

Commissioner has the meaning given in the Tax Administration Act 1953.

Tax Administration Act means the Tax Administration Act 1953 (Cth).

Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Purchaser under section 14-200 of the Tax Administration Act.

Withholding Amount means the amount which the Purchaser is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

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Contract - Annexure: Special Condition Compendium



1. This Agreement is subject to:

A. Sale and settlement of Purchaser's Property

(a) the Purchaser entering into a contract for the sale of the Purchaser's property described in **Item 1** below ("**Purchaser's Property**") on or before the date described in **Item 2** below ("**Date**") and that contract becoming unconditional on or before the date described in **Item 3** below ("**Unconditional Date**") for not less than the price described in **Item 4** below ("**Price**") (or, if the Purchaser accepts a lesser sum, then that lesser sum) and settlement on that contract taking place on or before the date described in **Item 5** below ("**Purchaser's Settlement Date**");

(b) If in the event the Purchaser:

1. does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or
2. enters into a contract for the sale of the Purchaser's Property on or before the Date but that contract does not become unconditional on or before the Unconditional Date, or
3. does enter into a contract for the sale of the Purchaser's Property on or before the Date but settlement does not take place on that contract on or before the Purchaser's Settlement Date,

then, unless the Purchaser waives this Special Condition in writing, clause 14.3 of the Agreement shall apply;

(c) If in the event that 1, 2 or 3 applies above, and the Purchaser does not deliver to the Vendor a notice in writing waiving its rights under this Special Condition AND also provides documentary evidence that the Purchaser has sufficient funds to complete settlement, within two (2) business days of the Date, then the Vendor can terminate this Agreement in writing with the Purchaser.

B. Settlement of Purchaser's Property

(a) the settlement on the sale of the property described in **Item 1** below ("**Purchaser's Property**") on the date specified in **Item 5** below ("**Purchaser's Settlement Date**") in accordance with the contract entered into by the Purchaser on the date described in **Item 2**.

(b) If settlement does not take place on the sale of the Purchaser's Property on or before the Purchaser's Settlement Date then, unless the Purchaser has given notice in writing to the Vendor waiving this Special Condition, clause 14.3 of the Agreement shall apply.

(c) If settlement does not take place on the sale of the Purchaser's Property on or before the Purchaser's Settlement Date then unless the Purchaser delivers to the Vendor written notice stating that the Purchaser waives its rights under this Special Condition and provides documentary evidence that the Purchaser has sufficient funds to complete settlement within two (2) business days of the Purchaser's Settlement Date, the Vendor can terminate this Agreement by written notice to the Purchaser.

Item 1 Description of Purchaser's Property:

Certificate of Title Details:

Street 1:

Street 2:

Suburb: State: Postcode:

Item 2 Date by which Purchaser is to enter into a contract or entered the contract:

Item 3 Date by which contract is to become unconditional:

Item 4 Price for Purchaser's property: \$

Item 5 Date by which settlement is to be effected:

C. Approval of Finance

(a) the Lender specified in **Item 1** agreeing by the date described in **Item 2** to grant to the Purchaser on or before the settlement date a conditional or unconditional loan of not less than the amount described in **Item 3** and for the Terms specified in **Item 4**.

(b) If the Lender does not agree by the **date specified in Item 2** to grant the loan conditionally or unconditionally to the Purchaser at settlement then clause 14.3 of this Agreement shall apply.

(c) Unless otherwise agreed in writing between the parties, the Purchaser must deliver to the Vendor written notice signed by the Lender that the Lender has agreed to grant the loan conditionally or unconditionally to the Purchaser at Settlement by the **date specified in Item 2** below. Upon notification of the approval to the Vendor this conditional provision will be satisfied and not withstanding that the lender may subsequently withdraw the approval the Purchaser will be bound by this Contract.

Item 1 Lender: Name:

OR any other such person or institution that is deemed acceptable by the Purchaser

Item 2 Date on or before which the Lender is to approve the loan: Date:

Item 3 Minimum amount of loan: Amount: \$

Item 4 Terms of loan: Term of loan (in years): commencing interest rate of loan not exceeding % per annum

2. The Purchaser shall use its best endeavours (including, but not limited to, engaging in proper marketing and advertising, applying for a loan and everything else (if applicable)) to effect the outcomes described above.
3. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including but not limited to the obligation to use best endeavours), then clause 14.3.2 of the Agreement will apply.
4. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

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Contract: Terms and Conditions



1. Agreement for Sale and Purchase

The Vendor agrees to sell the Property and the Purchaser agrees to buy the Property for the Purchase Price on the terms and conditions of this Agreement.

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, unless a contrary intention appears:

- 2.1.1 "Act" means the *Land and Business (Sale and Conveyancing) Act 1994* as amended;
- 2.1.2 "Agent" means the person or entity specified in Item 3 of the Schedule;
- 2.1.3 "Agreement" means this Agreement, the Schedule and any Annexure;
- 2.1.4 "Annexure" means an annexure to this Agreement;
- 2.1.5 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;
- 2.1.6 "Default Rate" means the rate of interest on the date default occurs, five (5) percentage points above the cash rate notified by the Reserve Bank of Australia;
- 2.1.7 "Deposit" means the sum of money specified in Item 7 of the Schedule;
- 2.1.8 "Exceptions" means any easements, rights, privileges and appurtenances referred to on the Certificate of Title and any encumbrances, charges, exceptions, reservations and other interests specified in Item 11 of the Schedule or the Form 1, to which the Property is sold subject to;
- 2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
- 2.1.10 "Form 1" means the Vendor's statement required under section 7 of the Act;
- 2.1.11 "Further Terms" means the terms specified in Item 20 of the Schedule;
- 2.1.12 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.1.13 "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 and any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have the meaning used or attributed to that expression by the GST Law;
- 2.1.14 "Included Chattels" means the items specified in Item 9 of the Schedule;
- 2.1.15 "Income" means all rent, fees, benefits and other monies received or receivable by the Vendor that are directly attributable to the use by any third party of the Property;
- 2.1.16 "Outgoings" means all rates, levies, taxes (including, but not limited to land tax), assessments, charges and all other amounts payable by or chargeable to the Vendor in respect of the Property;
- 2.1.17 "Property" means the land specified in Item 4 of the Schedule together with:
 - (a) the easements, rights, privileges and appurtenances referred to on the Certificate of Title or Form 1; and
 - (b) any improvements and fixtures and fittings; and
 - (c) the Included Chattels;
- 2.1.18 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
- 2.1.19 "Purchaser" means the person or entity specified in Item 2 of the Schedule;
- 2.1.20 "Revenue SA Workspace" means the online portal and workspace made available by the Commissioner for conveyancing practitioners to provide details of Reportable Transactions as described in clause 25.
- 2.1.21 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
- 2.1.22 "Settlement Date" means the date specified in Item 8 of the Schedule;
- 2.1.23 "Special Condition" means a special condition set out in or annexed to this Agreement;
- 2.1.24 "Tenancies" means any tenancy specified in Item 12 of the Schedule;
- 2.1.25 "Transfer" means a Memorandum of Transfer (or other appropriate conveyance) of the Property and where applicable, any other documents supplied by the Vendor to the Purchaser necessary to transfer title to the Property to the Purchaser;
- 2.1.26 "Vendor" means the person or entity specified in Item 1 of the Schedule;
- 2.1.27 "Works" means the items specified in Item 18 of the Schedule.

2.2 Interpretation

In this Agreement, unless a contrary intention appears:

- 2.2.1 words which denote the singular include the plural and vice versa;
- 2.2.2 words which denote natural persons include corporations and vice versa; and
 - (a) reference to a natural person includes that person and that person's personal representatives, assigns and permitted nominees; and
 - (b) reference to a corporation includes such corporation and its successors, assigns and permitted nominees;
- 2.2.3 where a party to this Agreement consists of more than one person then:
 - (a) any covenant or obligation to be performed by that party shall bind each of those persons jointly and severally; and
 - (b) any reference to that party shall include any one or more of those persons;
- 2.2.4 headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its interpretation.
- 2.2.5 may be signed in any number of counterparts and by different persons on separate counterparts. The combination of all counterparts will together constitute the one Agreement.

3. Payment

- 3.1 All monies payable by the Purchaser prior to Settlement will be paid to the Agent to be held in trust until Settlement and will be applied to any amounts due to the Agent and then to the Purchase Price.
- 3.2 The balance of the Purchase Price will be paid at Settlement as directed by the Vendor.

4. Prior to Settlement

- 4.1 The Purchaser must execute and deliver to the Vendor at least seven (7) days before the Settlement Date:
 - 4.1.1 a Transfer; and
 - 4.1.2 any assignment or other instrument required to transfer title to the Property to the Purchaser.
- 4.2 In the event the Purchaser does not provide the Vendor with the Transfer in accordance with clause 4.1, the Purchaser authorises the Vendor to prepare the Transfer at the Purchaser's expense.
- 4.3 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of any bank cheques required at Settlement Date.

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4.4 In the event the Vendor fails to notify the Purchaser in accordance with clause 4.3, the Purchaser must tender the total amount due to the Vendor at Settlement.

5. Settlement

- 5.1 Unless otherwise agreed, Settlement must occur in accordance with Clause 24 on the Settlement Date.
- 5.2 At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other documents required to transfer title to the Property to the Purchaser.
- 5.3 All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date.
- 5.4 For the purposes of clause 5.3, the following method of adjustment will apply (as applicable):
- 5.4.1 the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;
 - 5.4.2 land tax will be adjusted on a single holding basis;
 - 5.4.3 if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then clause 8 applies.
 - 5.4.4 Any adjustment between Vendor and Purchaser is to be calculated on a single holding basis, unaffected by any increase in the rate of tax resulting from the Vendor's other land holdings or the Vendor's form of ownership in accordance with the *Land Tax Act 1936* (as amended), including without limitation any increase related to aggregated land holdings or trust surcharges.
 - 5.4.5 The Vendor acknowledges and agrees that it will not cancel any beneficiary nominations made for a trust that owns the Land between the Settlement Date and 30 June of that same financial year if such cancellation would have the effect of increasing the land tax payable by the Purchaser.
 - 5.4.6 If the registered owner of the Land has died prior to 30 June and the Vendor has the benefit of a principal place of residence land tax exemption for the Land which continues into the next financial year following such death, then:
 - (a) the Purchaser may request the Vendor provide proof that it has complied with Regulation 4 of the Land Tax Regulations 2010 (as amended); and
 - (b) the Purchaser may request from the Vendor proof of any relief granted by the Commissioner to the Vendor on account of land tax assessment relating to any financial year after the date of death, failing which the Purchaser may apply to the Commissioner to review the Vendor's principal place of residence exemption on land tax for the period prior to settlement and the parties shall adjust land tax based on the Commissioner's response.
 - 5.4.7 In the event that the Vendor disputes any rates, taxes or levies relating to the Land and has lodged an objection with the Valuer-General of South Australia prior to the Settlement Date, then the parties acknowledge and agree that:
 - (a) the Vendor must continue to pay all rates, taxes and levies as they fall due until settlement as if no objection was lodged; and
 - (b) the Vendor may retain the right and control of continuing such objection after settlement (only as it relates to the period prior to settlement) and if after the Settlement Date the objection results in an amendment to the amount of rates, taxes or levies payable for the Land, then the parties shall re-adjust such rates, taxes or levies in accordance with this clause 5.4 within 10 Business Days.
- 5.5 If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on Settlement.
- 5.6 The parties may settle under protest if there is a dispute in respect of amounts payable under this Agreement and Settlement will not in any way constitute a waiver of the rights of either party.

6. Vacant Possession

- 6.1 Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.
- 6.2 For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:
- 6.2.1 the removal of the Excluded Chattels and making good any damage arising from that removal;
 - 6.2.2 giving possession of the Included Chattels free of any debt or encumbrance;
 - 6.2.3 delivering all keys and security devices to the Property to the Purchaser.

7. Title and Risk

- 7.1 Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser;
- 7.2 the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition, fair wear and tear excluded.
- 7.3 The Certificate of Title will be conclusive evidence of the Vendor's title.

8. Strata and Community Title

If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:

- 8.1 The following further adjustments between the parties shall be made:
- 8.1.1 if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and
 - 8.1.2 if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.
- 8.2 The Vendor declares that, to its best knowledge, and except as shown in Item 14 of the Schedule, there is presently no breach of the Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the corporations.
- 8.3 The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 139 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

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8.4 If requested by the Purchaser in writing, the Vendor will apply to the Secretary of the Strata or Community Title Corporation to authorise the Purchaser to inspect the records of the Corporation in accordance with the provisions of section 41 of the Strata Titles Act 1988 or section 139 of the Community Titles Act 1996 as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

9. Misdescription

Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Property but either party will be entitled to compensation from the other for any loss or damage arising from the error or misdescription if notified and demanded within fourteen (14) days of Settlement.

10. Vendor Warranties

Except as outlined in the Schedule or the Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement that:

- 10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the *Fences Act 1975*;
- 10.2 there are no outstanding demands, orders or requisitions relating to the Property;
- 10.3 there are no proposals for the redirection or alteration of any road adjoining the Property that would materially affect the value or use of the Property;
- 10.4 there are no amounts owing to any authority for any works performed by that authority in respect of the Property;
- 10.5 where there is a pool on the Property, that unless specified in Item 17 of the Schedule, the pool complies with all relevant safety requirements as specified in relevant legislation, regulations and standards governing pool safety;
- 10.6 since becoming the registered proprietor of the Property, no unapproved building work has been carried out on the Property.

11. Boundaries

The Vendor does not warrant that:

- 11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;
- 11.2 there are no improvements or fixtures upon adjoining land encroaching on the Property;
- 11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.

12. Works

Before Settlement, the Vendor will carry out the Works (if any).

13. Further Terms

- 13.1 The parties agree to comply with the Further Terms (if any).
- 13.2 In the case of inconsistency between these terms and conditions and the Further Terms, the Further Terms shall apply to the extent of any inconsistency.

