



## Certificate of Title - Volume 5794 Folio 307

**Parent Title(s)** CT 5693/10

**Creating Dealing(s)** RTC 8923292

**Title Issued** 31/07/2000      **Edition** 8      **Edition Issued** 15/11/2021

### Estate Type

FEE SIMPLE

### Registered Proprietor

JESSE STEVEN TRENT  
NIKOLA RENEE TRENT  
OF 58 WOODEND ROAD SHEIDOW PARK SA 5158  
AS JOINT TENANTS

### Description of Land

ALLOTMENT 304 DEPOSITED PLAN 53754  
IN THE AREA NAMED SHEIDOW PARK  
HUNDRED OF NOARLUNGA

### Easements

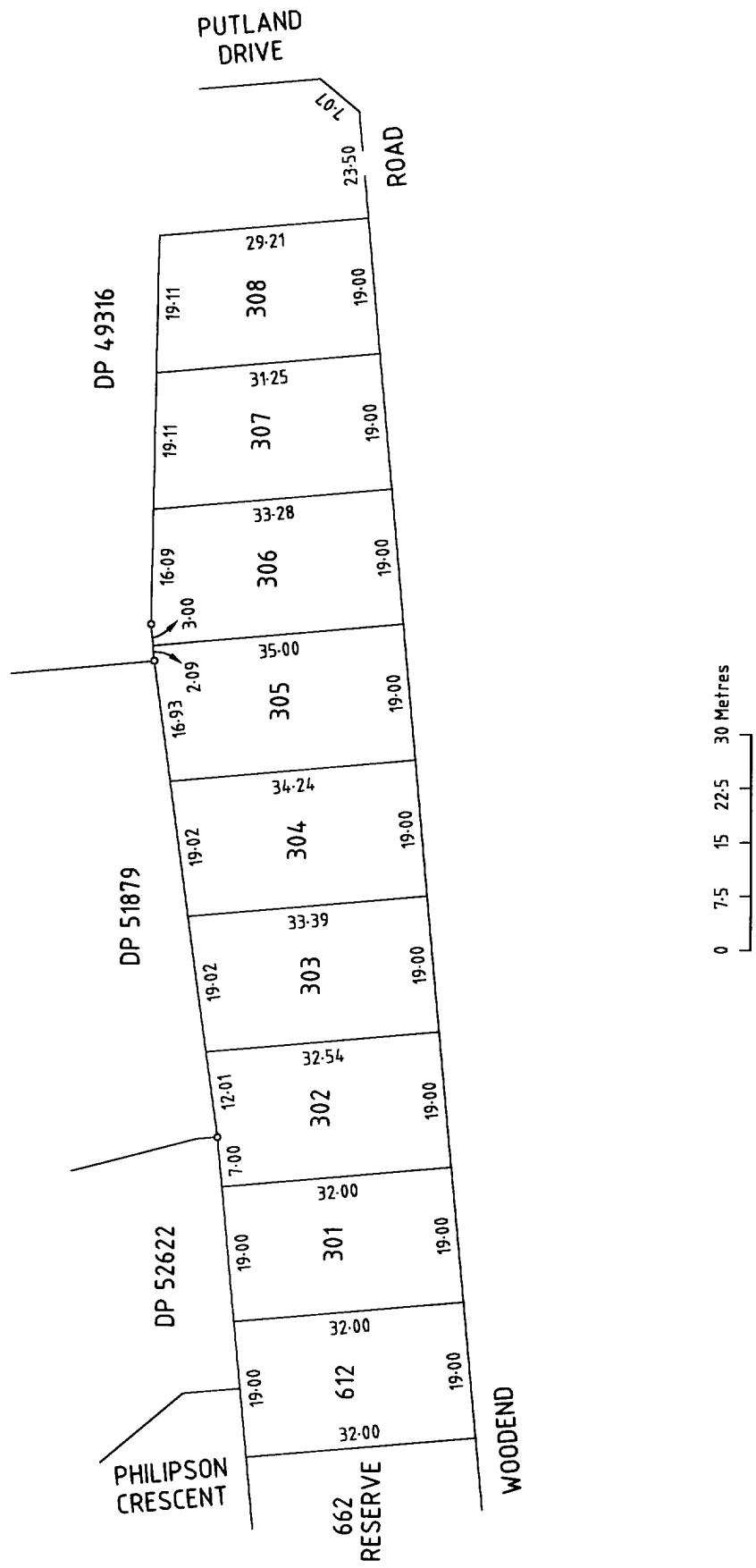
NIL

### Schedule of Dealings

Dealing Number	Description
13065709	ENCUMBRANCE TO HICKINBOTHAM HOMES PTY. LTD. (ACN: 007 618 797)
13653847	MORTGAGE TO BANK OF QUEENSLAND LTD. (ACN: 009 656 740)

