



## Certificate of Title - Volume 5166 Folio 869

**Parent Title(s)** CT 5101/473

**Creating Dealing(s)** RTD 7609381

**Title Issued** 31/01/1994      **Edition** 6      **Edition Issued** 18/11/2022

**Diagram Reference** D38597 01

### Estate Type

FEE SIMPLE

### Registered Proprietor

GLENN MALCOLM REID  
JENNIFER ANNE REID  
OF 22 OAKBANK CRESCENT SHEIDOW PARK SA 5158  
AS JOINT TENANTS

### Description of Land

ALLOTMENT 555 DEPOSITED PLAN 38597  
IN THE AREA NAMED SHEIDOW PARK  
HUNDRED OF NOARLUNGA

### Easements

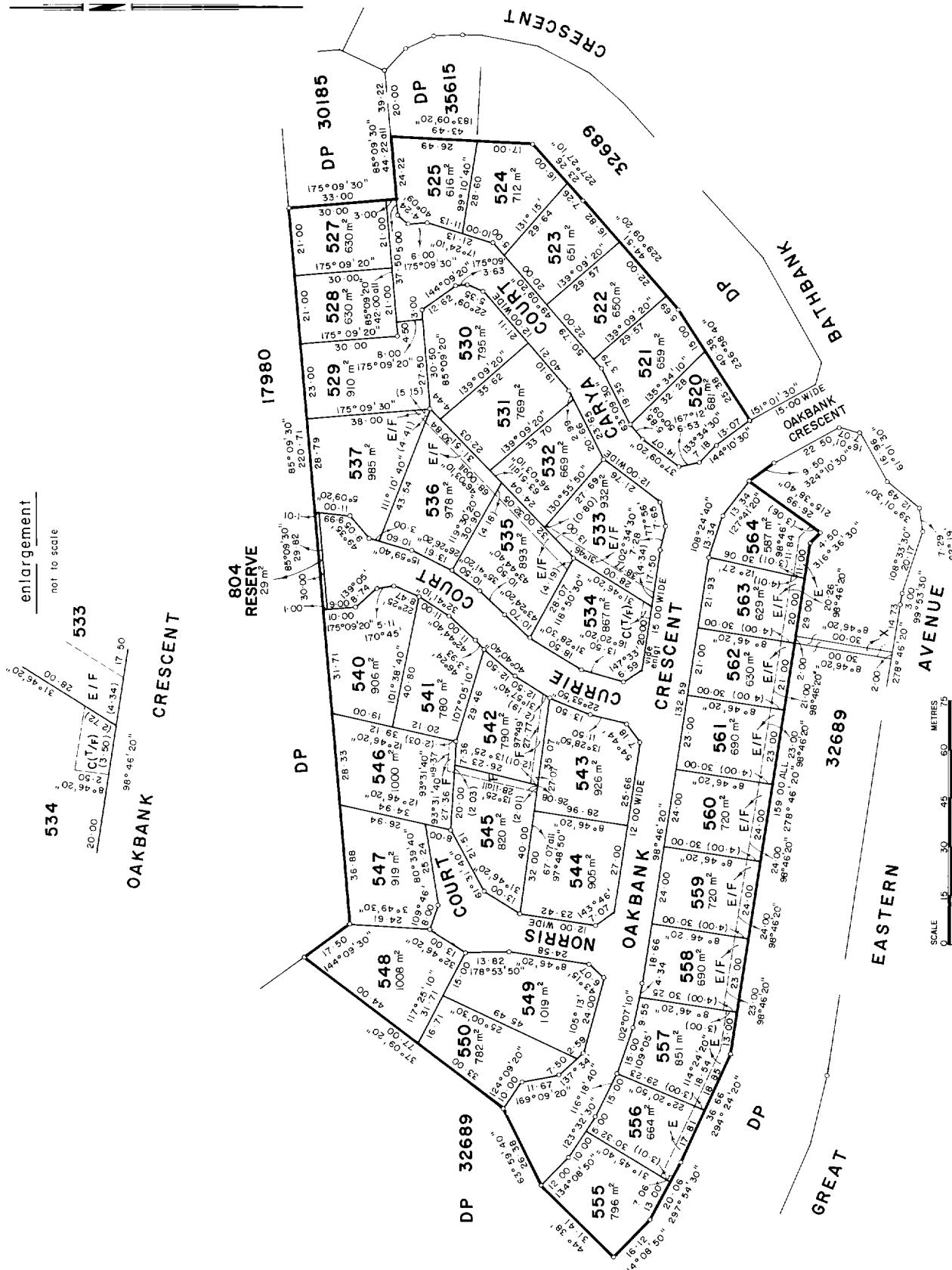
NIL

### Schedule of Dealings

<b>Dealing Number</b>	<b>Description</b>
13917289	ENCUMBRANCE TO HICKINBOTHAM HOMES PTY. LTD. (ACN: 007 618 797)
13917290	MORTGAGE TO CREDIT UNION SA LTD. (ACN: 087 651 232)

### Notations

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



# Property Interest Report

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

Title Reference	CT 5166/869	Reference No. 2538722
Registered Proprietors	G M & J A*REID	Prepared 30/01/2024 09:12
Address of Property	22 OAKBANK CRESCENT, SHEIDOW PARK, SA 5158	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	POST OFFICE BOX 21, OAKLANDS PARK, SA 5046	

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

## Table of Particulars

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

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

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

### 1. General

1.1	Mortgage of land	Refer to the Certificate of Title  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title  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>
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
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.)	Refer to the Certificate of Title also Contact the vendor for these details  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

State Planning Commission in the Department for Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Trade and Investment 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 Trade and Investment 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 1966</i> (repealed)	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
-----	---	--

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

## 7. Emergency Services Funding Act 1998

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

## 8. Environment Protection Act 1993

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

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

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

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

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also 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](http://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

**Code Amendment**

Lot 51 and 52 (86-88) Morphett Road - South Australian Jockey Club Incorporated (SAJC) are proposing to rezone approximately 1.5 hectares of land at 86-88 Morphett Rd Glengowrie, from the Recreation Zone to the Urban Neighbourhood Zone. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone 1800752664.