14. Special Conditions

- 14.1 This Agreement is subject to the satisfaction of the Special Conditions (if any).
- 14.2 The party required to satisfy a Special Condition must use its best endeavours to do so on or before the date specified in that Special Condition (or if not specified, within twenty one (21) days of the date of this Agreement).
- 14.3 If a party fails to satisfy a Special Condition then:
 - 14.3.1 if the party required to satisfy the Special Condition complies with clause 14.2 and such other terms and conditions as specified in the Special Condition, then either party may terminate this Agreement upon written notice to the other party; or
 - 14.3.2 if the party required to satisfy the Special Condition fails to comply with clause 14.2, or is otherwise in breach of such other terms and conditions specified in the Special Condition, then such an event will be deemed a default under this Agreement and:
 - (a) if the Purchaser is in default, clauses 15.3 and 15.4 will apply; or
 - (b) if the Vendor is in default, clauses 16.1 and 16.2 will apply.
- 14.4 If this Agreement is terminated pursuant to clause 14.3.1, then any monies paid by or on behalf of the relevant party under this Agreement shall be refunded to that party.
- 14.5 If this Agreement is terminated pursuant to, or as a result of clause 14.3.2 then:
 - 14.5.1 if the Purchaser is in default, clauses 15.10 and 15.11 will apply; or
 - 14.5.2 if the Vendor is in default, clause 16.2 will apply

15. Purchaser's Default

- 15.1 If for any reason whatsoever, except for the neglect or default of the Vendor, Settlement does not occur on the Settlement Date (or some other date as agreed in writing between the parties), the Purchaser must pay interest on the total Purchase Price (less any deposit paid) from the Settlement Date until the earlier of the date full payment is made or the date of termination, at the Default Rate.
- 15.2 The payment of interest under clause 15.1 shall be in addition to, and without prejudice to any other rights or remedies the Vendor has by reason of the Purchaser's default.
- 15.3 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit or any part of the Deposit, or otherwise fails to observe or perform any obligations imposed on the Purchaser under this Agreement prior to the Settlement Date (or such other date as specified), the Vendor may give the Purchaser written notice requiring the Purchaser to remedy the default ("Notice of Default") within three (3) business days of the date of the Notice of Default. If the Purchaser fails to remedy the default within the time specified in the Notice of Default, the Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.
- 15.4 A Notice of Default under clause 15.3:
 - 15.4.1 may be given at any time after the occurrence of the default;
 - 15.4.2 must state that unless the default identified in the Notice of Default is remedied within the time specified, this Agreement will automatically terminate.
- 15.5 If the Purchaser fails to complete Settlement on the Settlement Date and does not settle within three (3) business days from the Settlement Date, the Vendor may provide the Purchaser with a notice to complete settlement ("Notice of Completion").
- 15.6 The Notice of Completion must appoint a time for Settlement (with a minimum ten (10) business days notice) and require the Purchaser to settle at the time provided in the Notice of Completion.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



- 15.7 If the Purchaser does not comply with the Notice of Completion, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights.
- 15.8 A Notice of Completion can be given more than once.
- 15.9 The Vendor may, but is not obliged to, waive its right to a re-adjustment of Outgoings if Settlement is postponed due to the Purchaser's default.
- 15.10 If this Agreement is terminated in accordance with this clause 15, the Vendor may retain the Deposit and (at the Vendor's option):
- 15.10.1 retain the Property; or
 - 15.10.2 resell the Property; and
- in either event sue the Purchaser for damages for breach of contract.
- 15.11 If the Vendor elects to resell the Property pursuant to clause 15.10.2, then:
- 15.11.1 the Purchaser will forthwith be required to pay to the Vendor:
 - (a) any deficiency between the Purchase Price and the price obtained upon reselling the Property; and
 - (b) all costs, expenses and fees associated with or arising from the resale, by way of liquidated damages (the Purchaser receiving credit for any Deposit); and
 - 15.11.2 the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
- 15.12 The Vendor is not required to tender a Transfer before exercising any of its rights under this clause 15.
- 15.13 If the Settlement Date is postponed, all Income from the Property shall be readjusted as at midnight on the day preceding Settlement, but Outgoings shall remain adjusted to the Settlement Date.

16. Vendor's Default

- 16.1 Without prejudice to any other rights, if the Vendor is in breach of this Agreement, the Purchaser must give the Vendor written notice to remedy the default within three (3) business days of service of the notice.
- 16.2 Where the Vendor fails to comply with that notice, the Purchaser may:
- 16.2.1 terminate this Agreement by further written notice in which case all monies paid by the Purchaser must be refunded by the Vendor forthwith; or
 - 16.2.2 postpone the Settlement Date until such time as the breach is remedied in which case the Vendor will pay to the Purchaser (at the Purchaser's absolute discretion):
 - (a) interest at the Default Rate on the full Purchase Price from the Settlement Date to the date when the breach ceases and is notified to the Purchaser; or
 - (b) the amount of the actual damage suffered by the Purchaser.
- 16.3 If the Settlement Date is postponed, all Outgoings from the Property shall be readjusted to midnight on the day preceding Settlement, but Income remains adjusted to the Settlement Date.

17. Time

Time is of the essence in respect of any obligation under clauses 15, 16, 24 and 25.

18. Goods and Services Tax (GST)

If the Vendor and Purchaser acknowledge that GST applies to any supply made under or in connection with this Agreement by the Vendor, then it applies in accordance with the GST Annexure to this Agreement.

19. Miscellaneous

- 19.1 Notices under this Agreement:
- 19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
 - 19.1.2 may be served:
 - (a) by being left at the last known residence or place of business of the intended recipient; or
 - (b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;
 - (c) by email to the email address of a party or a party's representative as provided in this Agreement.
 - 19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting or if by email then at the time of sending the email; and
 - 19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.
 - 19.1.5 either party may charge the other party for its reasonable costs for preparing and serving any Default Notice or Notice to Complete under this Agreement up to a maximum amount of \$700 (exclusive of GST) per notice together with any incidental out of pocket costs reasonably incurred (including the costs of service), and any amount so charged must be paid at Settlement or on termination of this Agreement.
- 19.2 No Merger
The provisions of this Agreement shall not merge upon Settlement.
- 19.3 Cheques
- 19.3.1 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.
 - 19.3.2 Any other payment due under this Agreement shall be made either in cash, by bank cheque or electronic transfer of funds to the Parties nominated bank account
- 19.4 Costs
The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.
- 19.5 Date of this Agreement
The date of this Agreement is the date on which the last of the parties executes it.
- 19.6 Legal Capacity of Purchaser
- 19.6.1 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.
 - 19.6.2 The Purchaser further warrants that it is not (except as set out in any Special Condition) required to seek approval for purchase under the Foreign Acquisitions and Takeovers Act 1975 as amended and any breach of this clause entitles the Vendor to terminate.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



20. Privacy Act 1988

- 20.1 The parties agree and acknowledge that the Agent uses personal information collected from the Purchaser and Vendor to act as the Vendor's agent and to perform their obligations under this Agreement.
- 20.2 The Agent may disclose this information to other parties including conveyancers, connection services, legal advisers, financial institutions and government bodies.
- 20.3 The Agent will only disclose information in the way described in clause 20.2 as required to perform its duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.
- 20.4 If the Vendor or Purchaser would like to access this information or correct or update this information, they can do so by contacting the Agent at the address and telephone number provided in this Agreement.

21. Other Conditions

This Agreement includes other terms and conditions as specified in or attached to this Agreement (including Annexures).

22. Governing Law

This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.

23. General

If any provision of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

24. eConveyancing Conditions

- 24.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties agree that Settlement will take place using an Electronic Lodgement Network (Electronic Conveyancing), in accordance with the *Electronic Conveyancing National Law (South Australia) Act 2013 (ECNL)*, and Participation Rules for Electronic Conveyancing determined by the Registrar-General in accordance with Section 23 of the ECNL (**Participation Rules**) unless:
 - 24.1.1 Lodgement of instruments under this Agreement (in whole or in part) are not eligible to be lodged electronically in accordance with the ECNL and the Participation Rules, or any other directions or requirements issued from time to time by the Registrar General or the Land Registry;
 - 24.1.2 Either party gives a valid notice that Settlement will not be completed by Electronic Conveyancing.
- 24.2 The parties acknowledge and agree that it is the Purchaser's right to nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Agreement, and the Vendor agrees to accept and use the same ELNO in circumstances where:
 - 24.2.1 the settlement under this Agreement must be an Electronic Conveyance; and
 - 24.2.2 the Participation Rules do not permit interoperability between two or more approved ELNOs.
- 24.3 To the extent the Participation Rules and the Operating Requirements determined by the Registrar-General in accordance with Section 22 of the ECNL (**Operating Requirements**) permit interoperability between two or more ELNOs, then either party may select and use their own approved ELNO for the Electronic Conveyance.
- 24.4 To the extent the Participation Rules and Operating Requirements do not permit interoperability between two or more ELNOs:
 - 24.4.1 the Purchaser shall nominate an approved ELNO within 10 Business Days of the date of this Agreement or within 2 Business Days of receiving a request from the Vendor as to the ELNO nomination; and
 - 24.4.2 failing the Purchaser making a nomination within such 2 Business Day period of receiving the Vendor's request then the Vendor may nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Contract.
- 24.5 The Vendor must within 14 Business Days of the date of this Agreement:
 - 24.5.1 create an Electronic Workspace;
 - 24.5.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
 - 24.5.3 invite the Purchaser and the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.6 The Purchaser must:
 - 24.6.1 accept the Vendor's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
 - 24.6.2 populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
 - 24.6.3 invite the Purchaser's mortgagee (if any) to join the Electronic Workspace.
- 24.7 If the Vendor does not comply with clause 24.5 the Purchaser may:
 - 24.7.1 create an Electronic Workspace;
 - 24.7.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
 - 24.7.3 invite the Vendor and the Purchaser's mortgagee (if any) to join the Electronic Workspace; and
 - 24.7.3 the Vendor must:
 - (a) accept the Purchaser's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
 - (b) populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
 - (c) invite the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.8 The Electronic Workspace is an electronic address for the service of notices and for written communications for the purposes of the ECNL and any electronic transaction legislation.
- 24.9 Settlement occurs under this clause 24 when the Electronic Workspace records that:
 - 24.9.1 The exchange of funds between financial institutions in accordance with the instructions of the parties has occurred; or
 - 24.9.2 If there is no exchange of funds or other value, the documents necessary to enable the Purchaser to become the registered proprietor of the Land have been accepted by the Registrar General for electronic lodgement.
- 24.10 The parties must agree in writing on a method, time and place for delivery or exchange of any documents relating to the sale that cannot be delivered or exchanged using the Electronic Workspace. If the parties cannot agree, the party who holds the documents holds them in escrow for the benefit of the party who is entitled to them and the party holding the documents must deliver the documents as reasonably directed by the person entitled to them immediately after Settlement.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



24.11 If by reason of an electronic or computer system failure of any of the Land Registry, the Reserve Bank of Australia or the ELNO Settlement does not occur on the Settlement Date, the failure to settle does not constitute a breach or default by either party under this Agreement, and the parties will do all things reasonably necessary to complete settlement as an Electronic Conveyance on the next Business Day or such other date as the parties may agree or if Settlement is not able to be completed as an Electronic Settlement by reason of the failure of the electronic or computer systems of the Land Registry and only if the Electronic Workspace allows, the parties by agreement may elect to proceed with a financial settlement notwithstanding that settlement cannot be completed as an Electronic Conveyance, and do all other things necessary to complete Settlement.

25. Commonwealth Reporting

25.1 Reportable Transactions

The parties acknowledge and agree that:

- 25.1.1 the transactions contemplated by this Contract, including without limitation the Transfer, may constitute a reportable transaction pursuant to Section 396 of the Tax Act (Reportable Transaction); and
- 25.1.2 to the extent this Contract contains Reportable Transactions, the parties agree to promptly comply with any State or Commonwealth requirements relating to the Reportable Transactions and to direct and authorise their respective conveyancing practitioners to do the same.

25.2 Creation of RevenueSA Workspace

25.2.1 The Purchaser must at least 7 Business Days prior to the Settlement Date:

- (a) create a RevenueSA Workspace;
- (b) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Purchaser and other particulars that may be required for the relevant Reportable Transaction; and
- (c) invite the Vendor to join the RevenueSA Workspace.

25.2.2 The Vendor must at least 1 Business Days prior to the Settlement Date:

- (a) create a RevenueSA Workspace;
- (b) accept the Purchaser's invitation to join the RevenueSA Workspace; and
- (c) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Vendor and other particulars that may be required for the relevant Reportable Transaction.

25.2.3 Provided the Purchaser has complied with its obligations under clause 25.2.1, if the Vendor does not comply with clause 25.2.2 the Purchaser may at any time before settlement:

- (a) populate the RevenueSA Workspace with sufficient details of the Vendor and other particulars that may be required for the relevant Reportable Transaction and proceed with settlement on the Settlement Date; or
- (b) if the Purchaser is unable to settle by the Settlement Date for any reason relating to the Vendor's non-compliance with clause 25.2.2, the Purchaser may extend the Settlement Date without penalty for up to 5 Business Days.

26. Electronic Communications

The parties to this contract each consent to either of them or their representatives signing the contract and any notices or documents under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this contract and any notices or documents under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

INITIALS

Initials not required if using electronic signature

Contract: Execution



EXECUTED AS AN AGREEMENT

Signed by or on behalf of Purchaser 1

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 2

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 3

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 4

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

INITIALS

Initials not required if using electronic signature

Contract: Execution Page



EXECUTED AS AN AGREEMENT

Signed by or on behalf of Vendor 1

Date:

Vendor Name

Martin Matthew Montgomery

in the presence of:

Date:

Witness Name

Signed by or on behalf of Vendor 2

Date:

Vendor Name

Vicki Kay Montgomery

in the presence of:

Date:

Witness Name

Signed by or on behalf of Vendor 3

Date:

Vendor Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Vendor 4

Date:

Vendor Name

in the presence of:

Date:

Witness Name

Vendor / Purchaser Please Note:

1. REISA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

AUCTION CONDITIONS

Applicable Not Applicable

The Conditions of Sale of Real Property by Public Auction of the Real Estate Institute of South Australia exhibited prior to the Auction shall apply to the Agreement. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount determined by the auctioneer or Agent prior to the auction and advised by the Purchaser prior to the auction) is payable immediately upon the highest successful acceptance of the bid above the reserve.