### Notations

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



# Property Interest Report

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

Title Reference	CT 5794/307	Reference No. 2466768
Registered Proprietors	J S & N R*TRENTO	Prepared 19/05/2023 13:19
Address of Property	58 WOODEND ROAD, SHEIDOW PARK, SA 5158	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046	

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

## Table of Particulars

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

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

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

### 1. General

1.1	Mortgage of land	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.	<b>Aboriginal Heritage Act 1988</b>	
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
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*[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>
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## 8. Environment Protection Act 1993

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
<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
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## **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**

**Miscellaneous Technical Enhancement** - proposes a series of technical amendments which aim to enhance the general performance & operation of the Planning & Design Code (the Code). It is primarily focused on addressing technical & operational elements within the Code, as opposed to changing policy intent or outcomes. For more information, refer to the 'Code Amendments' page on PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone 1800752664.

29.2 section 127 - Condition (that continues to apply) of a development authorisation

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

State Planning Commission in the Department for 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

Contact the vendor for these details

Contact the vendor for these details

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

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

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 agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for 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
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### **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)</i> (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

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

32.1	section 66 - Direction or requirement to avert	Public Health in DHW has no record of any direction or requirement affecting this title
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	spread of disease	
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
<b>33.</b>	<b><i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i></b>	
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
<b>34.</b>	<b><i>Water Industry Act 2012</i></b>	
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<b>An SA Water Certificate will be forwarded.</b> <b>If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950</b> 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.
<b>35.</b>	<b><i>Water Resources Act 1997 (repealed)</i></b>	
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
<b>36.</b>	<b><i>Other charges</i></b>	
36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also Contact the vendor for these details also Contact the Local Government Authority for other details that might apply

## Other Particulars

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

1. Particulars of transactions in last 12 months Contact the vendor for these details
2. Particulars relating to community lot (including strata lot) or development lot Enquire directly to the Secretary or Manager of the Community Corporation
3. Particulars relating to strata unit Enquire directly to the Secretary or Manager of the Strata Corporation
4. Particulars of building indemnity insurance Contact the vendor for these details  
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

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The following additional information is provided for your information only.

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

1. Pipeline Authority of S.A. Easement Epic Energy has no record of a Pipeline Authority Easement relating to this title
2. State Planning Commission refusal No recorded State Planning Commission refusal
3. SA Power Networks SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4. South East Australia Gas Pty Ltd SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5. Central Irrigation Trust Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6. ElectraNet Transmission Services ElectraNet has no current record of a high voltage transmission line traversing this property
7. Outback Communities Authority Outback Communities Authority has no record affecting this title
8. Dog Fence (*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

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

Orig. E 13065709



12:35 14-Feb-2019  
4 of 5

4 of 5

SERIES NO	PREFIX
4	E

**AGENT CODE**

LODGED BY:

Gabi

**CORRECTION TO:** Optima Conveyancing      **OPTA62**  
**File Ref:** H31737

**SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)**

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

## LANDS TITLES REGISTRATION OFFICE

## SOUTH AUSTRALIA

## ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

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

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

CORRECTION	PASSED
	<i>144</i>
REGISTERED 26/2/19	

## ENCUMBRANCE

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

### LAND DESCRIPTION

The whole of the land comprised in Certificate of Title Volume 5794 Folio 307 /

### ESTATE & INTEREST

An estate in fee simple

### ENCUMBRANCER (Full name and address)

JESSE STEVEN TRENTO and NIKOLA RENEE TRENTO both of 58 Woodend Road Sheidow Park SA 5158

### ENCUMBRANCEE (Full name, address and mode of holding)

HICKINBOTHAM HOMES PTY LTD ACN 007 618 797 of 25 North Terrace Hackney 5069

### OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge (a) TEN CENTS \$0.10 (if demanded)

(b) State the term of the annuity or rent charge.  
If for life use the words "during his or her lifetime" (b) TO BE PAID TO THE ENCUMBRANCEE as a yearly rent charge for a term of 100 years commencing on the date of this Encumbrance

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted. (c) AT THE TIMES AND IN THE MANNER FOLLOWING on the first day of January in each year commencing on the 1<sup>st</sup> day of January following the date of this Encumbrance AND with the performance and observance of the following covenants

---

## 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 53754 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.

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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