**Code Amendment**

Flooding Hazards Mapping Update - seeks to update the extent of the Hazard (Flooding – Evidence Required) Overlay in the Planning and Design Code in 13 local government areas and several Outback Areas of the State, based on more recent flood hazard mapping. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

**Code Amendment**

Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

**Code Amendment**

Southern Suburbs Residential Policy – Marion Council is seeking to rezone land across Darlington, Hallett Cove, Marino, O'Halloran Hill, Seacliff Park, Seacombe Heights, Seaview Downs, Sheidow Park and Trott Park (the Affected Area), to provide a consistent policy approach to sloping land that facilitates opportunity for subdivision and redevelopment where appropriate. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

**Code Amendment**

Tunnel Protection Overlay (early commencement) - The Department for Infrastructure and Transport is introducing a Tunnel Protection Overlay that will apply to the River Torrens to Darlington Project (T2D) tunnels. The Overlay aims to ensure that future

development activity and construction work nearby does not impact the tunnels. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

#### Code Amendment

Centre Zone Adjustment - Marion Council seeks to align the most appropriate zone and policy to each affected site and existing land use, to enable/support more efficient and effective future planning outcomes. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

#### Code Amendment

Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

#### Code Amendment

Morphettville/Glengowrie Horse Related Activities - Marion Council is proposing to amend the planning policy relating to land located adjacent the Morphettville Racecourse on the southern side of Bray Street in Morphettville and the western side of Morphett Road in Glengowrie. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

29.2	section 127 - Condition (that continues to apply) of a development authorisation <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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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	Refer to the Certificate of Title

	agreement	
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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>	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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>	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	<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4 - Condition (that continues to apply) of an approval</i>	Public Health in DHW has no record of any condition affecting this title also

Contact the Local Government Authority for other details that might apply

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

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

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

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

An SA Water Certificate will be forwarded.  
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

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

35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title

**36. *Other charges***

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

## Other Particulars

---

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

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

## Additional Information

---

The following additional information is provided for your information only.

These items are not prescribed encumbrances or other particulars prescribed under the Act.

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

## Notices

---

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

E 13917289

Lodged: 15 November 2022 11:42:04 AM

4 OF 5

Form M2  
Version 40.4

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA

Registered: 18 November 2022 11:42:26 AM



## ENCUMBRANCE

Responsible Subscriber: CREDIT UNION SA (EL - PEXA) (E100500)  
Reference: 22 Oakbank Crescent

ELN Lodgement Case ID: 629144041  
ELN Workspace ID: 8742630

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 5166 FOLIO 869

ENCUMBRANCER (Full name and address)

GLENN MALCOLM REID OF 22 OAKBANK CR SHEIDOW PARK SA 5158

JENNIFER ANNE REID OF 22 OAKBANK CR SHEIDOW PARK SA 5158

ENCUMBRANCEE (Full name, address and mode of holding)

HICKINBOTHAM HOMES PTY. LTD. ACN 007618797 OF 25 NORTH TCE HACKNEY SA 5069

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS (\$0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 01 JANUARY 2023 FOR A PERIOD OF 99 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

- (a) Document Reference
- (b) Additional terms and conditions

Refer to Covenants

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Melanie Jane Turner

Practitioner Certifier

For: DISTINCT CONVEYANCING

On behalf of: GLENN MALCOLM REID, JENNIFER ANNE REID

---

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Maria Czudek

Practitioner Certifier

For: OPTIMA CONVEYANCING SERVICES PTY. LTD.

On behalf of: HICKINBOTHAM HOMES PTY. LTD.

---

This is a representation of an instrument that was electronically lodged

## COVENANTS

The Encumbrancer for himself and his successors in title COVENANTS with the Encumbrancee as proprietor of and with all other persons claiming under the Encumbrancee as purchasers of any part or parts of the Development Zone (to the intent that the benefit of such covenants shall be annexed to and devolve with each and every part of the Development Zone other than the land hereby encumbered) as follows:-

### 1 INTERPRETATION

In this Encumbrance unless the contrary intention appears:-

- 1.1 "Builder" means a builder approved by the Encumbrancee strictly under and in accordance with the Estate Development and Encumbrance Guidelines.
- 1.2 "Development Zone" means the land delineated in the plan deposited in the Lands Titles Division numbered 38597 or, if a plan number has not been issued, the plan attached to this Encumbrance.
- 1.3 "Encumbrancee" means and includes Hickinbotham Homes Pty. Ltd. together with its successors assigns servants agents contractors lessees licensees invitees customers and all other persons lawfully authorised by the Encumbrancee.
- 1.4 "Encumbrancer" means the Encumbrancer described above and where the Encumbrancer is a company shall include its successors and assigns and where the Encumbrancer is a person the heirs executors administrators and transferees of the Encumbrancer and where the Encumbrancer consists of more than one person then every two or more of such persons jointly and each of them severally and their respective successors assigns heirs executors administrators and transferees.
- 1.5 "Estate Development and Encumbrance Guidelines" means the design guidelines prepared by the Encumbrancee and provided to the Encumbrancer, which set out the requirements for any development on the Land.
- 1.6 "the Land" means all the land rights and easements described above.
- 1.7 Words importing the singular shall embrace the plural and words importing one gender shall embrace the other genders and vice versa respectively.
- 1.8 Any reference to a person shall be deemed to include a corporate body and vice versa.
- 1.9 Headings are for convenience of reference only and shall not affect the construction or interpretation of the covenants of this Encumbrance.

### 2 RENT CHARGE

That the Encumbrancer will pay to or for the benefit of the Encumbrancee during the continuance of this Encumbrance the yearly rent charge in the sum of ten cents (10c) (if demanded) on the 1st day of January following the date of this Encumbrance and then on each succeeding 1st day of January provided that the Encumbrancee shall not demand payment of the said yearly rent charge if and so long as the Encumbrancer and the Encumbrancer's successors in title shall duly perform and observe all the covenants terms and conditions contained in this Encumbrance (and the burden of proving such performance and observance shall be with the Encumbrancer) and provided always that none of the foregoing provisions for or in respect of payment of the said annuity or rent charge shall in any way affect or prejudice the rights of the Encumbrancee or any other person claiming under the Encumbrancee as purchaser of any part or parts of the Development Zone to an injunction to prevent or restrain any breach of the covenants terms and conditions contained in this Encumbrance or to damages for any such breach.

### 3 RESTRICTED USE OF LAND

- 3.1 That the Land will not be used for any purpose nor will any part of it be used for any purpose unless such use shall be a use contemplated by the planning regulations from time to time in force affecting the Land as being permitted (either unconditionally or subject to consent of the local council) in an area zoned as a residential zone.
- 3.2 That notwithstanding the provisions of clause 3.1 the Land will not be used for any purpose nor will any part of the Land be used for any purpose unless such use shall be permitted and lawful under and in accordance with the planning regulations from time to time in force and under and in accordance with the conditions of any consent given for or in respect of such use by any council or other authority under such regulations.