Note: There is no "cooling-off" period under the Act for sale under auction conditions or if the Purchaser waives the right to "cool-off" by obtaining independent legal advice and delivering a Certificate (section 5 of the Act) to the Agent.

INITIALS

Initials not required if using electronic signature

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 6036 Folio 868

Parent Title(s) CT 6028/878
Creating Dealing(s) ACT 11172094
Title Issued 12/06/2009 **Edition** 3 **Edition Issued** 16/12/2021

Estate Type

FEE SIMPLE

Registered Proprietor

MARTIN MATTHEW MONTGOMERY
VICKI KAY MONTGOMERY
OF 12 KESTREL CIRCUIT SEAFORD RISE SA 5169
AS JOINT TENANTS

Description of Land

LOT 5 PRIMARY COMMUNITY PLAN 25033
IN THE AREA NAMED WILLUNGA
HUNDRED OF WILLUNGA

Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED B ON CP 25033 FOR WATER SUPPLY PURPOSES (RE 6747377)

Schedule of Dealings

Dealing Number	Description
13680683	MORTGAGE TO MEMBERS EQUITY BANK LTD. (ACN: 070 887 679)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
07/05/2009	11172096	SCHEME DESCRIPTION	FILED
28/09/2016	12606866	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

DESCRIPTION:

ITEM 20. FURTHER TERMS OF SALE

THE PURCHASER ACKNOWLEDGES AND AGREES:

(A) TO BE SERVED THE FORM 1 VIA EMAIL.

(B) THEY HAVE HAD THE OPPORTUNITY TO OBTAIN AN R3 NOTICE.

(C) THEY HAVE ENTERED INTO THIS AGREEMENT RELYING ON THEIR OWN JUDGMENT AND PROFESSIONAL ADVICE AFTER SATISFACTORY INSPECTION AND INVESTIGATION OF THE PROPERTY; AND

(D) NO WARRANTIES, REPRESENTATIONS OR ASSURANCES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ARE GIVEN BY THE VENDOR OR ITS AGENT AND ALL WARRANTIES, REPRESENTATIONS AND ASSURANCES ARE EXCLUDED AND NEGATED TO THE FULL EXTENT PERMISSIBLE AT LAW.

INITIALS

Initials not required if using electronic signature

Form R3

Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

<p>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.</p>

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: **MARTIN MATTHEW MONTGOMERY AND VICKI KAY MONTGOMERY**
Address: **UNIT 5, 30 NORMAN ROAD WILLUNGA SA 5172**
- 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): / /20
- 6 Description of the land: **UNIT 5, 30 NORMAN ROAD WILLUNGA SA 5172 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6036 FOLIO 868 BEING LOT 5 PRIMARY COMMUNITY PLAN 25033 IN THE AREA NAMED WILLUNGA 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:
UNIT 5, 30 NORMAN ROAD WILLUNGA SA 5172
(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
(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, **MARTIN MATTHEW MONTGOMERY AND VICKI KAY MONTGOMERY**, of **UNIT 5, 30 NORMAN ROAD WILLUNGA SA 5172** 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:

26 / 12 / 2025

26 / 12 / 2025

Martin Matthew Montgomery

Vicki Montgomery

Signed:

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

(section 9)

To the purchaser:

I, **MELANIE SUSAN WOMERSLEY** 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: 26/12/2025



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

1.1	Mortgage of land	<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> CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered): 13680683</p> <p>Name of mortgagee: MEMBERS EQUITY BANK LTD.</p>	<p>YES</p> <p>YES</p> <p>YES</p>
1.2	<p>Easement (whether over the land or annexed to the land)</p> <p>Note—</p> <p>"Easement" includes rights of way and party wall rights</p> <p>*REFER PROPERTY INTEREST REPORT: NOTATION IN RESPECT OF STATUTORY EASEMENTS – THIS NOTICE DOES NOT NECESSARILY IMPLY THAT ANY STATUTORY OR OTHER EASEMENT EXISTS</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> REFER PROPERTY INTEREST REPORT – STATUTORY EASEMENTS</p> <p>Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</p> <p>Nature of easement: STATUTORY EASEMENTS</p> <p>Are you aware of any encroachment on the easement? NO</p> <p>If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given? N/A</p> <p>If YES, give details:</p>	<p>YES*</p> <p>NO</p> <p>YES</p>

<p>Easement (whether over the land or annexed to the land)</p>	<p><i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i></p>	<p>YES NO</p>
<p>Note— "Easement" includes rights of way and party wall rights</p>	<p><i>Are there attachments?</i> CERTIFICATE OF TITLE, CP25033 AND LOCAL GOVERNMENT (COUNCIL) SEARCH GENERAL - EASEMENTS REFER THE LAND MARKED B ON CP25033 Description of land subject to easement: PORTION OF THE LAND MARKED B ON CP25033 Nature of easement: TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED B ON CP 25033 FOR WATER SUPPLY PURPOSES (RE 6747377) Are you aware of any encroachment on the easement? NO If YES, give details: If there is an encroachment, has approval for the encroachment been given? N/A If YES, give details:</p>	<p>YES</p>
<p>1.3 Restrictive covenant</p>	<p><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 Name of person in whose favour restrictive covenant operates: COMMUNITY CORPORATION 25033 INC. Does the restrictive covenant affect the whole of the land being acquired? YES If NO, give details: Does the restrictive covenant affect land other than that being acquired? YES</p>	<p>YES NO YES</p>
<p>1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) NOT APPLICABLE</p>	<p><i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> Names of parties: Period of lease, agreement for lease etc: Amount of rent or licence fee: Is the lease, agreement for lease etc in writing?</p>	<p>YES</p>

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

- (a) the Act under which the lease or licence was granted:
- (b) the outstanding amounts due (including any interest or penalty):

5. Development Act 1993

5.1	section 42—Condition (that continues to apply) of a development authorisation	<i>Is this item applicable?</i>	YES
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
		<i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS	YES
		Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS	

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed)</i> , the <i>City of Adelaide Development Control Act 1976 (repealed)</i> , the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1967 (repealed)</i> NOT APPLICABLE	<i>Is this item applicable?</i>	
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	
		<i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING ACT 1982 (REPEALED), BUILDING ACT 1971 (REPEALED) AND PLANNING AND DEVELOPMENT ACT 1966 (REPEALED)	YES
		Nature of condition(s):	

29. Planning, Development and Infrastructure Act 2016

29.1	Part 5- Planning and Design Code	<i>Is this item applicable?</i>	YES
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
		<i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PART 5 – PLANNING AND DESIGN CODE	YES
		Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): ZONE: TOWNSHIP NEIGHBOURHOOD (TN) SUBZONE: NIL ZONING OVERLAYS: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH ZONING OVERLAYS	
		Is there a State heritage place on the land or is the land situated in a State heritage area? NO	
		Is the land designated as a local heritage place? NO	

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? **NO**

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

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

29.2 section 127—Condition (that continues to apply) of a development authorisation
NOT APPLICABLE

Is this item applicable?

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

Are there attachments: LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127 **YES**

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

31. Public and Environmental Health Act 1987 (repealed)

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

Is this item applicable?

YES

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

NO

Are there attachments? LOCAL GOVERNMENT (COUNCIL) SEARCH PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (REPEALED) PUBLIC AND ENVIRONMENTAL HEALTH (WASTE CONTROL) REGULATIONS 2010 (OR 1995) REVOKED PART 2 – CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL **YES**

Date of approval: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (REPEALED) PUBLIC AND ENVIRONMENTAL HEALTH (WASTE CONTROL) REGULATIONS 2010 (OR 1995) REVOKED PART 2 – CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL

Name of relevant authority that granted the approval: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (REPEALED) PUBLIC AND ENVIRONMENTAL HEALTH (WASTE CONTROL) REGULATIONS 2010 (OR 1995) REVOKED PART 2 – CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL

Condition(s) of approval: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (REPEALED) PUBLIC AND ENVIRONMENTAL HEALTH (WASTE CONTROL) REGULATIONS 2010 (OR 1995) REVOKED PART 2 – CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL

36. Other Charges		
36.1 Charge of any kind affecting the land (not included in another item)	<i>Is this item applicable?</i>	YES
	<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO*
	<i>Are there attachments?</i> STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)	YES
	Person or body in whose favour charge exists: MARTIN MONTGOMERY BEHALF OF COMMUNITY CORPORATION NO. 25033 INC. Nature of charge: REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996) 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. 25033 INC.**
Address of community corporation: **30 NORMAN ROAD WILLUNGA SA 5172**
- 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:
1,380/10,000

[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 FOR ANY MEETINGS HELD FOR THE CORPORATION IN THE YEARS PRECEDING HAVE BEEN ATTACHED.
 - (b) a copy of the statement of accounts of the community corporation last prepared; **ATTACHED**
 - (c) a copy of current policies of insurance taken out by the community corporation. **CONFIRMATION OF PLACEMENT OF COVER**
- 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.
- 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)**
- 8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name: **MARTIN MONTGOMERY**

Address: **UNIT 5, 30 NORMAN ROAD WILLUNGA SA 5172**

Note—

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

Schedule—Division 3—Community lots and strata units

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

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 25033

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 _____ 20

Signed: _____

Purchaser(s)

Property Interest Report

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

Title Reference	CT 6036/868	Reference No. 2740362
Registered Proprietors	M M & V K*MONTGOMERY	Prepared 16/12/2025 11:54
Address of Property	Unit 5, 30 NORMAN ROAD, WILLUNGA, SA 5172	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

- | | | |
|------|--|---|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply

also

Contact the vendor for these details |

6. Repealed Act conditions

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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
|-----|--|---|

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. **Land Tax Act 1936**

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

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

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

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

21. **Local Government Act 1999**

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

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

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

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

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

24. **Mining Act 1971**

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

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

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title
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 or phone PlanSA on 1800 752 664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997 (repealed)*

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

36. **Other charges**

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference: CT 6036/868
Status: CURRENT
Edition: 3

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
07/05/2009	27/05/2009	11172096	SCHEME DESCRIPTION	FILED	C25033
28/09/2016	21/11/2016	12606866	BY-LAWS	FILED	C25033

Registrar-General's Notes

No Registrar-General's Notes exist for this title

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 6036 Folio 868

Parent Title(s) CT 6028/878
Creating Dealing(s) ACT 11172094
Title Issued 12/06/2009 **Edition** 3 **Edition Issued** 16/12/2021

Estate Type

FEE SIMPLE

Registered Proprietor

MARTIN MATTHEW MONTGOMERY
VICKI KAY MONTGOMERY
OF 12 KESTREL CIRCUIT SEAFORD RISE SA 5169
AS JOINT TENANTS

Description of Land

LOT 5 PRIMARY COMMUNITY PLAN 25033
IN THE AREA NAMED WILLUNGA
HUNDRED OF WILLUNGA

Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED B ON CP 25033 FOR WATER SUPPLY PURPOSES (RE 6747377)

Schedule of Dealings

Dealing Number	Description
13680683	MORTGAGE TO MEMBERS EQUITY BANK LTD. (ACN: 070 887 679)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
07/05/2009	11172096	SCHEME DESCRIPTION	FILED
28/09/2016	12606866	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference CT 6036/868
Status CURRENT
Easement YES
Owner Number 15223768
Address for Notices U 5/30 NORMAN RD WILLUNGA 5172
Area 600m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

MARTIN MATTHEW MONTGOMERY
VICKI KAY MONTGOMERY
OF 12 KESTREL CIRCUIT SEAFORD RISE SA 5169
AS JOINT TENANTS

Description of Land

LOT 5 PRIMARY COMMUNITY PLAN 25033
IN THE AREA NAMED WILLUNGA
HUNDRED OF WILLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 11322142
Dealing Date 05/01/2010
Sale Price \$165,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13680683	MEMBERS EQUITY BANK LTD. (ACN: 070 887 679)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1346175857	CURRENT	Unit 5, 30 NORMAN ROAD, WILLUNGA, SA 5172

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
07/05/2009 11:55	11172096	SCHEME DESCRIPTION	FILED
28/09/2016 14:46	12606866	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1346175857
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2009
Property Location	Unit 5, 30 NORMAN ROAD, WILLUNGA, SA 5172
Local Government	ONKAPARINGA
Owner Names	VICKI KAY MONTGOMERY MARTIN MATTHEW MONTGOMERY
Owner Number	15223768
Address for Notices	U 5/30 NORMAN RD WILLUNGA 5172
Zone / Subzone	TN - Township Neighbourhood
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	8HDG RV
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C25033 LOT 5	CT 6036/868

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$355,000	\$1,025,000			
Previous	\$305,000	\$890,000			

Building Details

Valuation Number	1346175857
Building Style	Conventional
Year Built	2010
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	262 sqm
Number of Main Rooms	8

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

COMMUNITY PLAN NUMBER
CP 25033

PLAN TYPE PRIMARY
THIS IS SHEET 1 OF 2 SHEETS
DEPOSITED 26/5/2009 *Mark Weber*
PRO REGISTRAR GENERAL
CLOSURE CHECKED MP PLAN EXAMINED SV PLAN APPROVED *Slagmud* 15-10-08 P.M.S. APPROVED -