~~In relation to the construction of a dwelling approved by the Encumbrancee in accordance with clause 3 on the Land:~~

- ~~5.1 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;~~
- ~~5.2 if such construction has not commenced within the time required by clause 5.1 or has not completed within the time required by clause 5.1 (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 until such construction is commenced or completed (as applicable) or until a transfer occurs under clause 5.3 (if earlier);~~

5.3 ~~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 such price being ten percent (10%) less than the original purchase price of \$ as the Encumbrancee may in its sole discretion determine 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 5.2 and which are unpaid. Such reduction of the consideration will discharge the Encumbrancer's obligation to pay such accrued liquidated damages.~~

## 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 Encumbrances by the Real Property Act 1886.

\* Delete the inapplicable

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed \*herein / \*in Memorandum No. \_\_\_\_\_ subject to such exclusions and amendments specified herein.

DATED..... 14/2/2019.....

**CERTIFICATION** \*Delete the inapplicable

**Encumbrancer(s)**

\*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancer.

\*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

\*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



.....  
Dale Wood  
Registered Conveyancer

for: Morphett Vale Conveyancing

on behalf of the Encumbrancer

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**Encumbrancee(s)**

\*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancee.

\*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

\*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



.....  
Marny Kuhl Hayde  
Registered Conveyancer

for: Optima Conveyancing

on behalf of the Encumbrancee

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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: 100/1131/2006  
DATED: 02/06/2006  
REGISTERED ON: 05/06/2006

TO:	Freeform Pools C/- Pbs Australia 607 Marion Road South Plympton SA 5038
-----	--

LOCATION OF PROPOSED DEVELOPMENT	
58 Woodend Road Sheidow Park 5158 LOT: 304 DP: 53754 CT: 5794/307	

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
Provisional Development Plan Consent	Granted	31/05/2006	2
Provisional Building Rules Consent	Granted (by Private Certifier)	02/06/2006	1
DEVELOPMENT APPROVAL	Granted	06/06/2006	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 page.



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)

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**DEVELOPMENT APPLICATION NUMBER:** 100/1131/2006  
**APPLICANT:** Freeform Pools  
**LOCATION:** 58 Woodend Road Sheidow Park 5158  
**DESCRIPTION OF DEVELOPMENT:** Swimming Pool  
**DECISION:** Development Approval Granted  
**DATE OF DECISION:** 06/06/2006

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## 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.100/1131/2006 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.

## PROVISIONAL BUILDING RULES CONSENT

GRANTED

### Conditions of Consent:

Please refer to the attached copy of your Private Certifier's Provisional Building Rules Consent for Conditions of Consent (if applicable).



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:

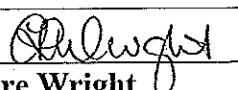
- (1) In undertaking the subject development the applicant should consider the retention of any existing trees and the replacement of any removed with suitable species in appropriate locations.
- (2) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery 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.

### 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:	 Clare Wright Authorised Officer
Date:	6/6/2006

Cc:

JK Eglinton & Ms P R Edwards  
58 Woodend Road  
Sheidow Park SA 5158

## DECISION NOTIFICATION FORM

DEVELOPMENT NO.: 100/1131/2006

RECEIVED

CITY OF MARION

REFERENCE NO.: PBS/9190/2006  
INFORMATION MANAGEMENT

DEVELOPMENT APPLICATION: Dated:

5 JUN 2006 Registered On: 23/May/2006

To: Freeform Pools  
3/3 Circuit Drive  
HENDON SA 5014.FILE NO. 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

## LOCATION OF PROPOSED DEVELOPMENT

House No.: 58 Lot No.:Street: Woodend Road Suburb: SHEIDOW PARK

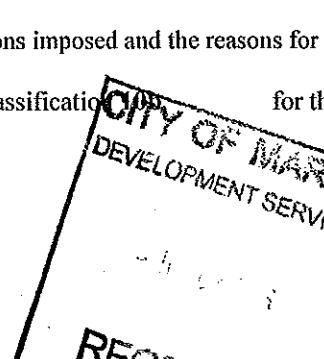
## NATURE OF PROPOSED DEVELOPMENT

swimming pool and safety fencing

Dated: 02 June 2006

Signed:

Building Surveyor/Private Certifier



COUNCIL COPY

NO WORK CAN COMMENCE ON THIS DEVELOPMENT UNLESS A DEVELOPMENT APPROVAL HAS BEEN OBTAINED. IF ONE OR MORE CONSENTS HAVE BEEN GRANTED ON THIS NOTIFICATION FORM, YOU MUST NOT START ANY SITE WORKS OR BUILDING WORK OR CHANGE THE USE OF THE LAND UNTIL YOU HAVE ALSO RECEIVED NOTIFICATION OF A DEVELOPMENT APPROVAL.