That no dwelling, building or structure (including a fence or wall of any nature whatsoever) will be erected or made on in or over the Land or any part of it unless it is strictly in accordance with the Estate Development and Encumbrance Guidelines or, if there are no such guidelines, unless a plan (drawn to scale unless the Encumbrancee shall otherwise agree) showing the

size location dimensions and specifications of such building or structure and a schedule of materials have received the prior written approval of the Encumbrancee.

- 3.2.1 That no site works (including fencing, any excavation, any levelling or filling or any retaining wall or any driveway) will be erected made or carried out on or about the Land or any part of it except in accordance with plans sufficient to outline the works which have received the prior written approval of the Encumbrancee.
- 3.2.2 That no external sign or hoarding or any tank or any mast or pole of any description or television antenna or radio aerial will be erected or made on or over the Land or any part of it on or outside any building or structure on the said Land or on any part of it without the prior written approval of the Encumbrancee.
- 3.2.3 That if the Encumbrancee wishes to do so it may plant up to four trees in any position not more than two metres from the front boundary of the land and the Encumbrancer shall not remove, cut down or prune any tree so planted or any existing tree over two metres in height on the Land so as to affect its viability without the prior written approval of the Encumbrancee and any tree so planted or any such existing tree shall be protected, nurtured and maintained in good condition by the Encumbrancer.

PROVIDED THAT the Encumbrancee will not unreasonably or capriciously refuse or withhold any such approval but a refusal shall not be deemed unreasonable or capricious if a registered architect shall have certified that the proposed works do not conform with the general standards of design and planning of the development of other land within the Development Zone or that the proposed works are undesirable by reason of the effect they would have upon the development, appearance, health or amenities of the neighbourhood or any part of it.

- 3.3 That no undue delay will be permitted by the Encumbrancer to occur in the commencement or in the completion of any work approved by the Encumbrancee and no variation to such work as approved will be permitted other than in accordance with the terms of any subsequent written approval of the Encumbrancee given before such variation was commenced.
- 3.4 That, in addition to and without limiting any of the other restrictions and requirements of this clause 3, the Encumbrancer shall not erect or permit to be erected upon the Land any dwelling unless the Encumbrancer engages a Builder to construct the dwelling and that Builder undertakes works required for construction of the dwelling.

#### 4 NO LAND DIVISION

That the land will not be divided without the prior written consent of the Encumbrancee.

#### 5 COMMENCEMENT AND COMPLETION OF DWELLING

- 5.1 ~~In relation to the construction of a dwelling approved by the Encumbrancee in accordance with clause 3 on the Land:~~
  - 5.1.1 ~~such construction must be commenced within twelve (12) calendar months and fully completed within twenty four (24) calendar months from the date of this Encumbrance;~~
  - 5.1.2 ~~if such construction has not commenced within the time required by clause 5.1.1 or has not completed within the time required by clause 5.1.1 (as applicable) then (without limiting the Encumbrancee's other rights and remedies) liquidated damages shall apply and be payable by the Encumbrancer to the Encumbrancee at the rate of \$80 for each and every day after the due date for commencement or completion (as applicable) pursuant to clause 5.1.1 until such construction is commenced or completed (as applicable) or until a transfer occurs under clause 5.1.3 (if earlier);~~
  - 5.1.3 ~~if such construction has not commenced within twelve (12) calendar months from the date of this Encumbrance or such further time as the Encumbrancee agrees, then (without limiting the Encumbrancee's other rights and remedies) the Encumbrancer will, if the Encumbrancee so requests at any time thereafter, transfer to the Encumbrancee (or its nominee) twenty eight (28) days after the date of such request ("the date of transfer") an estate in fee simple in the Land subject only to this Encumbrance for the original purchase price of {ContSalePrice} and will execute a Memorandum of Transfer of the Land submitted to the Encumbrancer by the Encumbrancee in a form registrable under the Real Property Act 1886 and return it to the Encumbrancee on or prior to the date of Transfer. Rates and taxes and all other outgoings in respect of the Land will be adjusted to the date of Transfer and all costs associated with the Memorandum of Transfer shall be borne by the Encumbrancee (or its nominee). The consideration shall be payable to the Encumbrancer on delivery to the Encumbrancee of the Memorandum of Transfer and any other instruments required to effect a transfer in accordance with this clause. The consideration payable by the Encumbrancee will be~~

reduced by any liquidated damages that have accrued pursuant to clause 5.1.2 and which are unpaid. Such reduction of the consideration will discharge the Encumbrancer's obligation to pay such accrued liquidated damages.

5.2 The Encumbrancee may not request a transfer of the Land pursuant to clause 5.1.3 for a period of 120 days after a mortgagee notifies the Encumbrancee that the mortgagee has the right to exercise a power of sale pursuant to the Real Property Act 1886 (SA).

5.3 Where the Land is proposed to be sold by a mortgagee exercising its power of sale under the Real Property Act 1886 (SA), then before agreeing to sell the Land to a third party, the mortgagee must first make a written offer to the Encumbrancee to purchase the Land (Offer) setting out:

- 5.3.1 the purchase price for the Land; and
- 5.3.2 other material terms for the purchase of the Land,

which offer may be accepted by the Encumbrancee within 7 days after receipt of the Offer, in which case the mortgagee and the Encumbrancee will be deemed to have entered into an agreement for the purchase of the Land on the terms of the Offer.

## 6 NO LEASE OR TRANSFER

6.1 The Encumbrancer shall not lease or transfer the Land before the expiration of twenty (20) years from the date of this Encumbrance unless a dwelling approved by the Encumbrancee in accordance with Clause 3 has been completed on the Land PROVIDED THAT if such a dwelling has not been so completed and the Encumbrancer shall desire to transfer the Land the Encumbrancee shall have the option of re-purchasing the Land subject only to this Encumbrance for the price stated in clause 5.

6.2 In such case the Encumbrancer shall make an offer in writing addressed to the Encumbrancee or its nominee for the price stated in clause 5 and such offer will remain open for acceptance for one calendar month after the date of service of the offer.