TITLE REFERENCE PT CT 5059/394

LAND DESCRIPTION
ALLOTMENT 500
IN DP 79045

HUNDRED WILLUNGA
AREA WILLUNGA
COUNCIL CITY OF ONKAPARINGA

MAP REFERENCE 6627-30-g

O.B. DP 79045 TOTAL AREA 5304m²

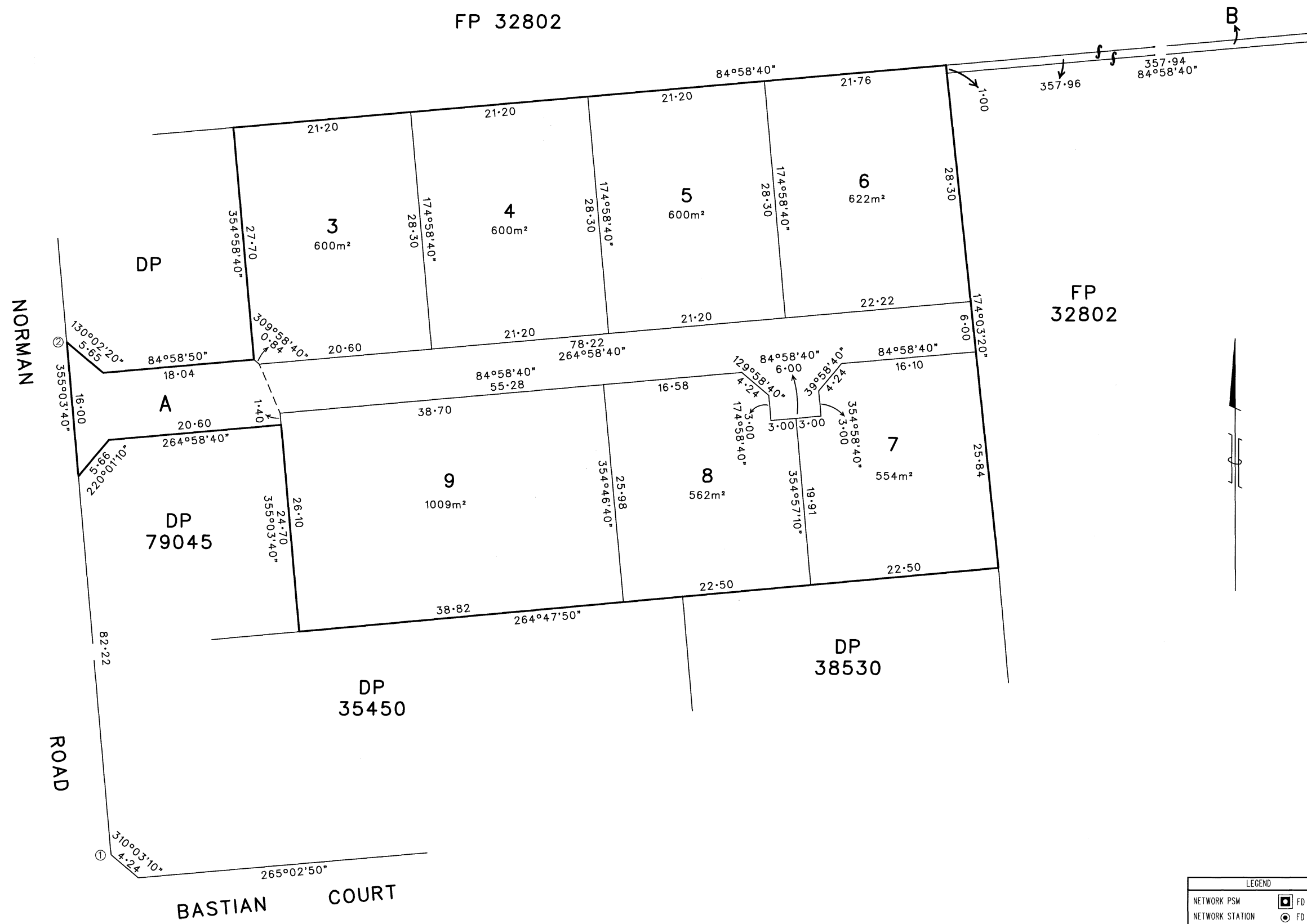
DEV No. 145/C237/05/001/18190

SCALE 0 10 20 30 METRES

ANNOTATIONS
LOTS 3 TO 9, INCLUSIVE, AND COMMON PROPERTY ARE TOGETHER WITH AN EASEMENT FOR WATER SUPPLY PURPOSES OVER THE LAND MARKED B (RE 6747377)
PORTION OF THE COMMON PROPERTY MARKED A IS SUBJECT TO FREE & UNRESTRICTED RIGHTS OF WAY
SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 9-9-08

PC PLANS
ALL DISTANCES ARE GROUND DISTANCES
COMBINED SCALE FACTORZONE.....MGA.....
BEARING DATUM: ①-② 355°03'40" DISTANCE.....
DERIVED FROM ADOPTED DP 79045

CERTIFICATE OF LICENSED SURVEYOR
I, JOHN LESLIE WEBER
a licensed Surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation.
Dated the 9th day of September, 2008
Licensed Surveyor *John Leslie Weber*



LEGEND	
NETWORK PSM	FD
NETWORK STATION	FD
PERMANENT SURVEY MARK	PLACED FOUND GONE
REFERENCE MARKS	PLACED FOUND GONE
DRILL HOLE AND WING	PLACED FOUND GONE
DIRECTION CHANGE	(20-32)
PART DISTANCES	20-85 CALC.
CALCULATED DATA	100-85
COPIED DATA	100-85

WEBER FRANKIW AND ASSOCIATES PTY.LTD.
Surveying Consultants
Reference: 4292-04 Cad Ref: 429204.com.lcd
178 Main Road McLaren Vale South Australia 5171
Telephone (08) 8323 8991 Facsimile (08) 8323 9686
Email survey@weberfrankiw.com.au
ACN 008 173 957 14-3-08

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP 25033

THIS IS SHEET 2 OF 2 SHEETS

APPROVED DEPOSITED

My

26/5/2009 *Mak M'Neil*
PRO REGISTRAR-GENERAL

APPLICATION 11172094

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
3	1,350	
4	1,350	
5	1,380	
6	1,420	
7	1,250	
8	1,250	
9	2,000	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

NEVILLE JOHN BROWN 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 *22nd* day of *JANUARY 2009*

Brown
Signature of Land Valuer

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**

Orig. **LF 12606866**



14:46 28-Sep-2016
1 of 1

SERIES NO	PREFIX
	LF

AGENT CODE

PSRIP

LODGED BY: *MR. PATRICK J. RICHARDS*


3/30 NORMAN RD. WILLUNGA. SA. 5172
CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1
- 2
- 3
- 4
- 5

PICK-UP NO.	
-------------	--

<i>D. WATSON</i>	
CORRECTION <i>19.10.16</i>	PASSED <i>J.I.</i>

FILED <i>[Signature]</i>	<i>21/11/2016</i> <i>pro</i>  REGISTRAR-GENERAL
-----------------------------	---

Special Resolution Meeting-22/9/16

Held at 5 Norman Lane

Started: 7:49pm

Present:

No. 1-Rick Doran

Apologies: No. 2-Michelle Stafford

No. 3- Jenny and Pat Richards

No. 4-Henry and Nicole

No. 5-Martin and Vicki Montgomery

Absent: No. 6-Travis and Emily Kemp

No. 7 -Ken Coxell

Meeting: Opened by Martin, who then asked Vicki to take minutes, in our secretary Michelle's absence.

Discussion to finalise by-laws and changes. Pat had sent out finalised changes and additions to all households, some weeks ago, with some additional notes for consideration. Some of these were adopted and made part of the final draft.

A show of hands of acceptance of changes we had made which was unanimously accepted by those present and by proxy vote on behalf of no.2-Michelle and No. 4 Nicole and Henry.

These changes and additions of the by-laws were then moved by Jenny, and seconded by Ken.

Short discussion was had about the "pre-amble" or Mission statement which was then accepted by those present unanimously.

It reads as follows:

We, the Owner Occupiers of Community Corporation 25033, commonly known as 'Norman Lane', agree that through these By-Laws, our common purpose as a community is to:

Be considerate of each other, and to live quietly in peace and harmony.

Ensure the beauty of the streetscape for our mutual enjoyment, and for the protection of all property assets.

Manage the Corporation inclusively and effectively in accordance with these By-Laws.

These changes and additions of the pre-amble were moved by Jenny and seconded by Rick.

Special Resolution Meeting was then finalised by Martin at 8:05pm.

This is the copy of the resolution of the corporation referred to in the attached certificate.

Martin Montgomery

Presiding Officer.

Community Corporation 25033

30 Norman Rd Willunga 5172

Proxy Voting Form

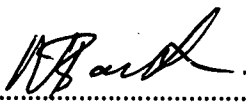
I, Nicole Bosworth

Being the Owner/Occupier of:

Number 4 Norman Lane, 30 Norman Road, Willunga, SA 5172

Hereby appoint Jenny Richards (Community Treasurer) as my proxy to vote for me on my behalf at the Special Resolution Meeting to be held on: 22nd September 2016, at Number5 Norman Lane at 7.30pm and at any adjournment of that meeting.

My proxy is authorized to vote in relation to the variation of the By-Laws:

Signed.......... Date.....20/9/16.....

Community Corporation 25033

30 Norman Rd Willunga 5172

Proxy Voting Form

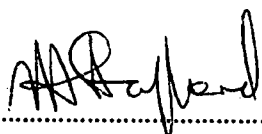
I, Michelle Stafford

Being the Owner/Occupier of:

Number 2 Norman Lane, 30 Norman Road, Willunga, SA 5172

Hereby appoint Jenny Richards (Community Treasurer) as my proxy to vote for me on my behalf at the Special Resolution Meeting to be held on: 22nd September 2016, at Number5 Norman Lane at 7.30pm and at any adjournment of that meeting.

My proxy is authorized to vote in relation to the variation of the By-Laws:

Signed  Date 23/9/16

Pat & Jenny

From: Michelle Stafford <milli.stafford11@gmail.com>
Sent: Wednesday, 21 September 2016 2:59 PM
To: Pat & Jenny
Subject: Re: Proxy Vote Form

Hi Jenny,

I have read the proxy form and am happy for you to act on my behalf at the meeting tomorrow night 22/9/16 (I approve of the proposed changes to our community by-laws). I will sign the proxy form on my return 23/9/16. Thanks Jenny.

Michelle.

On Tuesday, 20 September 2016, Pat & Jenny <patandjenny@internode.on.net> wrote:

Hi Michelle,

Sorry to be a pain, but could you reply to this email, saying that you have read the form and agree for me to act on your behalf, and that you will sign the form on your return.

This should cover us for the meeting.

Thanks and hope you are enjoying a break.

Jenny

Jenny Richards

0439 755 750

--

Sent from Gmail Mobile

BY-LAWS

Community Corporation No. 25033
Pursuant of Section 34 of the
Community titles Act 1966
Lot 500 Norman Rd Willunga

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1966
by an officer of the community corporation. /

(Signature) *Martin Montgomery*

(Full Name) *MARTIN MATTHEW MONTGOMERY* /

(Address) *S4/30 NORMAN RD.*
WILLUNGA S172 S.A.

This is the copy of the by-laws referred to in the attached certificate

Martin Montgomery /

BY-LAWS

Community Corporation No. 25033
Pursuant of Section 34 of the
Community titles Act 1966
Lot 500 Norman Rd Willunga

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1966
by an officer of the community corporation.

(Signature)

Martin Montgomery

(Full Name)

MARTIN MATTHEW MONTGOMERY

(Address)

5/30 Norman Rd.

WILLUNGA 5172 S.A.

This is the copy of the by-laws referred to in the attached certificate

Martin Montgomery

Page 2 of 10

By-Laws
Community Corporation No. 25033 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.

Preamble

We the Owner Occupiers of Community Corporation 25033, commonly known as 'Norman Lane' agree that through these By-Laws, our common purpose as a community is to:

Be considerate of each other, and to live quietly in peace and harmony.
Ensure the beauty of the streetscape for our mutual enjoyment, and for the protection of all property assets.
Manage the Corporation inclusively and effectively in accordance with these By-Laws.

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Part 7 – General Provisions	8
Part 8 – Insurance Obligations & Community Infrastructure	9 - 10

Part 1 - Preliminary

1. Interpretation:

In These By-Laws:

- 1.1 "Act" means the Community Titles Act 1966.
- 1.2 "Community Infrastructure" means all roadways, kerbing, paths, paving and all other improvements on the common area.
- 1.3 "Corporation" means Community Corporation No. 25033 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 and must regularly service all storm water silt-traps.
- 3.3 The Corporation is responsible for the maintenance, repair and replacement of the Community infrastructure

4. Use and enjoyment of the Common Property:

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

Part 3 – Buildings on Community Lots

5. The Owner of a Community Lot shall not upon the said Lot or in respect thereof:
- 5.1 Erect or suffer to be erected or to remain thereon more than one main dwelling house (exclusive of all general domestic outbuildings).
 - 5.2 Use or permit to be used for any purpose other than the purpose of a single dwelling for residential use only.
 - 5.3 Erect or suffer to be erected or to remain thereon any detached garage or shed or other building forward (or any part of which is forward) of the front alignment of such dwelling house (hereinafter called "the said dwelling house") as may first have been erected upon the said land or is thereafter erected upon the said land. Said building should be in context with the design and concept of the development.
 - 5.4 Erect or suffer to be erected or to remain thereon any fence forward (or any part which is forward) of the front alignment of the said dwelling house unless corporation shall approve in writing which approval shall not be unreasonably withheld. (Refer to Scheme Description 4.6)
 - 5.5 Use or permit to be used that portion of the said land forward of the front alignment of the said dwelling house otherwise than for the purpose of a motor vehicle driveway (constructed of concrete or such other material as the Corporation shall approve in writing which approval shall not be unreasonably withheld) and the balance of the said portion except for the purpose of landscaping and planting and maintaining a lawn. When landscaping is not included in the sale of a house/land package, landscaping shall be completed within twelve months of occupation.
 - 5.6 Leave or suffer any person to leave not garaged, a motor vehicle or 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.
 - 5.7 Subject to clause 5.4 hereof 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 of either colour bonded metal, brick, stone or slate.
 - 5.8 Re-subdivide the said land or any part thereof.