## **PROVISIONAL BUILDING RULES CONSENT CONDITIONS**

1. Design , construction & performance of fences, gates, retaining walls, windows, doorsets and balconies intended to form part of a barrier that will restrict the access of young children to swimming pools are to comply with the Building Code of Australia Part 3.9.3 and Australian Standard AS1926.1-1993 (examples of suitable design attached). These barriers are to be erected prior to placing water in the swimming pool.

## **PROVISIONAL BUILDING RULES CONSENT NOTES**

1. Notification by the owner must be given to the Council at the following stages:
  - one business day's notice of the intended commencement of building work on the site, and
  - one business days notice of the completion of the building work.Council may have a requirement to be notified at other stages of construction. It is strongly recommended you read all documentation from Council to ensure you do not commit an offence under the Development Act 1993.
2. Notification of proposed excavation may be required to be given to the adjoining owner pursuant to Regulation 75(1). (Regulation attached)
3. Unless specifically detailed in the Consent the pool is approved on the basis that no buildings or other such structures are to be built within a distance equal to the depth of the pool.
4. Your attention is draw to the specifications provided by the design engineer for the construction of In-ground Fibreglass Swimming Pools in particular: -
  - Notification of variation of soil types, and
  - Excavation and site grading

N.B. attachments intended for the Applicant only. Attachments included are;

- Development Regulation 1993 – Regulation 753
- Typical examples of safety fencing (Building Code of Australia Figure 3.9.3.1)
- Is your swimming pool kid safe? brochure provided by Planning SA



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:** 100/1279/2008  
    **DATED:** 20/10/2008  
    **REGISTERED ON:** 22/10/2008

**TO:** Murray Roberts & Associates  
10/230 Main South Road  
MORPHETT VALE SA 5162

### LOCATION OF PROPOSED DEVELOPMENT

58 Woodend Road Sheidow Park 5158  
Lot: 304 DP: 53754 CT: 5794/307

### DESCRIPTION OF PROPOSED DEVELOPMENT

Dwelling Addition Two Storey and Dwelling Addition - Balcony

*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>
<b>Development Plan Consent</b>	Granted	01/07/2008	4
<b>Building Rules Consent</b>	Granted (by Private Certifier)	20/10/2008	4
<b>DEVELOPMENT APPROVAL</b>	Granted	28/10/2008	8

The building classification under the Building Code is Class 1A and 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 page.



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245 STURT ROAD  
STURT S.A. 5047

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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:** 100/1279/2008  
**APPLICANT:** Murray Roberts & Associates  
**LOCATION:** 58 Woodend Road Sheidow Park 5158  
**DESCRIPTION OF DEVELOPMENT:** Lot: 304 DP: 53754 CT: 5794/307  
Dwelling Addition Two Storey and Dwelling  
Addition - Balcony  
**DECISION:** Development Approval Granted  
**DATE OF DECISION:** 28/10/2008

## 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.100/1279/2008 except when varied by the following conditions of consent.
- (2) The external materials and finishes of the new building work shall match or complement those of the existing building, to the reasonable satisfaction of the Council.
- (3) All buildings and paved areas shall be connected to a stormwater collection and disposal system that is connected to the street watertable or, where relevant, back of block drainage pipes.
- (4) 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.

## BUILDING RULES CONSENT

GRANTED

### Conditions of Consent:

Please refer to the attached copy of your Private Certifier's Building Rules Consent for Conditions of Consent (if applicable).

**NOTES:**

General:

- (1) 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.
- (2) In assessing your application it has been determined that it is likely that you will be undertaking work that may affect the stability of adjoining land. Section 60 of the Development Act 1993 and Regulation 75 of the Development Regulations 1993, prescribe that your neighbour has a right to be notified by you 28 days prior to you undertaking that work. This is to enable your neighbour to obtain a report for which you are obliged to pay, that specifies any work that is required to be undertaken to ensure the stability of your neighbour's property is maintained during and following the undertaking of the work you propose. You should make yourself aware of these requirements before proceeding.
- (3) Council requires at least one business days notice of the following stages of building work:-
  - a) prior to the placement of any concrete for footings or other structural purposes (Note - Where an engineer carries out an inspection, Council will also require a copy of the inspection certificate); and
  - b) at the completion of wall and roof frames prior to the fixing of any internal linings.
- (4) On completion of building work, the Development Act requires that a signed Statement of Compliance from the licensed builder be provided to the relevant authority declaring that the building work carried out is in accordance with the relevant approvals (pursuant to Regulation 83AB of the Development Regulations 1993).