6.3 If the offer is accepted the Encumbrancer shall sell the Land to the Encumbrancee or its nominee on the terms set out in this clause and settlement will be effected and the purchase price paid in full within one calendar month from the date of acceptance in exchange for a proper registrable transfer of the Land (subject only to this Encumbrance) and delivery of the duplicate Certificate of Title. Rates and taxes and all other outgoings in respect of the Land will be adjusted to the date of settlement and all costs associated with the transfer will be borne by the Encumbrancee or its nominee.

6.4 The offer shall be served on the Encumbrancee by being left at or posted in a pre-paid envelope addressed to the Encumbrancee at its registered office in South Australia.

6.5 Until the expiration of the period of one month from the date of service of the offer the Encumbrancer shall not be at liberty to transfer or agree to transfer the Land otherwise than in accordance with this option unless in the meantime the Encumbrancee shall in writing unconditionally decline such an offer.

6.6 This clause shall not apply in the case of a transfer of the Land from the executor of the will or the administrator of the estate of the Encumbrancer to a person entitled to the Land under the will or upon the intestacy of the Encumbrancer.

6.7 If the Encumbrancer shall advertise or cause to permit the land to be advertised for sale before a dwelling approved by the Encumbrancee in accordance with clause 3.2.1 has been completed upon the Land or the Encumbrancee has declined an offer to purchase the Land pursuant to clause 6.3, the Encumbrancee shall have the option to purchase the Land at the price referred to in clause 5 on the same terms and conditions as set out in this clause, such option to be exercised by notice in writing to be forwarded to the Encumbrancer at its last known address within one month of the Encumbrancee becoming aware that the Land has been advertised (and a certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date) with settlement to be effected within two calendar months of the exercise of the option.

## 7 RATES AND TAXES

7.1 The Encumbrancer will at all times pay and discharge and perform observe and comply with all rates and taxes charges assessments impositions outgoings liabilities obligations and lawful requirements from time to time payable due levied assessed imposed or requiring to be complied with in respect of the Land.

7.2 On any default under this clause the Encumbrancee may pay satisfy or comply with the default and all costs and expenses incurred by the Encumbrancee in doing so shall be a debt due by the Encumbrancer to the Encumbrancee payable on demand with interest until payment at the rate of 20 per cent per annum.

7.3 Such debt and interest on it may be deducted from any money otherwise payable to the Encumbrance on the exercise of any option by the Encumbrancee under this Encumbrance and until paid or so deducted shall be money secured by this Encumbrance.

8 NOTICES

8.1 Any notice or demand to be given to or made upon the Encumbrancer under this Encumbrance may be given or made in writing signed by any officer of or solicitor or agent for and on behalf of the Encumbrancee by being delivered or posted in a prepaid envelope addressed to the Encumbrancer to or at the last known place of residence of the Encumbrancer.

8.2 Any notice to be given to or served upon the Encumbrancee may be given or served by being delivered or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.

8.3 Any such notice posted shall be deemed to have been received forty-eight hours after the time of posting.

9 COSTS

The costs of the preparation, execution, stamping and registration of this Encumbrance and all stamp duties and registration fees payable on it shall be paid by the Encumbrancer.

10 ENCUMBRANCE IS FOR THE PURPOSE OF DEVELOPMENT

The Encumbrancer acknowledges that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the land comprised in the Development Zone and that the Encumbrancee has declared and undertaken that it has required and will require from each purchaser of the land comprised in the Development Zone as a condition of its sale of that land a Memorandum of Encumbrance in the same or substantially similar form to this instrument and containing the same or substantially similar covenants and other stipulations.

11 YOUR OBLIGATIONS ON TRANSFERRING THE LAND

11.1 You must not sell or transfer or otherwise dispose (or grant any legal or equitable interest in) the land except subject to this encumbrance and procuring a replacement encumbrance from the incoming purchaser to the Encumbrancee, which is to be on the same terms as this encumbrance, which replacement encumbrance must be registered on the title for the Land immediately after the transfer of the Land from the Owner to the incoming purchaser, and before any other interest in the Land is created.

11.2 The Owner and its successors in title will be successively released and discharged from the payment of the Rent Charge and from the observance of the covenants and other stipulations contained and implied in this encumbrance upon ceasing to be registered owner of the Land to the intent that the Rent Charge and covenants and other stipulations will be binding only upon the registered proprietor for the time being of the Land.

12 FURTHER COVENANTS

PROVIDED ALWAYS THAT

12.1 The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations herein contained or implied in this Encumbrance.

12.2 The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the Development Zone and whether they were entered into or imposed before or at the same time as or after the date of this Encumbrance and no such modification or waiver or release shall release the Encumbrancer or his successors in title from the covenants and other stipulations contained or implied in this Encumbrance.

13 Subject to the above provisions the Encumbrancee shall be entitled to all the powers rights and remedies given to Encumbrancees by the Real Property Act 1886.

**DEVELOPMENT ACT, 1993**  
**DECISION NOTIFICATION FORM**

Page: 1

FOR DEVELOPMENT APPLICATION NO. 100/960001

Dated: 02/01/96  
Registered: 02/01/96

**TO:** STUART FOREMAN  
22 OAKBANK CRESENT  
SHEIDOW PARK SA 5158

**LOCATION OF** 22 OAKBANK CRESENT  
**PROPOSED** SHEIDOW PARK  
**DEVELOPMENT:** BEING LOT 555 CONTAINED IN DP 38597

**NATURE OF** GARAGE  
**PROPOSED** BUILDING CLASSIFICATION - 10A  
**DEVELOPMENT:**

IN RESPECT OF THIS PROPOSED DEVELOPMENT YOU ARE INFORMED THAT :-

No work can commence on the proposed development unless it is in strict compliance with the approved plans and details and any conditions of approval which are set out below. There are rights of appeal. Refer to important information on the back of this form.

DEVELOPMENT APPROVAL IS GRANTED SUBJECT TO COMPLIANCE WITH THE FOLLOWING CONDITION(S) :-

1. Stormwater shall be drained to the street water table.

Reasons for Conditions

To ensure adequate compliance with the provisions of the Development Act, 1993.