- 5.9 Delay or permit to be delayed the completion of the construction of the said dwelling house after construction of the same house has commenced.
- 5.10 Park or allow to be parked any semi-trailer or other heavy vehicle on the common property or the land except only for the purpose of loading and unloading.
- 5.11 Whilst the land is in a vacant state allow grass to grow thereon to a height greater than two hundred millimeters or allow rubbish to be deposited or accumulate thereon and wherever the Owner is in breach of this covenant the Corporation at the expense of the Owner may with workmen enter the said land and cut grass to or less than the said maximum height and /or remove there from rubbish as aforesaid and the Owner does hereby ratify any such action of the corporation.
- 5.12 Erect or suffer to be erected on the said dwelling house an air-conditioner(s) or solar water heating system which is not low profile in appearance, and located at the rear of the said dwelling house or otherwise screened from public view so as to minimize visual impact.
- 5.13 Erect or suffer to be erected on the roof of the said dwelling house a satellite dish with a greater diameter than 750mm, or an external aerial which is not a standard TV aerial and low in profile in appearance and /or which is located on the roof elevation facing the public road.
- 5.14 Erect or suffer to be erected on the said land a rainwater tank which is not in colour bond or painted so as to match or compliment the said dwelling house and which is not located at the rear of the said dwelling house or otherwise screened from public view so as to minimize visual impact.
- 5.15 Erect or suffer to be erected on the said land a cloths line which is not located at the rear of the said dwelling house or otherwise screened from public view so as to minimize visual impact.
- 5.16 Create a garden design that is not in keeping with and maintained to the general standard of the neighborhood.
- 5.17 Subject to any statutory or municipal regulations or legislation an occupier of a lot is entitled to keep not more than one (1) pet on a Lot at any time. Subject to any statutory or municipal regulations or legislation an occupier of a lot is entitled to keep pets on a lot at any time providing there is no adverse impact on neighbors.

Part 4 – Maintenance of Community Lots

6.

6.1 Maintenance and Repair

The Owner of a Community Lot must maintain and keep clean and tidy and 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 free of weeds and rubbish, 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 collection of garbage by the City of Onkaparinga, place the said container on the road verge. (ref. 4.7 of Scheme Description)

6.4 Prohibition and 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 another community Lot, 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) on giving the Owner reasonable notice (except in an emergency, when no notice will be required) to:

6.5.1 ascertain whether any breach of these By-Laws has occurred; and

6.5.2 remedy a breach of these By-Laws (but without being obliged to do so).

6.6 Cost of Remedy of Breach

Any cost incurred by the Corporation in carrying out its rights under by-law 6.5.2 must be paid by the Owner of that Community Lot on demand being made by the Corporation.

Part 5 – The Common Property

All lot owners and occupiers shall have use of the common property to obtain access to their lot.

7. Damage to Common Property:

An owner or occupier must not:

7.1 deposit any rubbish or waste material on the common property; or

7.2 deposit any object or material on the common property

8. Parking :

An owner or occupier must not park or repair any motor vehicle or other vehicle upon the Common Property except in cases of emergency and then only to the extent necessary to remove the vehicle from the Common Property.

Part 6 - Building Insurance

9. The Owner of a Lot must at all times keep current building insurance for all buildings on the lot for replacement and/or re-installment and should a claim against such insurance be made, all monies received must be used for replacement and/or re-installment 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 by the Corporation.

Part 7 – General Provisions

10. Offences :

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

Maximum penalty - \$1,000.00

11. Corporation's Obligations under the Act

- 11.1 Hold annual general meetings.
- 11.2 Prepare accounting records of the Corporation's receipts and expenditure and an annual statement of accounts.
- 11.3 Have the annual statement of accounts audited.
- 11.4 Establish administrative and sinking funds.
- 11.5 Maintain a register of the names of the Owners of the Lots.

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 Owners contributions

Each Owner of a community Lot must contribute to the cost of maintenance and repair of the Community Infrastructure. An Owners 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. 25033 as a proportion of the total entitlement.

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. An Owner's contribution to the administrative fund will be calculated by reference to that Owner's lot entitlement.

14.3 Payment by Installments

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.

* Strike through the inapplicable

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION*~~
~~*NOTICE OF VARIATION OF BY-LAWS*~~
~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT*~~

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.

INSTRUMENT AFFECTED ~~4472095~~ 11214086

PLAN No. CP25033

To the Registrar-General,

Martin Montgomery

I, Martin Matthew Montgomery of 3/30 Norman Road Willunga SA 5172 being the Presiding Officer of Community Corporation No.25033 incorporated certify:

- (a) that the copy of the by-laws attached to this certificate is a true copy of the by-laws as varied by special resolution of the corporation on 22nd day of September 2016 and
- (b) that the copy of the resolution attached to this certificate is a true copy off the resolution referred to in paragraph (a)

Dated 25th day of September 2016

Martin Montgomery

Orig. LF 11172096



11:55 7-May-2009

4 of 4

Fees: \$0.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No.
4

112

Lands Title 14:31 12/05/09 204772
REGISTRATION FEE \$112.00

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: WEBBER DAVIES CONVEYANCERS VIE9

Correction to: WEBBER DAVIES CONVEYANCERS VIE9


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

1.
2.
3.
4.

PICK-UP NO.	
CP	25033

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED <i>MM</i>
FILED 26/5/2009 <i>Mark McNeil</i> REGISTRAR-GENERAL	

SCHEME DESCRIPTION

Community Corporation No. 25033
Pursuant to Section 34 of the
Community Titles Act 1996

Lot 500 Norman Road
Willunga SA 5172

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Description of the Land developed under the Scheme	
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- compliance	
- service infrastructure	
- landscaping	
- fencing	
- garbage bins and collection	
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Development Approval DA 145/C237/2005/LC – Court Order dated 29/11/2006	7

1. INTRODUCTION:

1.1 This Scheme Description describes Seven (7) community residential lots together with Common Property to be used for access purposes from Norman Road Willunga.

1.2 DESCRIPTION OF LAND DEVELOPED UNDER THE SCHEME

The whole of the land comprised in Certificate of Title Register Book Volume 6028 Folio 878 being Allotment 500 in Development Application 145/D234/05 Hundred of Willunga, Norman Road Willunga SA 5172

2. NATURE OF PROPOSED DEVELOPMENT

2.1 The development is comprised of 7 (Seven) Community Lots all of which are to be developed for residential purposes. The Common Property will provide access to all of the Community Lots and will accommodate service infrastructure, landscaping and an associated service area.

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

3.1 Community Lots 3 to 9 inclusive are to be used for residential accommodation purposes and for ancillary purposes including the parking of vehicles and for landscaping purposes.

3.2 The Common Property is to be used by the proprietors and occupiers of the Community Lots and persons so authorised by them from time to time for access purposes and for the provision of service infrastructure, landscaping and an associated service area in accordance with the By-Laws of the Community Scheme. Carparking within the Common Property area is not permitted.

3.2 The use of Community Lots 3 – 9 inclusive shall be in accordance with the By-Laws of the Community Scheme.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

4.1 Buildings

The external walls of each dwelling shall be composed of either brick, stone, rendered masonry or rendered lightweight construction material.

Each dwelling shall be designed with provision for the parking of two vehicles in a fully enclosed garage forming part of the residential dwelling.

The setback from the allotment boundary at the community roadway to that portion of the dwelling not comprising the garage shall be a minimum of 5.0 metres.

The setback from the allotment boundary at the community roadway to the front alignment of the garage shall be a minimum of 6.5 metres.

4.2 **Carparking**

In addition to parking as provided in 4.1 above there shall be provision for the parking of a further two vehicles on a brick or concrete paved driveway between the garage and the allotment boundary at the community roadway.

4.3 **Compliance**

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 Number 145/C237/05 and certified as suitable for occupation under the Development Act 1993, Development Regulations 83 (9).

4.4 **Service Infrastructure**

A private driveway with concrete kerbs and bitumen and/or concrete block paving shall be constructed within the Common Property. Other services, namely street lights to one side of the private road, underground power, water supply, Telstra, stormwater disposal and wastewater disposal shall be installed to the requirements of the relevant service authority and made operable prior to the completion of residential development.

4.5 **Landscaping**

Landscaping shall be established within the Common Property and the Community Lots and thereafter maintained to enhance and compliment the Scheme area.

The owners of Community Lots 3,4,5,6,7 & 8 shall within 12months of completion of the dwelling on their community lot cause the area of land between the dwelling and the kerb of the private roadway to be landscaped to a standard to the reasonable satisfaction of the Community Corporation.

Landscaping of the area between the dwelling and the kerb of the private driveway may include not more than One (1) tree or shrub over 1.5 metres in height but not more than Four (4) metres in height at maturity.

4.6 Fencing

The owner must not without the prior written consent of the Community Corporation erect any fence or wall on the boundary of the Community Lot and an adjacent Community Lot unless it is 1800mm in height and constructed of double sided "Colourbond" steel and of colour "Paperbark".

The owner of a Community Lot must not without the written consent of the Community Corporation erect any fence, wall or hedge on a Community Lot which is forward of the front of the main dwelling.

Notwithstanding anything hereinbefore contained a fence on any boundary of Community Lot 9 may be 1800mm in height and constructed of double sided "Colorbond" steel and of colour "Paperbark".

Notwithstanding anything hereinbefore contained the owners of Community Lots 6 and 7 shall have the right to erect a fence 1800mm in height and constructed of double sided "Colourbond" steel and of colour "Paperbark" along the boundary of each respective allotment and the Common Property but extending in a westerly direction no further than 14 metres from the eastern boundary of each site.

4.7 Garbage Bins and Collection

The occupiers of each Community Lot shall ensure that their garbage bins are stored out of sight of the private roadway other than on the day nominated for collection of household refuse when the bins shall be wheeled to the road verge on the western side of Norman Road for emptying by the City of Onkaparinga and as soon as practically possible after being emptied the bins shall be returned to the relevant Community Lots by the occupiers.

5. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME

Practical completion of the Scheme as described above in Clause 2 Nature of Proposed Development is expected by no later than three (3) 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 Annexure A – Court Order dated 29th November 2006.

7. ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY

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

1. All the consents or approvals in accordance with the Scheme Description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Titles land division of the land in 7 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. In this regard you are reminded that after the approved alterations are made you must make an application under the Development Act for a certificate of occupancy with respect to each Community lot. Other forms of development (as defined in the Development Act 1993) that have not been disclosed in the Scheme Description will require an application to be lodged with the relevant planning authority for the necessary consents.

This Scheme Description is endorsed by The City of Onkaparinga

Signed: *[Signature]*
~~Senior Planner~~ *Team Leader (Planning)*
as Delegate of the City of Onkaparinga

Witness: *Not required* (*Ben Victory*)

Date: *12 March 2009*

Terms of Instrument Not
Checked By Lands Titles Office

Scheme Description
Development No 145/C237/05

Page 7 of 7

ANNEXURE A

Court Order dated 29th November 2006

IN THE ENVIRONMENT, RESOURCES & DEVELOPMENT COURT OF SOUTH AUSTRALIA

NO. 138 & 139 of 2006

BETWEEN

PALO ALTO PTY LTD
Appellant

-and -

CITY OF ONKAPARINGA
Respondent

I, Jeremy Alastair Hill, Solicitor,
certify that this is a true
and correct copy of the
original.

J Hill 18th April 2007

JEREMY ALASTAIR HILL
A Commissioner for taking affidavits
in the Supreme Court of South Australia

ORDER

Commissioner:	Commissioner Green
Date of Hearing:	17 & 18 July, 10 October and 27 November 2006
Date of Order:	29 November 2006
Appearances:	Mr B Hayes QC for the appellant Mr E Byrt for the respondent

THE COURT ORDERS that:

The appeals in each matter are upheld and the decision of the Council reversed subject to the following conditions:

(A) DA 145/D234/2005/LDA is granted Provisional Development Plan Consent, Land Division Consent and Development Approval subject to the following conditions:

Provisional Development Plan Consent

1. The development shall be completed in accordance with the plan and documents submitted with and forming part of the Application, except where varied by other following conditions.

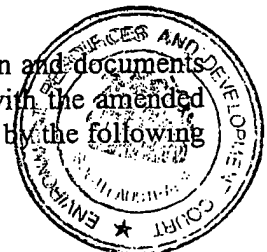
Land Division Consent

1. The driveway crossovers, electricity, water and waste connections shall be installed and made operable prior to Section 51 Certificate or adequate bonding arrangements shall be entered into between the applicant and the Council to ensure that all allotments have satisfactory access and services.

(B) DA 145/C237/2005/LC is granted Provisional Development Plan Consent, Land Division Consent and Development Approval subject to the following conditions:

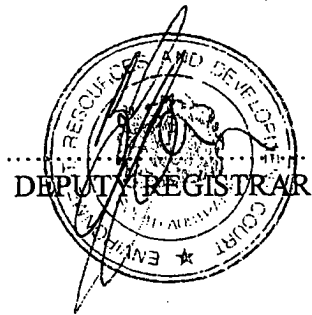
Provisional Development Plan Consent

1. The development shall be completed in accordance with the plan and documents submitted with and forming part of the Application, together with the amended Scheme Description (marked Exhibit A10), except where varied by the following conditions.



2. The space between the northern end of the existing dwelling and the common property (driveway) shall be landscaped with shrubs to partially screen the end wall of the dwelling to soften and enhance its appearance as viewed from the driveway and Norman Road.
3. The shed straddling lots 3 and 4 shall be demolished prior to the issue of Section 51 Certificate and subsequent titles.

Land Division Consent
Nil.