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:  
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[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:	 Janaki Benson Authorised Officer
Date:	28/10/2008

COUNCIL COPY

## DECISION NOTIFICATION FORM

DEVELOPMENT NO.: 100/1279/2008

PBS REFERENCE NO.: 15250

DEVELOPMENT APPLICATION Received: 8<sup>th</sup> October 2008

To: Murray Roberts & Associates  
10-230 Main South Road  
MORPHETT VALE SA 5162

### LOCATION OF PROPOSED DEVELOPMENT

58 Woodend Road SHEIDOW PARK

### NATURE OF PROPOSED DEVELOPMENT

Two Storey Dwelling Addition & Alterations, Balcony and Verandah

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

NATURE OF DECISION	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	01/07/2008	FOUR		
Building Rules Consent	20/10/2008	FOUR		
Development Approval	<b>TO BE ISSUED BY COUNCIL</b>			

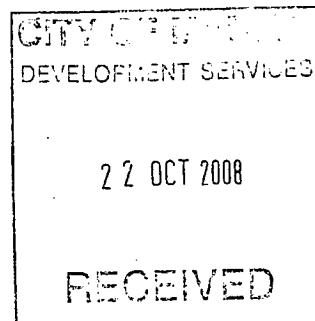
Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out in the attached sheet.

This building has been assigned a classification 1a & 10a for the purposes of Section 66 of the Development Act.

Dated: 20<sup>th</sup> October 2008  
Signed: Grant Riches



Building Surveyor / Private Certifier



NO WORK CAN COMMENCE ON THIS DEVELOPMENT UNLESS A DEVELOPMENT APPROVAL HAS BEEN OBTAINED. IF ONE OR MORE CONSENTS HAVE BEEN GRANTED ON THIS NOTIFICATION FORM, YOU MUST NOT START ANY SITE WORKS OR BUILDING WORK OR CHANGE THE USE OF THE LAND UNTIL YOU HAVE ALSO RECEIVED NOTIFICATION OF A DEVELOPMENT APPROVAL.

## **BUILDING RULES CONSENT CONDITIONS**

- 1 The toilet door must comply with the provisions of Clause 3.8.3.3 of the Building Code of Australia Volume 2 and be provided with: -
  - a door that opens outwards, or
  - slides, or
  - is readily removable from the outside (i.e. lift up hinges) unless there is a clear space of at least 1.2m between the closet pan and the nearest part of the doorway.
- 2 To meet the requirements of the Building Code of Australia with respect to Water Efficiency provide a minimum 1000 litre rainwater tank that is plumbed to at least, a water closet OR a water heater OR all laundry cold water outlets.
- 3 Downpipes and gutters shall be installed in accordance with Part 3.5.2 of the Building Code of Australia 2008 Volume Two
- 4 The construction of the stairs and balustrades shall be carried out in accordance with Part 3.9 of the Building Code of Australia 2008 Volume Two

## **BUILDING RULES CONSENT NOTES**

- 1 Notification by the owner must be given to the Council at the following stages:
  - one business day's notice of the intended commencement of building work on the site, and
  - one business days notice of the completion of the building work.Council may have a requirement to be notified at other stages of construction. It is strongly recommended you read all documentation from Council to ensure you do not commit an offence under the Development Act 1993.
- 2 Notice of intended commencement of building work must also include the name, address and telephone number of the persons to sign Parts A and B of the Statement of Compliance.
- 3 Where a domestic building work contract > \$12,000 is to be entered into with a builder or if the owner is a licensed builder, the owner must, pursuant to Regulation 21 of the Development Regulations 1993, ensure that a Certificate of Indemnity Insurance is lodged with **Professional Building Services Australia** on or before three business day's of the commencement of the building work.
- 4 Pursuant to Regulation 83 AB (Class 1a buildings) of the Development Regulations 1993 the licensed builder or if there is no licensed builder a private certifier or registered building work supervisor must provide Professional Building Services Australia with a written statement declaring that the building work has been carried out in accordance with the building Consent documents. This statement must be provided within 10 days after occupation of the dwelling.
- 5 As of 1 July 2008 if there is an augmentation in the water heater capacity then the water heater shall be either gas, solar or electric heat pump. Conventional electric water heaters are not permitted after 1 July 2008.