Date of Decision: 5/1/1996,

Signed



Authorised officer

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT SA 5047

POSTAL ADDRESS  
PO BOX 21  
OAKLANDS PARK SA 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30AM TO 5.00PM.  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

### DEVELOPMENT APPROVAL

**DEVELOPMENT APPLICATION NO. 100/2004/981**

No work can commence on the development unless a Development Approval has been obtained

Dated: 16/05/2004  
Registered: 18/05/2004

TO:	Stuart A Foreman 22 OAKBANK CR SHEIDOW PARK 5158
-----	--

LOCATION OF PROPOSED DEVELOPMENT:	22 OAKBANK CRESCENT SHEIDOW PARK 5158 LOT: 555 DP: 38597 CT: 5166/869
-----------------------------------	--

NATURE OF PROPOSED DEVELOPMENT:	Verandah
---------------------------------	----------

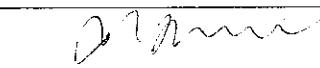
In respect of this proposed development you are informed that:-

NATURE OF DECISION	Is a Consent Required?	Consent Granted or Refused	Date of Decision	Number of Conditions
Provisional Development Plan Consent ( <i>Land Use</i> )	Yes	Granted	28/05/2004	3
Provisional Building Rules Consent	Yes	Granted	28/06/2004	1
Other	No		-	
<b>DEVELOPMENT APPROVAL</b>	<b>Yes</b>	<b>GRANTED</b>	<b>28/06/2004</b>	<b>4</b>

The building classification under the Building Code is: 10A

The development must be in strict compliance with the plans, details and conditions of approval as detailed on the following page(s)

Date of Decision: 28/06/2004

Signed:		Authorised Officer
	John Tran	
Date:	28/06/2004	



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S A 5047

POSTAL ADDRESS  
PO BOX 21  
OAKLANDS PARK S A 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A M TO 5.00PM.  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

### DEVELOPMENT APPROVAL

#### DEVELOPMENT APPLICATION NO. 100/2004/981

No work can commence on the development unless a Development Approval has been obtained

Dated: 16/05/2004  
Registered: 18/05/2004

### CONDITIONS OF APPROVAL

#### Planning Conditions

- (1) All development is to be established in strict accordance with the plans and details dated as received 18 May 2004.
- (2) The verandah herein approved shall not be enclosed unless otherwise approved by Council
- (3) The verandah shall be painted a colour compatible with and complementary to the external finish of the main or existing dwelling

#### Building Conditions

- (1) Stormwater shall be drained to the street water table

#### NOTES:

- (1) Regulation 4 of the Regulations under the Public and Environmental Health Act, an appropriate waste receptacle/enclosure is to be provided to contain all builders' waste. The site is to be maintained in a clean condition free of litter at all times.

#### Reasons for Conditions

To ensure adequate compliance with the provisions of the Development Act, 1993.

Signed:

A handwritten signature in black ink, appearing to read "John Tran".

Authorised Officer

Date:

John Tran  
28/06/2004



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047

POSTAL ADDRESS  
P.O. BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A.M. TO 5.00PM.  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

**DEVELOPMENT APPLICATION**   **NUMBER:** 100/1472/2005  
**DATED:** 18/07/2005  
**REGISTERED ON:** 29/07/2005

<b>TO:</b>	STUART A FOREMAN 22 OAKBANK CRESCENT SHEIDOW PARK SA 5158
------------	---

### LOCATION OF PROPOSED DEVELOPMENT

22 OAKBANK CRESCENT SHEIDOW PARK 5158  
LOT: 555 DP: 38597 CT: 5166/869

### DESCRIPTION OF PROPOSED DEVELOPMENT

Above ground swimming pool

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

<b>NATURE OF DECISION</b>	<b>DECISION</b>	<b>DATE OF DECISION</b>	<b>NUMBER OF CONDITIONS</b>
Provisional Development Plan Consent	Granted	11/08/2005	1
Provisional Building Rules Consent	Granted (by Council)	29/08/2005	2
<b>DEVELOPMENT APPROVAL</b>	Granted	29/08/2005	3

The building classification under the Building Code is Class 10B.

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this sheet.



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047

POSTAL ADDRESS  
P.O. BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A.M. TO 5.00PM.  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

**DEVELOPMENT APPLICATION NUMBER:**

100/1472/2005

**APPLICANT:**

Stuart A Foreman

**LOCATION:**

22 OAKBANK CRESCENT SHEIDOW PARK  
5158

**DESCRIPTION OF DEVELOPMENT:**

LOT: 555 DP: 38597 CT: 5166/869

**DECISION:**

Above ground swimming pool

**DATE OF DECISION:**

Development Approval Granted

29/08/2005

**PROVISIONAL DEVELOPMENT PLAN CONSENT**

GRANTED

Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

Conditions of Consent:

- (1) The development shall proceed in accordance with the plans and details submitted with and forming part of Development Application No.100/1472/2005 except when varied by the following conditions of consent.

**PROVISIONAL BUILDING RULES CONSENT**

GRANTED

Conditions of Consent:

- (1) The swimming pool 'Isolation Barriers' shall be completed prior to the placement of water in the swimming pool.
- (2) Wastewater from backwash or draining shall be discharged to the sewer.



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047

POSTAL ADDRESS  
PO. BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A.M. TO 5.00PM.  
TELEPHONE (08) 8375.6600  
FACSIMILE (08) 8375 6699  
EMAIL council@marion.sa.gov.au  
www.marion.sa.gov.au

## NOTES:

### General:

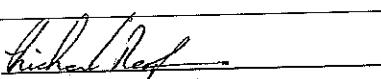
- (1) In undertaking the subject development the applicant should consider the retention of any existing trees and the replacement of any removed with suitable species in appropriate locations.
- (2) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles should be provided. In the case where no driveway invert exists, the kerb can be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if a paved Council footpath exists, this should also be removed in alignment with the removed section of kerb. The applicant should also take note of other information provided regarding use of, damage to and construction on Council owned land.
- (3) Council requires notification on completion of the swimming pool and pool safety barrier.

### Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

### Approval Timeframes:

- (1) The proposed development must:
  - be substantially commenced within twelve months from the date full Development Approval is granted; and
  - be completed within three years of full Development Approval being grantednoting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

Signed:	 Richard Neaylon Authorised Officer
Date:	31/8/05



Administration Centre	Office Hours	Postal Address	Phone (08) 8375 6600 Fax (08) 8375 6699 council@marion.sa.gov.au www.marion.sa.gov.au
245 Sturt Road, Sturt South Australia 5047	Monday to Friday 8.30am to 5.00pm	PO Box 21, Oaklands Park South Australia 5046	

## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

DEVELOPMENT APPLICATION NUMBER: 100/1695/2009  
DATED: 20/08/2009  
REGISTERED ON: 20/08/2009

TO:	Stuart Arthur Foreman 22 Oakbank Cr Sheidow Park 5158
-----	---

LOCATION OF PROPOSED DEVELOPMENT	
22 Oakbank Crescent Sheidow Park 5158 Lot: 555 DP: 38597 CT: 5166/869	

DESCRIPTION OF PROPOSED DEVELOPMENT	
Freestanding Carport	

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

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	28/08/2009	4
Building Rules Consent	Granted (by Council)	09/09/2009	1
DEVELOPMENT APPROVAL	Granted	9/09/2009	5

The building classification under the Building Code is Class 10A.