NOTES AT THE REQUEST OF THE DEVELOPMENT ASSESSMENT COMMISSION
AND THE COUNCIL:

(Relevant to both approvals)

1. 1.1 With respect to DA No. 145/D234/2005/LDA, payment of \$6940 into the Planning and Development Fund (two allotments @ \$3470/allotment).
- 1.2 With respect to DA No. 145/C237/2005/LC, payment of \$20280 into the Planning and Development Fund (six allotments @ \$3470/allotment).
- 1.3 Cheques to be made payable and marked 'Not Negotiable' to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide or sent to GPO Box 1815, Adelaide SA 5001, or via the internet at www.planning.sa.gov.au.
2. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met.
3. Two copies of a certified survey plan being lodged with the Development Assessment Commission for Certificate purposes, in each case.
4. The provisions of the *Public and Environmental Health Act, 1987* apply. All sewage and wastewater is to be discharged to sewer.
5. SA Water advise that:
 -
 -
 - pursuant to s 33(c)(iv) of the *Development Act 1993*, it is necessary for the developer to satisfy this corporation's financial requirements for the provision of water supply and sewerage services;
 - on approval of the application and creation of new assessment numbers, all internal water piping that crosses the boundaries must be severed or redirected at the developers/owners expense to ensure that the pipe work relating to each allotment is contained within its boundaries;
 - alteration of internal sewerage drains to the satisfaction of SA Water is also required;
 - the augmentation requirements of SA Water are to be met; and
 - the necessary easements shall be vested to SA Water.

T: (08) 8384 0666
E: 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.

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

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

16 December 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 70973
 Valuer General No : 1346175857
 Valuation : \$1,025,000.00
 Owner : Mr Martin Matthew Montgomery & Mrs Vicki Kay
 Montgomery
 Property Address : 5/30 Norman Road WILLUNGA SA 5172
 Volume/Folio : CT-6036/868
 Lot/Plan No : Community Plan Parcel 5 CP 25033
 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:

Total Rates Levied 2025-2026 \$3,841.76

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 -\$1,921.76

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 \$1,920.00

Property Related Debts \$0.00

BPAY Biller Code: 421503

TOTAL BALANCE

\$1,920.00

Ref: 1271020709731

AUTHORISED OFFICER
Kate Vonow

This statement is made the 16 December 2025

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. Electronic settlement of funds is still preferred.

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S77205/2025

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	:	104915
VALUER GENERAL NO	:	1346175857
VALUATION	:	\$1,025,000.00
OWNER	:	Mr Martin Matthew Montgomery & Mrs Vicki Kay Montgomery
PROPERTY ADDRESS	:	5/30 Norman Road WILLUNGA SA 5172
VOLUME/FOLIO	:	CT-6036/868
LOT/PLAN NUMBER	:	Community Plan Parcel 5 CP 25033
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	145/751/2010
Description	To construct a single storey detached dwelling with associated garage
Decision	Approved
Decision Date	01 April 2010

Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The front setback area (between the front property boundary and front of the dwelling) shall be landscaped with suitable trees, shrubs, lawn, and/or ground cover, and may include some paving, retaining and the like. Such landscaping shall be completed within 2 years of completion of the dwelling and maintained in good condition at all times. In the period until the landscaping is completed, the front setback area shall be maintained in a neat and tidy appearance to the reasonable satisfaction of Council.
3. The dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
4. All driveways to properties on the low side of the road shall be designed and constructed so that the driveway is a minimum of 75mm above the top of the adjoining kerb (2.0m or 2.5m from the kerb) and any road water is channelled back into the gutter.
5. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
6. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - . prevent silt run-off from the land to adjoining properties, roads and drains
 - . control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
 - . ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - . ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure
 - . ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

Building Rules Consent Conditions

1. The footing design Engineer shall inspect the footing construction and provide written certification that the footing has been constructed in accordance with the approved plans and the design Engineers specifications.
2. Reason: To ensure structural adequacy.
3. The roof trusses for the tile or sheet steel roof shall:
 - a. be a proprietary product designed using certified software* and manufactured by a Licensed manufacturer to the provisions of AS 1720.1 and AS 1649,
 - b. have the top and bottom chords and webs restrained in accordance with the requirements of the truss design parameters,

- c. where battens terminate on a truss (ie gable truss, hip truss, etc) the battens shall either continue past the face of the truss by at least 75mm or the truss shall be provided with blocking, spacers or equivalent,
- d. where bottom chord and web restraints are joined they shall be overlapped at the truss (with the ends continuing past the face of the truss by at least 75mm),
- e. be provided with top and bottom chord bracing in accordance with AS4440 and the manufacturers specification
- f. be stored, erected and installed in accordance with AS4440 and the manufacturers specification,

*Note: The proprietary software and design aids shall be the subject of a certificate from an independent technical expert in accordance with Regulations 85 & 88 certifying that they comply with the provision of Parts B1 and P2.1 of Volumes 1 & 2 of the BCA. If applicable, any trusses falling outside of the scope of the certified program shall be separately certified pursuant to Regulation 88. Reason: To ensure structural adequacy.

- 4. Where the distance of the sewer trench is less than 1.2 metres from the footing of the dwelling, the depth of the trench is to be established before the footing is poured. The depth of the piers at this point is to be confirmed by the Engineer. Reason: To ensure the stability of the footing.
- 5. Any changes to building materials or systems that may affect the structural soundness or safety of a building, must be submitted to the authority prior to commencing construction. Reason: To ensure structural adequacy.
- 6. The WC door is to open outwards, or be readily removable from outside of the compartment in accordance with Clause 3.8.3.3. of the Building Code of Australia or Appendix G of the South Australian Housing Code unless there is a clear space of at least 1.2 metres between the closet pan within the sanitary compartment and the nearest part of the doorway. Reason: To Provide sufficient space or other means to enable an unconscious occupant to be removed from the compartment.
- 7. The Hot Water system shall be designed and installed in accordance with the Performance Requirements of BCA Vol 2 SA7.2 and compliance with the Acceptable Construction Practice in BCA Vol 2 SA 7.4 Reason: To reduce greenhouse gas emissions by efficiently using energy

Application Number	145/3604/2015
Description	Verandah
Decision	Approved
Decision Date	27 July 2016

Development Plan Consent Conditions

- 1. All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
- 2. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
- 3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - Prevent silt run-off from the land to adjoining properties, roads and drains.
 - Control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land.
 - Ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site.
 - Ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure.
 - Ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

Building Rules Consent Conditions

- 1. No part of the structure shall encroach beyond the surveyed boundary.

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

Township Neighbourhood (TN)

Subzones

NO

Zoning overlays

Overlays

Airport Building Heights (Aircraft Landing Area)

The Airport Building Heights (Aircraft Landing Area) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of aircraft landing areas.

Affordable Housing

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

Building Near Airfields

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

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.

Heritage Adjacency

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

Hazards (Flooding - Evidence Required)

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

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.

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

<i>Part 11 Division 2</i>	
Proceedings	NO
Fire and Emergency Services Act 2005	
<i>Section 105F (or section 56 or 83 (repealed))</i>	
Notice	NO
<i>Section 56 (repealed)</i>	
Notice issued	NO
Food Act 2001	
<i>Section 44</i>	
Improvement notice <u>issued against the land</u>	NO
<i>Section 46</i>	
Prohibition order	NO
Housing Improvement Act 1940 (repealed)	
<i>Section 23</i>	
Declaration that house is undesirable or unfit for human habitation	NO
Land Acquisition Act 1969	
<i>Section 10</i>	
Notice of intention to acquire	NO
Local Government Act 1934 (repealed)	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Local Government Act 1999	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	
Local Nuisance and Litter Control Act 2016	
<i>Section 30</i>	
Nuisance or litter abatement notice <u>issued against the land</u>	NO
Planning, Development and Infrastructure Act 2016	
<i>Section 139</i>	
Notice of proposed work and notice may require access	NO
<i>Section 140</i>	
Notice requesting access	NO

<i>Section 141</i> Order to remove or perform work	NO
<i>Section 142</i> Notice to complete development	NO
<i>Section 155</i> Emergency order	NO
<i>Section 157</i> Fire safety notice	NO
<i>Section 192 or 193</i> Land Management Agreements	NO
<i>Section 198(1)</i> Requirement to vest land in a council or the Crown to be held as open space	NO
<i>Section 198(2)</i> Agreement to vest land in a council or the Crown to be held as open space	NO
<i>Part 16 - Division 1</i> Proceedings	NO
<i>Section 213</i> Enforcement notice	NO
<i>Section 214(6), 214(10) or 222</i> Enforcement order	NO

Public and Environmental Health Act 1987 (repealed)

<i>Part 3</i> Notice	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</i> Part 2 – Condition (that continues to apply) of an approval	YES
Application Number	145/40/2010
Description	Installation of CWMS
Decision	Approved
Decision Date	08 April 2010

Waste Control Conditions

1. That the installation of the septic tank system is carried out by a licensed person and installed in accordance with:
 - the plans forming part of this application, as approved, including any notations thereon, and
 - the details outlined in attachment(s), or
 - the requirements of the Code of Practice issued by the SA Health Commission for the Installation & Operation of Septic Tanks in South Australia.
2. That all sanitary plumbing and drainage work associated with the connection of the sanitary fixtures to the septic tank system are installed in accordance with the National Plumbing & Drainage Code AS/NZ 3500.2.2:1996.
3. That there is no septic tank effluent discharge or run-off from the premises on which the system is

installed, onto any premises of which the owner of the system is not in possession or onto any public place.

4. That the use of the septic tank system does not vary from that indicated on the application for approval to install the system.
5. That the septic tank system be operated and maintained in accordance with the Standards for Installation & Operation of Septic Tank Systems.
6. The access openings to the septic tank shall be raised to the top of ground level using an approved shaft with a clear opening of at least 1100 x 700mm diameter.

Community wastewater management system (CWMS) infrastructure can exist within private land and may not be identified on the associated certificate of title. The City of Onkaparinga (Council) is a licensed Water Industry Entity under the provisions of the Water Industry Act 2012.

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

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).

YES

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 16 December 2025

Thomas Caiapich
Project Officer – Development Support
AUTHORISED OFFICER

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: M MONTGOMERY Water & Sewer Account Acct. No.: 13 46175 85 7 Amount: _____

Address:
U5 30 NORMAN RD WILLUNGA LT 5
C25033 U5

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1346175857



Bill code: 8888
Ref: 1346175857

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 1346175857



**Government of
South Australia**

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

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



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: 2740362

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

DATE OF ISSUE
16/12/2025

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
15223768	M M & V K MONTGOMERY			
PROPERTY DESCRIPTION				
5 / 30 NORMAN RD / WILLUNGA SA 5172 / LT 5 C25033 U5				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1346175857	CT 6036/868	\$1,025,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	346.85	
	- REMISSION	\$	208.70	
	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-188.15	
	= <u>AMOUNT PAYABLE</u>	\$	0.00	
FINANCIAL YEAR				
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.**

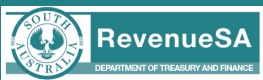
EXPIRY DATE 16/03/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7012631912</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2740362

DATE OF ISSUE

16/12/2025

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

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

M M & V K MONTGOMERY

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

5 / 30 NORMAN RD / WILLUNGA SA 5172 / LT 5 C25033 U5

ASSESSMENT NUMBER

1346175857

TITLE REF.

(A "+" indicates multiple titles)

CT 6036/868

TAXABLE SITE VALUE

\$355,000.00

AREA

0.0600 HA

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

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

Please Note:

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

ON OR BEFORE

16/03/2026



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:

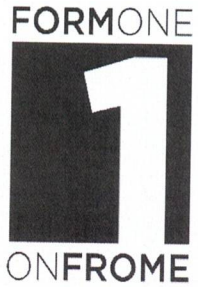
Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7012631821</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

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



VENDOR: MONTGOMERY
ADDRESS: UNIT 5, 30 NORMAN ROAD, WILLUNGA, SA 5172
LOT ENTITLEMENT: 1380/10000
COMMUNITY PLAN: CP25033

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:

Amount Payable by the Said Unit: \$ 241.50 Per quarter Paid to 1/1/2026

Total Amount Payable by all Unit owners: \$ 7000 Per year Paid to 30/6/2026

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

Amount Payable by the Said Unit: \$ N/A Per N/A Paid to / / 20
TRANSFER FROM SINKING FUND

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

N/A

c) Arrears for the said unit are as follows:

Admin Fund: \$ _____ Interest: \$ _____

Sinking Fund: \$ _____ Other Arrears: \$ _____

TOTAL ARREARS ARE: \$ _____ as at ___/___/____. Next contribution due: ___/___/____

d) Total Arrears for the corporation are as follows:

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: Bendigo Banking
 The fund currently stands to the credit of:

Administration Fund: \$ 407.53

Sinking Fund: \$ 18,477.10 (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 \$ _____

4. WORK PERFORMED AND CHARGEABLE TO THE SUBJECT LOT N/A

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 N/A

*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 \$ _____

*The general nature of such repairs or works is _____

6. ASSETS AND LIABILITIES OF THE CORPORATION N/A

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

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? \$ 985-00

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;
 - b) Minutes of management committee meetings of the Corporation for the last two (2) years;
 - c) Details of any 'special resolution' or 'unanimous resolution' affecting the lot or common property passed during the last five (5) years;
 - d) Statement of Accounts of the Corporation last prepared;
 - e) Insurance Policy(ies) currently in force by the Corporation;
- Any other information relevant to the Corporation.