**DECISION NOTIFICATION FORM  
DEVELOPMENT ACT 1993**

<b>TO:</b>	 Alpha Pools Pty Ltd 587 Tapleys Hill Road FULHAM SA 5024
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**DEVELOPMENT APPLICATION**      **NUMBER:** 100/2088/2013  
**DATED:** 03/12/2013  
**REGISTERED ON:** 03/12/2013

**LOCATION OF PROPOSED DEVELOPMENT**  
58 Woodend Road SHEIDOW PARK 5158  
Lot: 304 DP: 53754 CT: 5794/307

**DESCRIPTION OF PROPOSED DEVELOPMENT**  
Swimming pool & safety fencing

*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>
Development Plan Consent	Not Required	N/A	-
Building Rules Consent	Granted (by Private Certifier)	28/11/2013	1
<b>DEVELOPMENT APPROVAL</b>	Granted	06/01/2013	1

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 page.

17/12  
- pool gate is not properly shut.  
- one gate is left open.  
Advise to get both gates fix so it can be closed proper.

Initials: *SAB*  
Date: *6/1/2014*

**DEVELOPMENT APPLICATION NUMBER:**

100/2088/2013

**APPLICANT:**

Alpha Pools Pty Ltd

**LOCATION:**

58 Woodend Road SHEIDOW PARK 5158

**DESCRIPTION OF DEVELOPMENT:**

Lot: 304 DP: 53754 CT: 5794/307

**DECISION:**

Swimming pool & safety fencing

**DATE OF DECISION:**

Development Approval Granted

06/01/2013

---

**DEVELOPMENT PLAN CONSENT**

Not required pursuant to Schedule 1A of the Development Regulations 2008.

**BUILDING RULES CONSENT**

GRANTED

Conditions of Consent:

Please refer to the attached copy of your Private Certifier's Building Rules Consent for Conditions of Consent.

**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 granted noting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

Signed:	<u>Stephen Both</u> Stephen Both Delegate
Date:	6/1/2014

Cc:

Ms Penny Edwards  
58 Woodend Road  
SHEIDOW PARK SA 5158



## Development Approval – Swimming Pool Mandatory Notifications to Council

**Development Application Number:**

100/2013/2088

**Description of Proposed Development:**

Swimming pool & safety fencing

**Location of Proposed Development:**

58 Woodend Road

SHEIDOW PARK 5158

Section 59 of the Development Act, 1993 requires the following mandatory notifications to be submitted to Council 24 hours prior to the commencement of each stage.

**Reinforcement -** Date of concrete pour: \_\_\_\_\_

**Pool Ready to be filled -** Date of pool to be filled: \_\_\_\_\_

**Pool Fencing complete -** Date fence complete: \_\_\_\_\_

**Pool complete -** Completion date: \_\_\_\_\_

**Please provide a contact name and phone number:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**PLEASE FAX NOTIFICATIONS TO: (08) 8375 6899**



Betty Douflias  
9 Kalka Crescent  
Pasadena SA 5042  
bdouflias@bigpond.com

Mobile 0427 980036  
Telephone 817 70036

### DECISION NOTIFICATION

TO: Alpha Pools 587 Tapleys Hill Road Fulham SA 5024	Development Number Reference: S13/27
Location of Proposed Development:	58 Woodend Road Sheidow Park
Applicant	Alpha Pools
Nature of Proposed Development	Swimming Pool
Classification	10b

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NUMBER OF CONDITIONS
Development Plan Consent	Schedule 1A	-
Building Rules Consent	28/11/13	1
Other		
<b>DEVELOPMENT APPROVAL</b>		

\*NOTE: No development can be undertaken unless the development is an approved development pursuant to Section 32 of the Development Act. A development is an approved development only if the relevant authority has assessed the development against and granted consent in respect of each of the matters prescribed in Section 33(1) of the Development Act.

Date of Decision: 28/11/13

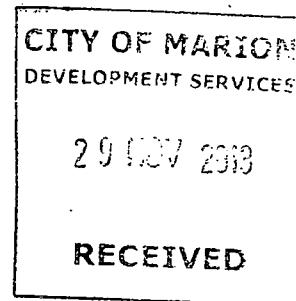
Signed:

Private Certifier

Betty Douflias

Reg. Number

70



**SECTION 42, DEVELOPMENT ACT 1993**  
**CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT**

**BUILDING RULES CONSENT** in respect of the proposed development is **GRANTED** subject to the following conditions:

**1. Pool Safety**

**Part 3.9.3:** Pool safety fencing must be in accordance with the requirement of this part and the requirements of AS 1926.1.