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this sheet.



Administration Centre	Office Hours	Postal Address	Phone (08) 8375 6600 Fax (08) 8375 6699 council@marion.sa.gov.au www.marion.sa.gov.au
245 Sturt Road, Sturt South Australia 5047	Monday to Friday 8.30am to 5.00pm	PO Box 21, Oaklands Park South Australia 5046	

**DEVELOPMENT APPLICATION NUMBER:** 100/1695/2009  
**APPLICANT:** Stuart Arthur Foreman  
**LOCATION:** 22 Oakbank Crescent Sheidow Park 5158  
**DESCRIPTION OF DEVELOPMENT:** Lot: 555 DP: 38597 CT: 5166/869  
**DECISION:** Freestanding Carport  
**DATE OF DECISION:** Development Approval Granted  
9/09/2009

## DEVELOPMENT PLAN CONSENT

GRANTED

### Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

### Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/1695/2009 except when varied by the following conditions of consent.
- (2) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.
- (3) The structure shall not be enclosed on any side with any solid material, roller door, or the like at any time unless the further development approval of the Council is obtained.
- (4) The posts, fascias, guttering and trim of the structure shall be of materials or be colour coated or painted to match or complement the exterior appearance of the existing dwelling on the site.



Administration Centre	Office Hours	Postal Address	Phone (08) 8375 6600 Fax (08) 8375 6699 council@marion.sa.gov.au www.marion.sa.gov.au
245 Sturt Road, Sturt South Australia 5047	Monday to Friday 8.30am to 5.00pm	PO Box 21, Oaklands Park South Australia 5046	

## BUILDING RULES CONSENT

GRANTED

### Conditions of Consent:

- (1) The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied to the footings.

### NOTES:

#### General:

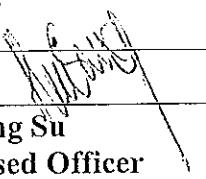
nil

#### Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

#### Approval Timeframes:

- (1) The proposed development must:
  - be substantially commenced within twelve months from the date full Development Approval is granted; and
  - be completed within three years of full Development Approval being grantednoting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

Signed:	 How Seng Su Authorised Officer
Date:	9 / 9 / 2009



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047

POSTAL ADDRESS  
P.O. BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A.M. TO 5.00P.M.  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

## DECISION NOTIFICATION FORM

### DEVELOPMENT ACT 1993

DEVELOPMENT APPLICATION      NUMBER: 100/1922/2009  
    DATED: 16/09/2009  
    REGISTERED ON: 16/09/2009

TO:	Freeform Pools 3/3 Circuit Drv Hendon SA 5014
-----	---

#### LOCATION OF PROPOSED DEVELOPMENT

22 Oakbank Crescent Sheidow Park 5158 Lot: 555 DP: 38597 CT: 5166/869
--

#### DESCRIPTION OF PROPOSED DEVELOPMENT

Swimming Pool
---------------

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

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	02/10/2009	2
Building Rules Consent	Granted (by Council)	09/10/2009	2
DEVELOPMENT APPROVAL	Granted	09/10/2009	4

The building classification under the Building Code is Class 10B.

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this sheet.



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047

POSTAL ADDRESS  
PO. BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A.M. TO 5.00P.M.  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

**DEVELOPMENT APPLICATION NUMBER:** 100/1922/2009  
**APPLICANT:** Freeform Pools  
**LOCATION:** 22 Oakbank Crescent Sheidow Park 5158  
**DESCRIPTION OF DEVELOPMENT:** Lot: 555 DP: 38597 CT: 5166/869  
**DECISION:** Swimming Pool  
**DATE OF DECISION:** Development Approval Granted  
**09/10/2009**

## DEVELOPMENT PLAN CONSENT

GRANTED

### Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

### Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/1922/2009 except when varied by the following conditions of consent.
- (2) All ancillary swimming pool plant/equipment shall be located a minimum 5.0 metres from any adjoining neighbouring dwelling and shall be contained within a sound reducing enclosure.

## BUILDING RULES CONSENT

GRANTED

### Conditions of Consent:

- (1) The swimming pool 'Isolation Barriers' shall be completed prior to the placement of water in the swimming pool.
- (2) Wastewater from backwash or draining shall be discharged to the sewer.



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047

POSTAL ADDRESS  
P.O. BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A.M. TO 5.00P.M.  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

## NOTES:

### General:

- (1) In undertaking the subject development the applicant should consider the retention of any existing trees and the replacement of any removed with suitable species in appropriate locations.
- (2) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles should be provided. In the case where no driveway invert exists, the kerb can be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if a paved Council footpath exists, this should also be removed in alignment with the removed section of kerb. The applicant should also take note of other information provided regarding use of, damage to and construction on Council owned land.
- (3) Council requires notification on completion of the swimming pool and pool safety barrier.

### Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047

POSTAL ADDRESS  
P.O. BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A.M. TO 5.00P.M.  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

Approval Timeframes:

(1) The proposed development must:

- be substantially commenced within twelve months from the date full Development Approval is granted; and
- be completed within three years of full Development Approval being granted noting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

Signed:

A handwritten signature of John Tran.