NEXT ANNUAL GENERAL MEETING IS DUE TO BE HELD: 19 / 8 / 2026

Dated 19 / 12 / 2026

Signed: Martin Montgomery
 Name: MARTIN MONTGOMERY
 Person authorized to sign on behalf of the Community Corporation
 In the Capacity as SECRETARY

NORMAN LANE COMMUNITY FINANCIALS - 7th September to 6th December 2025

Summary

Bank accounts at 7.9.25

Admin	398.25
Sinking Fund	11960.21
Term Deposit	5376.29
	<hr/>

17734.75

plus income

Levies received	2079.00
Interest on Term Deposit	61.60
Interest Received	0.00
	<hr/>

2140.60

Less expenses

Electricity -AGL	148.92
Garden Maintenance -Luke McCumiskey	643.80
Audit fees PCS Accountants	198.00
	<hr/>

990.72

Bank Balance at 6.12.25

\$18,884.63

Balance of bank accounts BENDIGO BANK at 6th December 2025

Admin	407.53
Sinking Fund	8039.21
Term Deposit #1	5437.89
Term Deposit #2	5000.00
	<hr/>

Bank Balance at 6.12.25

\$18,884.63

Lane Community Corporation Meeting 25033 – 7-12-2025

Meeting opened at 4:00PM

Present

M&V Montgomery, D&D Sachs, P&J Richards, J Overcash, H Bosworth, T Hardy

Apologies

Yvonne Vale, Brie Overcash, Annemarie Hardy

Reading of Previous Minutes

Minutes of the previous meeting were read by Martin

Darrol moved that the previous minutes be accepted and Jenny seconded.

Treasurers Report

Jenny gave the Treasurers report and gave a handout that will also be emailed to everyone.

Di moved that we accept the report and Tim seconded the motion.

Old Business

The new term deposit that was agreed on at the last meeting has been completed – Jenny reported.

Jenny discussed the prorated way of distributing the new fees for next financial year.

It was decided to keep the lillypillies and the gum tree branch to be removed instead. Darrol to investigate.

Jon to see if Luke McCumisky can come more often.

Pat to hand over the running of the garden water system to Tim. Tim will then check whether the recent leak is still a problem or if it needs fixing.

The matters of parking and gardening at No.1 have been dealt with by Jon.

New Business

No new business

Next Meeting - Tuesday 14 April 7:30pm was decided for the next meeting at No. 3.

Meeting closed 4:25pm

Norman Lane Community Corporation AGM – 09-09-2025

Meeting Opened at 7:37pm

Present

M&V Montgomery, D&D Sachs, P&J Richards, J Overcash, H Bosworth, T Hardy

Apologies

Yvonne Vale, Brie Overcash, Annemarie Hardy

Minutes

Martin read the minutes of the previous AGM – Jenny moved to accept the minutes Tim seconded.

Treasurers Report

Healthier year, financially than last year, with no major costs.

Jenny handed out a financial report, which she expanded on.

Jenny moved that the Treasurers report be accepted, Vicki seconded.

Filling Office Bearer Positions

Jon declared all office bearers positions vacant.

Darroll nominated Jon for Chairman and Pat seconded.

Pat nominated Martin for Secretary, Darrol seconded

Vicki nominate Jenny for Treasurer and Di seconded

There was unanimous agreement for the filling of all positions.

Next meeting was scheduled for 19 August 2026

Meeting close at 7:49pm

Lane Community Corporation Meeting 25033 – 9-09-2025

Meeting opened at 7:52PM

Present

M&V Montgomery, D&D Sachs, P&J Richards, J Overcash, H Bosworth, T Hardy

Apologies

Yvonne Vale, Brie Overcash, Annemarie Hardy

Reading of Previous Minutes

Minutes of the previous meeting were read by Martin

Pat moved that the previous minutes be accepted and Vicki seconded.

Treasures Report

Jenny gave a handout and expanded on it.

Vicki moved that we accept the report and Tim seconded the motion.

Old Business

New Gardner has been appointed - Luke McCumiskey. He comes every 6 weeks. We would like it to be more frequent but he is not available.

Water metres labelled by Pat

New Business

Darrol - leaves and Cleanup at No.1 – Jon agreed and would see his rental agent.

Martin - Bins and street parking needs to be addressed at No1 – Jon agreed and will see his rental agent.

We discussed reducing community fees.

As a result of the discussion, Jenny moved to reduce the collective fee to \$5000 starting July 1 next financial year seconded by Vicki.

Jenny moved to increase term deposit by \$5000 seconded by Jon.

We discussed removing the lillypillies in the front garden, but decided to defer the decision till next meeting and take more notice between now and then.

Pat to talk to the gardener about options for replacement plants.

Darrol raised having an end of year get together. A date was discussed.

Sunday 7 December 4pm was decided for the next meeting at No.7 followed by the end of year get together.

Meeting closed 8:39pm

NORMAN LANE COMMUNITY FINANCIALS - 1st July to 7th September 2025

Summary

Bank accounts at 30.6.25

Admin	242.32	
Sinking Fund	10115.96	
Term Deposit	<u>5305.36</u>	15663.64

plus income

Levies received	3344.25	
Interest on Term Deposit	70.93	
Interest Received	<u>0.00</u>	3415.18

Less expenses

Electricity -AGL	157.16	
Garden Maintenance -Luke McCumiskey	195.00	
Insurance	985.00	
SA Water	6.91	
	<u>1344.07</u>	1344.07

Bank Balance at 7.9.25

\$17,734.75

Balance of bank accounts BENDIGO BANK at 7th September 2025

Admin	398.25	
Sinking Fund	11960.21	
Term Deposit	<u>5376.29</u>	<u><u>\$17,734.75</u></u>



PCS ACCOUNTANTS
AND BUSINESS ADVISORS

Community Corporation 25033 Inc
INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF
Community Corporation 25033 Inc

Report on the Audit of the Financial Report

We have audited the accompanying financial report, being a special purpose financial report, of Community Corporation 25033 Inc (the association), which comprises the balance sheet as at 30th June 2025, the income statement, and notes to the financial statements, including a summary of significant accounting policies and the statement by members of the committee.

In my opinion, the accompanying financial report of the association for the year ended 30 June 2025 is prepared, in all material respects, in accordance with the Associations Incorporation Act 1985.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Report section of our report. We are independent of the association in accordance with the auditor independence requirements of the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the code.

As is common for not-for-profit organisations, it is not practicable for the association to maintain an effective system of internal control over income including donations and fundraising activities until their initial entry into its financial records. Accordingly, our audit on the association's income was limited to the amounts recorded in the financial records. We are therefore unable to express an opinion whether the income including donations and fundraising activities is complete.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter- Basis of Accounting

We draw attention to note 1 to the financial report, which describes the basis of accounting. The financial report is prepared to assist the association in meeting the requirements of the Associations Incorporation Act 1985 and regulations. As a result, the financial report may not be suitable for another purpose. Our report is intended solely for the association and should not be distributed to or used by parties other than the association. Our opinion is not modified in respect to this matter.


160 Main Road
McLaren Vale SA 5171


P: (08) 8323 7600
F: (08) 8323 7611


admin@pcsaccountants.com.au
pcsaccountants.com.au


CHARTERED ACCOUNTANTS
AUSTRALIA

PCS ACCOUNTANTS & BUSINESS ADVISORS • ABN 75 662 603 161 • Limited liability by a scheme approved under Professional Standards Legislation

Responsibilities of Management and those Charged with Governance

Management is responsible for the preparation and fair presentation of the financial report in accordance with the Associations Incorporation Act 1985 and for such internal control as management determines is necessary to enable the preparation of the financial report is free from material misstatement, whether due to fraud or error.

In preparing the financial report, management is responsible for assessing the association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the association or to cease operations, or has no realistic alternative but to do so.

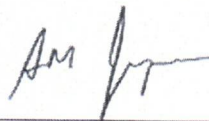
Those charged with governance are responsible for overseeing the association's financial reporting process.

Auditors' Responsibility for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

Name of Firm: PCS Accountants & Business Advisors

Name of Director:



Andrew Jeynes

Address: 160 Main Road McLaren Vale SA 5171

Dated: Wednesday, 20 August 2025

Profit & Loss Statement

July 2024 To June 2025

Income		
Owners Allocatd funds--Sinking		\$7,000.00
Total Income		\$7,000.00
Gross Profit		\$7,000.00
Expenses		
Administration Costs		\$198.00
Common Area Costs		
Electricity	\$569.36	
Garden Maintenance	\$1,259.00	
Insurance	\$930.00	
Repairs and maintenance	\$172.67	
Water	\$181.62	
Total Common Area Costs		\$3,112.65
Total Expenses		\$3,310.65
Operating Profit		\$3,689.35
Other Income		
Interest received		\$193.32
Total Other Income		\$193.32
Net Profit/(Loss)		\$3,882.67

This report includes Year-End Adjustments.

Balance Sheet

As of June 2025

Assets	
Bendigo -Sinking Fund	\$10,115.96
Bendigo -Admin Account	\$242.32
Term Deposit	\$5,305.36
Total Assets	\$15,663.64
Liabilities	
Net Assets	\$15,663.64
Equity	
Retained Sinking Funds	\$11,780.97
Current Earnings	\$3,882.67
Total Equity	\$15,663.64

This report includes Year-End Adjustments.

Community Corporation 25033 Inc
Profit & Loss Statement
July 2024 to June 2025

Income	
Owners Allocatd funds--Sinking	<u>\$7,000.00</u>
Total Income	
Expenses	
Administration Costs-Audit 1 year	\$198.00
<u>Common Area Costs</u>	
Electricity	\$569.36
Garden Maintenance	\$1,259.00
Insurance	\$930.00
Repairs and maintenance	\$172.67
Repairs and maintenance of Road	\$0.00
Water	\$181.62
Total Common Area Costs	<u>\$3,112.65</u>
Total Expenses	<u>\$3,310.65</u>
Operating Profit	\$3,689.35
Total Other Income-Interest	\$193.32
Net Profit/(Loss)	<u><u>\$3,882.67</u></u>

Community Corporation 25033 Inc
Profit & Loss Statement
July 2023 to June 2024

Income	
Owners Allocatd funds--Sinking	<u>\$7,000.00</u>
Total Income	
Expenses	
Administration Costs-Audit 1 year	\$187.00
<u>Common Area Costs</u>	
Electricity	\$546.53
Garden Maintenance	\$1,079.75
Insurance	\$910.00
Repairs and maintenance	\$79.22
Repairs and maintenance of Road	\$10,851.50
Water	\$152.29
Total Common Area Costs	<u>\$13,619.29</u>
Total Expenses	<u>\$13,806.29</u>
Operating Profit	-\$6,806.29
Total Other Income-Interest	\$113.73
Net Profit/(Loss)	<u><u>-\$6,692.56</u></u>

Community Corporation 25033 Inc
Balance Sheet
As of June 2025

Assets	
Sinking Fund - Account	\$10,115.96
Admin Fund - Account	\$242.32
Term Deposit	\$5,305.36
Total Assets	<u>\$15,663.64</u>
Net Assets	<u><u>\$15,663.64</u></u>
Equity	
Retained Sinking Funds	\$11,780.97
Current Earnings	\$3,882.67
Total Equity	<u><u>\$15,663.64</u></u>

Community Corporation 25033 Inc
Balance Sheet
As of June 2024

Assets	
Sinking Fund - Account	\$6,615.41
Admin Fund - Account	\$52.94
Term Deposit	\$5,112.62
Total Assets	<u>\$11,780.97</u>
Net Assets	<u><u>\$11,780.97</u></u>
Equity	
Retained Sinking Funds	\$18,473.53
Current Earnings	-\$6,692.56
Total Equity	<u><u>\$11,780.97</u></u>

Norman Lane Community Meeting – 19-01-2025

Opened at 4.06pm

Present – Jon Overcash, Martin and Vicki Montgomery Pat and Jenny, Di Sachs, Annemarie Hardy

Apologies

Henry Bosworth

Darrol Sachs

Tim Hardy

Old Minutes read by MM

Minutes accepted by Vicki seconded Pat

Treasurers Report – Jenny Richards Emailed out

Moved to be accepted by Vicki seconded Annemarie.

Old Business

Clare Poolman resigned as gardener. Jon has 2 contacts and will meet with them this coming Friday to arrange a potential replacement.

Paperwork has been arranged for Jon to become signatory for the corporation and he will take that with him today and see the bank to finalise it.

Pat has started labelling the water meters and is waiting for stamped ID to arrive in the mail.

No New Business

Next meeting – 26-08- 2025 7:30pm Number 5, Montgomery's

Meeting closed 4:25pm

NORMAN LANE COMMUNITY FINANCIALS - 8th October 2024 to 18th January 2025

Summary

Bank accounts at 8.10.24

Admin	446.23	
Sinking Fund	6969.89	
Term Deposit	<u>5112.62</u>	<u>12528.74</u>

plus income

Levies paid	932.75	
Interest on Term Deposit	123.95	
Interest Received	<u>0.20</u>	<u>1056.90</u>

Less expenses

Electricity -AGL	138.68	
Garden Maintenance -Clare Poolman	260.00	
SA Water	<u>27.01</u>	<u>425.69</u>

Bank Balance to 18.1.25

\$13,159.95

Balance of bank accounts BENDIGO BANK at 18th January 2025.

Admin	520.55	
Sinking Fund	7402.83	
Term Deposit	<u>5236.57</u>	<u>\$13,159.95</u>

Norman Lane Community Corporation Meeting 25033 - 8-10-2024

Opened at 7:56

Present

Henry Bosworth

Pat and Jenny Richards

Jon Overcash

Martin and Vicki Montgomery

Apologies – Yvonne Vale, Darrol and Di Sachs

Minutes of previous AGM – Martin Montgomery read the Minutes of the previous meeting which was held on June 25.

It was moved by Jenny Richards that we accept the Minutes as correct, seconded by Pat

Treasurers report-sheet handed out (see attached)

Moved by Vicki and seconded by Martin that the Treasurers report be accepted.

Old business

Garden - Clare Poolman appointed as gardener.

Contacts list completed by Jenny and distributed (previously)

Water meters were identified by Jon. But fading has occurred – Pat to follow up with new labelling.

New Business

Jon to be made a signatory of the accounts and Tim to be removed.

A mid January get together and meeting was planned for – Sunday 12 January 4:00pm At No.3 Pat and Jenny's

Meeting closed at 8:15pm

Norman Lane Community Corporation Meeting 25033

Starts at 7:56

Opened by Jon

Present and apologies is the same

Minutes-

Last meeting-25th June 2024 at no 3

Moved by JR seconded by PR

Treasurers report-sheet handed out

Moved by VM seconded by MM

Old business-garden

Clare Poolman Appointed as gardener.