**Pool pump** shall be a minimum of 900mm away from fencing to prevent child from climbing into the pool area.

**Reason:** *To restrict the access of young children to the pool and the immediate pool surrounds and to comply with Building Code of Australia 2013.*

**PROVISIONAL BUILDING RULES CONSENT**  
**NOTES**

This consent does not include any existing structures. Separate professional advice may be required to ensure that the existing structures are safe and structurally adequate.

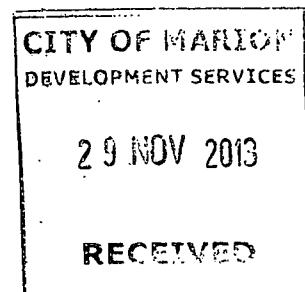
**Construction work on or near property boundary.**

Section 60 & Regulation 75 of the Development Act requires the building owner to notify the adjoining land owner within 28 days of commencing any building work to a site that may affect the stability of adjoining land or premises.

The building owner must take such precautions as may be prescribed to protect the affected land or premises.

**Footing system & movement.**

The footing system has not been designed for tree effects whether they are on or outside of the allotment. Future planting may have an impact on the performance of the footing system. For further information, refer to the Footing Construction Report or seek advice from the design engineer. The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer. The owner's attention should be drawn to Appendix B of AS2870 "Performance Requirement and Foundation Maintenance".



**Residential Builders' Warranty  
Insurance  
Certificate of Insurance**

Policy Number 620013251BWI-133

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



PENNY EDWARDS  
58 WOODEND RD  
SHEIDOW PARK 5158

**Name of Intermediary**

GUARDIAN INSURANCE BROKERS PTY  
P O BOX 640  
TORRENSVILLE PLAZA SA 5031

CITY OF MARION  
DEVELOPMENT SERVICES

Account Number  
620003162  
Date Issued  
28/11/2013

6 - JAN 2014

RECEIVED

**Policy Schedule Details**

**Certificate in Respect of Insurance**

**Domestic Building Contract**

A contract of insurance complying with the Building Work Contractors Act 1995 and regulations has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of the Domestic Building Work as described in the Schedule herein.

<b>In Respect of</b>	SWIMMING POOLS
<b>At</b>	58 WOODEND ROAD SHEIDOW PARK SA 5158
<b>Carried Out By</b>	BUILDER ALPHA POOLS PTY LTD ABN: 49 078 629 580
<b>Declared Contract Price</b>	\$54,000.00
<b>Contract Date</b>	13/11/2013
<b>Builders Registration No.</b>	R 151962
<b>Building Owner / Beneficiary</b>	PENNY EDWARDS

Subject to the Building Work Contractors Act 1995 and regulations and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

**For and behalf of**

QBE Insurance (Australia) Limited.

**IMPORTANT NOTICE:**

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

FORM 2  
BUILDING INDEMNITY INSURANCE CERTIFICATE

(Building Work Contractor Act 1995, section 34)

6488

Certificate Number .....

A policy of insurance that complies with Division 3 of Part 5 the Building Work Contractors Act 1995 has been issued by:

**SWIMMING POOL & SPA ASSOCIATION OF SOUTH AUSTRALIA INC.**

**MR J EGLINTON**

In favour of: .....

CONSTRUCTION OF A FIBREGLASS POOL AT

In respect of: .....

58 WOODEND RD SHEIDOW PARK SA 5158

Commencement Date: AUGUST 2006

FREEFORM POOLS

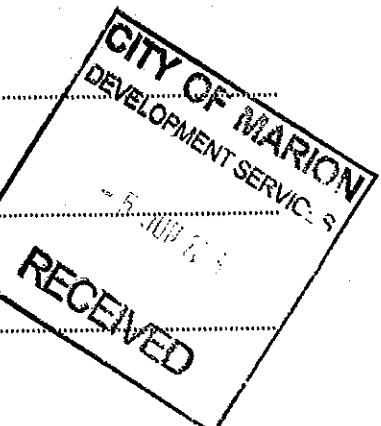
To be carried out by .....

3/3 CIRCUIT DR, HENDON SA 5014

Dated the 17TH Day of MAY 2006

Signed by .....  
For and behalf of

SWIMMING POOL & SPA ASSOCIATION OF SOUTH AUSTRALIA INC.