John Tran  
Authorised Officer

Date:

12/10/2009

Cc:

S A & C L Foreman  
22 Oakbank Cr  
Sheidow Park 5158



# 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:

2538722

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

**DATE OF ISSUE**

30/01/2024

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME																					
19478303	G M & J A REID																					
<b>PROPERTY DESCRIPTION</b>																						
22 OAKBANK CRES / SHEIDOW PARK SA 5158 / LT 555																						
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR																		
1053201003	CT 5166/869	\$740,000.00	R4 1.000	RE 0.400																		
<b>LEVY DETAILS:</b>																						
<table> <tr> <td><b>FIXED CHARGE</b></td> <td>\$</td> <td>50.00</td> </tr> <tr> <td><b>+ VARIABLE CHARGE</b></td> <td>\$</td> <td>299.55</td> </tr> <tr> <td><b>- REMISSION</b></td> <td>\$</td> <td>187.70</td> </tr> <tr> <td><b>- CONCESSION</b></td> <td>\$</td> <td>0.00</td> </tr> <tr> <td><b>+ ARREARS / - PAYMENTS</b></td> <td>\$</td> <td>-80.00</td> </tr> <tr> <td><b>= AMOUNT PAYABLE</b></td> <td>\$</td> <td>81.85</td> </tr> </table>					<b>FIXED CHARGE</b>	\$	50.00	<b>+ VARIABLE CHARGE</b>	\$	299.55	<b>- REMISSION</b>	\$	187.70	<b>- CONCESSION</b>	\$	0.00	<b>+ ARREARS / - PAYMENTS</b>	\$	-80.00	<b>= AMOUNT PAYABLE</b>	\$	81.85
<b>FIXED CHARGE</b>	\$	50.00																				
<b>+ VARIABLE CHARGE</b>	\$	299.55																				
<b>- REMISSION</b>	\$	187.70																				
<b>- CONCESSION</b>	\$	0.00																				
<b>+ ARREARS / - PAYMENTS</b>	\$	-80.00																				
<b>= AMOUNT PAYABLE</b>	\$	81.85																				

**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**

29/04/2024



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

**PAYMENT REMITTANCE ADVICE**

**OWNERSHIP NUMBER**

19478303

**OWNERSHIP NAME**

G M & J A REID

**AGENT NUMBER**

100019480

**ASSESSMENT NUMBER**

1053201003

**AGENT NAME**

ECKERMANN FORMS

**AMOUNT PAYABLE**

\$81.85

**EXPIRY DATE**

29/04/2024

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE**

**Online at:** **OR** **By Post to:**

**www.revenuesaonline.sa.gov.au**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



**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:

2538722

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

30/01/2024

ENQUIRIES:  
Tel: (08) 8226 3750  
Email: landtax@sa.gov.au

**OWNERSHIP NAME**  
G M & J A REID

**FINANCIAL YEAR**  
2023-2024

**PROPERTY DESCRIPTION**

22 OAKBANK CRES / SHEIDOW PARK SA 5158 / LT 555

<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> (A "+" indicates multiple titles)	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
1053201003	CT 5166/869	\$290,000.00	0.0796 HA

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

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

**Please Note:**

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

**ON OR BEFORE** 29/04/2024



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE**

**Online at:**

**OR**

**By Post to:**

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

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001

# LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



Certificate No: **103693**

Date: **31/01/2024**

Receipt No:

Reference No:

Fax No:

PO Box 21, Oaklands Park  
South Australia 5046

245 Sturt Road, Sturt  
South Australia 5047

**Eckermann Forms - North East**  
**PO Box 7340 Hutt Street**  
**ADELAIDE SA 5000**

**T** (08) 8375 6600  
**F** (08) 8375 6699  
**E** council@marion.sa.gov.au

## CERTIFICATE

*Section 187 of the Local Government Act*

Assessment Number: **402792**

Valuer General No.: **1053201003**

Property Description: **Lot: 555 DP: 38597 CT: 5166/869**

Property Address: **22 Oakbank Crescent SHEIDOW PARK 5158**

Owner: **J A & G M Reid**

*Additional Information:*

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

<b>Rates/Natural Resources Levy:</b>	<b>Total</b>
<b>Rates for the current year</b> (includes Natural Resources Levy)	\$1,958.47
Overdue/Arrears	\$0.00
Interest	\$0.02
Adjustments	-\$0.04
Legal Fees	\$0.00
Less Payments Received	-\$980.45
Less Capping Rebate (if applicable)	\$0.00
Less Council Rebate	\$0.00
<b>Debtor:</b> Monies outstanding (which are a charge on the land) in addition to Rates due	
	<b>Total Outstanding</b> <b>\$978.00</b>

**Please be advised:** The first instalment is due **1<sup>st</sup> September 2023** with four quarterly instalments falling due on 01/09/2023, 01/12/2023, 01/03/2024 and 03/06/2024. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

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

**BPAY Details for Council Rates:**

**Biller Code: 9613**

**Reference Number: Assessment Number as above**

# CERTIFICATE

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



Eckermann Forms - North East  
PO Box 7340 Hutt Street  
ADELAIDE SA 5000

Assessment No: 402792  
Certificate of Title: Lot: 555 DP: 38597 CT: 5166/869  
Property Address: 22 Oakbank Crescent SHEIDOW PARK 5158  
Owner: J A & G M Reid

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

<i>Development Act 1993 (repealed)</i>	
section 42—Condition (that continues to apply) of a development authorisation?	100/1996/1 100/2009/1992 100/2009/1695 100/2005/1472 100/2004/981
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
section 55—Order to remove or perform work	Nil
section 56—Notice to complete development	Nil
section 57—Land management agreement	Nil
section 69—Emergency order	Nil
section 71—Fire safety notice	Nil
section 84—Enforcement notice	Nil
section 85(6), 85(10) or 106—Enforcement order	Nil
Part 11 Division 2—Proceedings	Nil

*Planning, Development and Infrastructure Act 2016*

Part 5 – Planning and Design Code	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Click the link to check if a Code Amendment applies:  <a href="#">Code Amendment Map Viewer (geohub.sa.gov.au)</a>
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	Is there a State heritage place on the land or is the land situated in a State heritage area?	
	Is the land designated as a local heritage place?	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		

section 141—Order to remove or perform work	Nil
section 142—Notice to complete development	Nil
section 155—Emergency order	Nil
section 157—Fire safety notice	Nil
section 198(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 198(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 Division 1—Proceedings	Nil
section 213—Enforcement notice	Nil
section 214(6), 214(10) or 222—Enforcement order	Nil
<b><i>Repealed Act conditions</i></b>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nil
<b><i>Fire and Emergency Services Act 2005</i></b>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<b><i>Food Act 2001</i></b>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<b><i>Housing Improvement Act 1940 (repealed)</i></b>	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<b><i>Local Government Act 1934 (repealed)</i></b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b><i>Local Government Act 1999</i></b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b><i>Local Nuisance and Litter Control Act 2016</i></b>	
section 30—Nuisance or litter abatement notice	Nil
<b><i>Land Acquisition Act 1969</i></b>	
section 10—Notice of intention to acquire	Nil
<b><i>Public and Environmental Health Act 1987 (repealed)</i></b>	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2</i> —Condition (that continues to apply) of an approval	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19</i> —Maintenance order (that has not been complied with)	Nil
<b><i>South Australian Public Health Act 2011</i></b>	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4</i> —Condition (that continues to apply) of an approval	Nil
<b>Particulars of building indemnity insurance</b>	See Attached

Does the council hold details of any development approvals relating to:

- commercial or industrial activity at the land; or
- a change in the use of the land or part of the land (within the meaning of the repealed Development Act 1993 or the Planning, Development and Infrastructure Act 2016)?