Contacts list completed.

Water meters were identified by Jon. But fading has occurred – Pat to follow up

New Business

Mid-January get together and meeting – Sunday 12 January 4:00pm At No.3 Pat and Jenny's

Jon to be made a signatory of the accounts and Tim to be removed.

Norman Lane Community Corporation AGM - 08-10-2024

Present

Henry Bosworth

Pat and Jenny Richards

Jon Overcash

Martin and Vicki Montgomery

Apologies – Yvonne Vale, Darrol and Di Sachs

Minutes of previous AGM – Martin Montgomery read the Minutes of the previous AGM

It was moved by Jenny Richards that we accept the Minutes as correct, seconded by Pat

Treasurers Report – Jenny gave a Treasurers report - sheet handed out and will be emailed with the minutes. See attached.

Old Business

No old or new Business from the previous meetings

Meeting open at 7:41pm 8th/10/24

Minutes read-by MMM-no 6-to be corrected

Moved by Jenny Richards, seconded by Pat

Loss because off road repairs

Everything has gone up

Audit report done by law-everyone has seen and happy with.

Jenny nominates her report is accepted, seconded by Jon

All positions declared vacant by MMM

Tim was not willing to continue as chairman

Jon happy to take position-nominated by Jenny-seconded by Pat

All agreed

Secretary-MMM nominated by VM-seconded by Jr

Unanimous

Treasurer-Jenny Nominated by MMM seconded by Jon

Meeting closed at 7:55pm

Community Corporation 25033 Inc
Profit & Loss Statement
July 2023 to June 2024

Income	
Owners Allocatd funds--Sinking	<u>\$7,000.00</u>
Total Income	
Expenses	
Administration Costs-Audit 1 year	\$187.00
<u>Common Area Costs</u>	
Electricity	\$546.53
Garden Maintenance	\$1,079.75
Insurance	\$910.00
Repairs and maintenance	\$79.22
Repairs and maintenance of Road	\$10,851.50
Water	\$152.29
Total Common Area Costs	<u>\$13,619.29</u>
Total Expenses	<u>\$13,806.29</u>
Operating Profit	-\$6,806.29
Total Other Income-Interest	\$113.73
Net Profit/(Loss)	<u><u>-\$6,692.56</u></u>

Community Corporation 25033 Inc
Profit & Loss Statement
July 2022 to June 2023

Income	
Owners Allocatd funds--Sinking	<u>\$7,000.00</u>
Total Income	<u>\$7,000.00</u>
Expenses	
Administration Costs-Audit 1 year	\$187.00
<u>Common Area Costs</u>	
Electricity	\$377.34
Garden Maintenance	\$881.60
Insurance	\$900.00
Repairs and maintenance	\$0.00
Water	\$256.46
Total Common Area Costs	<u>\$2,415.40</u>
Total Expenses	<u>\$2,602.40</u>
Operating Profit	\$4,397.60
Total Other Income-Interest	\$1.74
Net Profit/(Loss)	<u><u>\$4,399.34</u></u>

Community Corporation 25033 Inc
Balance Sheet
As of June 2024

Assets	
Sinking Fund - Account	\$6,615.41
Admin Fund - Account	\$52.94
Term Deposit	\$5,112.62
Total Assets	<u>\$11,780.97</u>
Net Assets	<u><u>\$11,780.97</u></u>
Equity	
Retained Sinking Funds	\$18,473.53
Current Earnings	-\$6,692.56
Total Equity	<u><u>\$11,780.97</u></u>

Community Corporation 25033 Inc
Balance Sheet
As of June 2023

Assets	
Sinking Fund - Account	\$18,000.16
Admin Fund - Account	\$473.37
Total Assets	<u>\$18,473.53</u>
Net Assets	<u><u>\$18,473.53</u></u>
Equity	
Retained Sinking Funds	\$14,074.19
Current Earnings	\$4,399.34
Total Equity	<u><u>\$18,473.53</u></u>

NORMAN LANE COMMUNITY FINANCIALS - 26th June 2024 to 8.10.24

Summary

Bank accounts at 25.6.24

Admin	52.94	
Sinking Fund	6615.41	
Term Deposit	<u>5112.62</u>	11780.97

plus income

Levies paid	2854.25	
Interest on Term Deposit 15.11.23	0.00	
Interest Received	<u>0.24</u>	2854.49

Less expenses

Audit Costs	198.00	
Electricity -AGL	283.42	
Garden Maintenance -Bruceys Tree and Stump	360.00	
Garden Maintenance -Clare Poolman	230.00	
Garden Maintenance - Green Bin Rental	79.00	
Insurance	930.00	
SA Water	26.30	
	<u>2106.72</u>	2106.72

Bank Balance to 25.6.24

\$12,528.74

Balance of bank accounts BENDIGO BANK at 25th June 2024

Admin	446.23	
Sinking Fund	6969.89	
Term Deposit 15.7.23	<u>5112.62</u>	<u><u>\$12,528.74</u></u>

Community Corporation 25033 Inc.

(Norman Lane)

Community Meeting – 25 June 2024

Held at No.3 Pat and Jenny Richards

Present:

No2 Tim Hardy
No3 Pat & Jenny Richards
No5 Martin Montgomery
No7 Diane Sachs
No1 Jon Overcash
No 4 Henry Bosworth

Apologies: Annemarie Hardy, Brie Overcash, Yvonne Vale, Darrol Sachs, Vicki Montgomery

Meeting opened at 7:35pm

Minutes of Previous Meeting:

Martin Montgomery read the Minutes of the previous meeting and it was moved by Di Sachs and seconded by Jenny Richards that they be accepted as correct.

Treasurers Report:

Jenny Richards presented the attached Treasurers Report (as per email). It was moved by Di and seconded by Tim that we accept the report as true and correct.

Old Business:

- Concerning gardening, Billy our current gardener has become unavailable. After discussion, and alternative suggestions, it was concluded that Jenny would try and source a suitable replacement.
- Line marking has been successfully completed since our last meeting. All were happy with the outcome.
- Jenny is working on an updated contacts list and will email it out when complete.

New Business:

- Tim and Annemarie will be in Scotland from July to December. As such Tim won't be able to chair the meeting. House sitters will be looking after their

premises. They are Mick and Tamara and Tim will give them a contacts list in case they need anything.

- Jon raised the need to identify the water metres. It was concluded that Tim & Jon would do this.

Next meeting – 24 September 2024 at Martin and Vicki's at 7:30pm

Meeting closed at 7:57pm

Community Corporation 25033 Inc.

(Norman Lane)

Community Meeting – 4 December 2023

Held at No.7 Dsachs Residence.

Present:

No2 Tim Hardy

No3 Pat & Jenny Richards

No5 Martin & Vicki Montgomery

No7 Darrol & Diane Sachs

Apologies: Annemarie Hardy, Brie & Jon Overcash, Yvonne Vale

Meeting opened at 4:03pm

Minutes of Previous Meeting:

Martin Montgomery read the Minutes of the previous meeting and it was moved by Jenny and seconded by Pat Richards that they be accepted as correct.

Treasurers Report:

Jenny Richards presented the attached Treasurers Report (as per email). It was moved by Dianne and seconded by Vicki that we accept the report as true and correct.

Old Business:

- Pat spoke with Craig from CJ's and has asked for closer attention to maintenance, with regard to being more proactive with fertilizing, spraying, etc. It was noted that he is only coming once a month. It was questioned by some whether that should be more regular. No change was made.
- Tim contacted Brie and Jon about the garden at No.1 And a gardener has been organised. Improvements have been made.
- Pat cleared vegetation from the electricity box.
- Darrol checked the electricity box and was satisfied (as a retired Electrician) that nothing was needed to be done, except to keep an eye on the structural condition of the box, namely rust and any required maintenance in that regard.
- Pat carried out repairs to "Norman Lane" sign and requested reimbursement, that was agreed to by all. The amount was \$57.75.
- Tree and Road repair was successfully completed. All are happy with the outcome.

New Business:

- Darrol raised that the yellow no parking line needs refreshing – Pat offered to get a quote.
- Vicki raised security concerns as there has been some incidents in the street. Bikes and cars have been stolen from number 1 and a car broken into at number 4. After some discussion it was concluded that it sounded opportunistic and that there wasn't much we can do, but that we should be alert and look out for each other. It was also decided that we should all have an updated contact list in case anything arises. Jenny offered to organise it.

Next meeting – 23 April 2023 at Pat and Jenny's 7:30pm

Meeting closed at 4:41pm

NORMAN LANE COMMUNITY FINANCIALS - 4th September 2023 to 3rd December 2023.

Summary

Bank accounts at 4.9.23

Admin	427.96
Sinking Fund	15500.00
Term Deposit	5000.00
	<u>20927.96</u>

plus income

Levies paid	1746.50
Interest on Term Deposit 15.11.23	52.42
Interest Received	0.26
	<u>1799.18</u>

Less expenses

Electricity -AGL	136.89
Garden Maintenance - CJs Home and Garden	184.80
Pat and Jenny Richards-refurbish lights, fertiliser for lawn	79.22
SA Water	31.11
Badenoch Contracting	9097.00
	<u>9529.02</u>

Bank Balance to 3.12.23

\$13,198.12

Balance of bank accounts BENDIGO BANK at 4th September 2023.

Admin	898.96
Sinking Fund	7246.74
Term Deposit 15.7.23	5052.42
	<u>\$13,198.12</u>



De Conno & Blanco Insurance Brokers

ABN 55 007 971 217 ACN. 007 971 217 AFS Licence 239121
Trading as Glynde Insurance Brokers Pty Ltd

113 Payneham Road Tel: (08) 8337 7733
St Peters SA 5069 Fax: (08) 8363 9333
www.deconnoblanco.com.au Mob: claims@deconnoblanco.com.au
mail@deconnoblanco.com.au

Attention: Martin

From: DeConno & Blanco

We hereby confirm that we have arranged the insurance cover mentioned below:

Community Corporation No 25033
3/30 NORMAN ROAD
WILLUNGA SA 5172

CONFIRMATION OF PLACEMENT OF COVER

Date: 23/12/2025
Our Reference: COMMU25033
RENEWAL

Page 1 of 3

Class of Policy: Community Title Insurance Policy
Insurer: QBE Insurance (Australia) Limited
LEVEL 16, 45 PIRIE STREET ADELAIDE SA 5000
ABN: 78 003 191 035
The Insured: Community Corporation No 25033

Policy No: CAH0003292
Invoice No: 201545
Period of Cover:
From 20/08/2025
to 20/08/2026 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
- has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
- part paid by the Insured
- paid in full by the Insured
- paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy: Community Title Insurance Policy
The Insured: Community Corporation No 25033

Policy No: CAH0003292
Invoice No: 201545
Our Ref: COMMU25033

This policy has been placed through
Corporate H/Unit U/W Agencies P/L
ABN 18 001 580 070
GROUND FLOOR, 208 GREENHILL ROAD EASTWOOD

Corporate H/Unit U/W Agencies P/L is an underwriting agency who has placed the policy with
QBE Insurance (Australia) Limited
ABN 78 003 191 035
LEVEL 16, 45 PIRIE STREET ADELAIDE SA 5000

CHU Community Association Insurance Plan

Policy Number CAH0003292
Policy Wording CHU COMMUNITY ASSOCIATION INSURANCE PLAN
The Insured COMMUNITY CORPORATION NO. 25033 INC.
Situation 30 NORMAN ROAD WILLUNGA SA 5172
Policy Period 20/08/2025 to 20/08/2026 at 4:00pm

Policies Selected

Policy 1 – Community Property

	Sum Insured
Community property:	\$158,267
Community income:	\$23,740
Common area contents:	\$0

Policy 2 – Liability to Others

\$20,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

\$100,000

Policy 5 – Office Bearers' Legal Liability

\$250,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured:	\$23,740
Extended Cover - Loss of Rent & Temporary Accommodation/Community Income/Storage:	\$3,561

Policy 9 – 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.

Schedule of Insurance

Class of Policy: Community Title Insurance Policy
The Insured: Community Corporation No 25033

Policy No: CAH0003292
Invoice No: 201545
Our Ref: COMMU25033

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

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

Excesses

Policy 1 – Community Property

Standard: \$300

Other excesses payable are shown in the Policy Wording.

IMPORTANT NOTICE
SMOKE ALARM LEGISLATION

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

- If the home you are purchasing was built on or after the 1st 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 1st of January 1995, but purchased by the vendor on or after 1st 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.

Form R3

Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

Enjoyment

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

Value

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

For more information on these matters visit: 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.

Title	SIGNATURE REQUEST: Form 1 on Frome - UNIT 5, 30 NORMAN ROAD...
File name	montgomery_form1.pdf
Document ID	c315f2686a12f03422b9e772fa96e3e40cd21583
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	26 / 12 / 2025 16:04:11 UTC+10.5	Sent for signature to MARTIN MATTHEW MONTGOMERY (mmontgomery@living.org.au) and VICKI KAY MONTGOMERY (vmontgomery@living.org.au) from info@form1onfrome.com.au IP: 203.56.146.174
 VIEWED	26 / 12 / 2025 17:04:35 UTC+10.5	Viewed by VICKI KAY MONTGOMERY (vmontgomery@living.org.au) IP: 124.184.134.207
 VIEWED	26 / 12 / 2025 17:11:16 UTC+10.5	Viewed by MARTIN MATTHEW MONTGOMERY (mmontgomery@living.org.au) IP: 203.196.46.114
 SIGNED	26 / 12 / 2025 17:26:36 UTC+10.5	Signed by MARTIN MATTHEW MONTGOMERY (mmontgomery@living.org.au) IP: 203.196.46.114
 SIGNED	26 / 12 / 2025 17:38:44 UTC+10.5	Signed by VICKI KAY MONTGOMERY (vmontgomery@living.org.au) IP: 124.184.134.207
 COMPLETED	26 / 12 / 2025 17:38:44 UTC+10.5	The document has been completed.