**No**

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

*Note—*

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

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

*It should be noted that—*

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

---

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

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

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

Sign:



Date: 31/01/2024

## Data Extract for Section 7 search purposes

Valuation ID 1053201003

**Data Extract Date:** 31/01/2024

**Parcel ID:** D38597 A555

**Certificate Title:** CT5166/869

**Property Address:** 22 OAKBANK CR SHEIDOW PARK SA 5158

### Zones

Suburban Neighbourhood (SN)

### Subzones

No

### Zoning overlays

#### Overlays

##### **Airport Building Heights (Regulated) (All structures over 30 metres)**

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

##### **Affordable Housing**

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

##### **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.

##### **Prescribed Wells Area**

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

##### **Regulated and Significant Tree**

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

##### **Stormwater Management**

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

##### **Urban Tree Canopy**

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

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

No

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

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

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

No

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

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

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

NO

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

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

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

#### **Associated Development Authorisation Information**

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

No

#### **Land Management Agreement (LMA)**

No

Account Number      L.T.O Reference      Date of issue      Agent No.      Receipt No.  
 10 53201 00 3      CT5166869      30/1/2024      7793      2538722

ECKERMANN FORMS  
 PO BOX 191  
 CAMPBELLTOWN SA 5074  
 searches@eckermannforms.com

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: G M & J A REID  
 Location: 22 OAKBANK CRES SHEIDOW PARK LT 555  
 Description: 8H DCP IG SP      Capital      \$ 740 000  
 Value:  
 Rating: Residential

### Periodic charges

Raised in current years to 31/12/2023

	Arrears as at: 30/6/2023	:	\$
		:	22.12CR
Water main available:	16/3/1994	Water rates	: 74.20
Sewer main available:	1/7/1994	Sewer rates	: 227.18
		Water use	: 129.55
		SA Govt concession	: 0.00
		Recycled Water Use	: 0.00
		Service Rent	: 0.00
		Recycled Service Rent	: 0.00
		Other charges	: 0.00
		Goods and Services Tax	: 0.00
		Amount paid	: 408.81CR
		Balance outstanding	: 0.00

Degree of concession: 00.00%

Recovery action taken: FULLY PAID

Next quarterly charges:      Water supply: 74.20      Sewer: 113.59      Bill: 7/2/2024

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

The last Water Use Year ended on 21/04/2023.

From 1/7/2015, Save the River Murray Levy charges no longer apply.

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

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



Government of  
 South Australia

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

I300 SA WATER  
 (1300 729 283)  
 ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)



**Government of  
South Australia**

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

**I300 SA WATER**  
(1300 729 283)  
ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)

## South Australian Water Corporation

Name:  
G M & J A REID

Water & Sewer Account  
Acct. No.: 10 53201 00 3

Amount: \_\_\_\_\_

Address:  
22 OAKBANK CRES SHEIDOW PARK LT  
555

---

### Payment Options

**EFT****EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1053201003



Biller code: 8888  
Ref: 1053201003

Telephone and Internet Banking — BPAY®

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

**Paying online**

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

**Paying by phone**

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

SA Water account number: 1053201003



**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](http://sawater.com.au)



MASTER BUILDERS ASSOCIATION OF SOUTH AUSTRALIA INCORPORATED  
47 South Terrace, Adelaide, 5000. Phone: 211 7466.

## CERTIFICATE IN RESPECT OF INSURANCE

(Builders Licensing Act, 1986, section 29, and Builders Licensing Regulations, 1987, regulation 14)

Certificate No. 3777

This Policy complies with Division III of Part V of the Builders Licensing Act, 1986, and has been issued by: State Insurance Office, (Vic.), (Lead Insurer), G.P.O. Box 22584, Melbourne, 3001.

IN FAVOUR OF:

(Proprietors): S. E. J. FOREMAN

Of: (Postal Address): 112/1-13 GROSVENOR PLACE

MELBOURNE, VIC. Postcode: 3167

(Referred to as "the insured")

Your application for insurance under the COMPLETION AND WARRANTY INSURANCE Master Policy issued to MASTER BUILDERS ASSOCIATION OF SOUTH AUSTRALIA INCORPORATED, has been accepted subject to the terms and conditions of the policy. The Master Policy may be inspected on appointment at the office of the MASTER BUILDERS ASSOCIATION OF SOUTH AUSTRALIA INCORPORATED.

LOCATION OF WORKS: 147-555 DAYBANK GRES, SOUTHWAY RAIL. Postcode: 5139.  
(If same as home owner's address as shown, put "as above")

DESCRIPTION OF WORKS: CONSTRUCTION OF RESIDENCE  
(here insert brief description of work being done)

VALUE OF CONTRACT: \$63,700.00

ESTIMATED DATE OF COMMENCEMENT OF CONTRACT: 31/3/94

ESTIMATED DATE OF COMPLETION OF CONTRACT: 31/12/94

NAME AND ADDRESS OF CONTRACTOR: ALAN JACKMBOTHAM PTY LTD  
35 NORTH COE, HACONBY, 5069

LICENCE NUMBER: 102352

SIGNED:   
for and on behalf of Insurers.

ON: 17/1/94

AT: ADELAIDE, SOUTH AUSTRALIA

### CONDITIONS:

The insurer will not provide indemnity or pay with respect to the indemnity provided for the first \$250 or such lesser amount as provided for under the Builders Licensing Act, 1986 or any regulations thereto, of each claim in respect of any benefit under the cover provided, refer overleaf.

Premium	\$	Administration fee	\$	State stamp duty	\$
<b>TOTAL COST:</b>	<b>\$725.00</b>				

White : Owner      Pink : Council      Blue : Underwriter      Green : MBA (SA) Inc.      Yellow : Builder