Residential Builders' Warranty Insurance

Certificate of Insurance

Policy Number: 60-0003760-BWI-7

Date Issued: 11/11/2008

LEVEL 12 45 PIRIE  
STREET  
ADELAIDE  
SA 5000  
Phone: PHONE 08 8202  
2300  
Fax: 0882312246  
ABN: 78 003 191 035  
AFS Licence No: 230545



P EDWARDS & J EDLINGTON  
58 WOODEND ROAD  
SHEIDOW PARK SA 5158

Name of Intermediary  
AON RISK SERVICES AUST  
LTD

Account Number  
60-0004161

**Policy Schedule Details**

**Certificate in Respect of Insurance**

**Domestic Building Contract**

A contract of insurance complying with the Building Work Contractors Act 1995 and regulations has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of the Domestic Building Work as described in the Schedule herein.

**In Respect of**

ALTERATIONS AND ADDITIONS STRUCTURAL

**At** 58 WOODEND ROAD  
SHEIDOW PARK SA 5158

**Carried Out By**

BUILDER  
JEFFREY WILLIAMS  
ABN: 52 122 054 055

**Declared Contract Price** \$92,484.00

**Contract Date** 04/11/2008

**Builders Registration No.** UBLD39011

**Building Owner / Beneficiary** P EDWARDS & J EDLINGTON



Subject to the Building Work Contractors Act 1995 and regulations and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

**For and behalf of**

QBE Insurance (Australia) Limited

**IMPORTANT NOTICE:**

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.



# 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:

2466768

DALE WOOD  
POST OFFICE BOX 400  
MORPHETT VALE SA 5162

**DATE OF ISSUE**

22/05/2023

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

OWNERSHIP NUMBER	OWNERSHIP NAME																										
18011891	J S & N R TRENTO																										
<b>PROPERTY DESCRIPTION</b>																											
58 WOODEND RD / SHEIDOW PARK SA 5158 / LT 304 D53754																											
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR																							
1054411758	CT 5794/307	\$700,000.00	R4 1.000	RE 0.400																							
<b>LEVY DETAILS:</b>																											
<table> <tr> <td><b>FINANCIAL YEAR</b></td> <td><b>FIXED CHARGE</b></td> <td>\$</td> <td>50.00</td> </tr> <tr> <td>2022-2023</td> <td><b>+ VARIABLE CHARGE</b></td> <td>\$</td> <td>315.00</td> </tr> <tr> <td></td> <td><b>- REMISSION</b></td> <td>\$</td> <td>205.00</td> </tr> <tr> <td></td> <td><b>- CONCESSION</b></td> <td>\$</td> <td>0.00</td> </tr> <tr> <td></td> <td><b>+ ARREARS / - PAYMENTS</b></td> <td>\$</td> <td>-160.00</td> </tr> <tr> <td></td> <td><b>= AMOUNT PAYABLE</b></td> <td>\$</td> <td>0.00</td> </tr> </table>				<b>FINANCIAL YEAR</b>	<b>FIXED CHARGE</b>	\$	50.00	2022-2023	<b>+ VARIABLE CHARGE</b>	\$	315.00		<b>- REMISSION</b>	\$	205.00		<b>- CONCESSION</b>	\$	0.00		<b>+ ARREARS / - PAYMENTS</b>	\$	-160.00		<b>= AMOUNT PAYABLE</b>	\$	0.00
<b>FINANCIAL YEAR</b>	<b>FIXED CHARGE</b>	\$	50.00																								
2022-2023	<b>+ VARIABLE CHARGE</b>	\$	315.00																								
	<b>- REMISSION</b>	\$	205.00																								
	<b>- CONCESSION</b>	\$	0.00																								
	<b>+ ARREARS / - PAYMENTS</b>	\$	-160.00																								
	<b>= AMOUNT PAYABLE</b>	\$	0.00																								

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

**EXPIRY DATE**

20/08/2023



**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

The Emergency Services Levy working for all South Australians

**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.

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:

2466768

DALE WOOD  
POST OFFICE BOX 400  
MORPHETT VALE SA 5162

DATE OF ISSUE

22/05/2023

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

**OWNERSHIP NAME**  
J S & N R TRENTO

**FINANCIAL YEAR**  
2022-2023

**PROPERTY DESCRIPTION**

58 WOODEND RD / SHEIDOW PARK SA 5158 / LT 304 D53754

<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> (A "+" indicates multiple titles)	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
1054411758	CT 5794/307	\$250,000.00	0.0642 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** 20/08/2023



**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: **101505**

Date: **22/05/2023**

Receipt No:

Reference No:

Fax No: **8326 2003**

PO Box 21, Oaklands Park  
South Australia 5046

245 Sturt Road, Sturt  
South Australia 5047

**Morphett Vale Conveyancing**  
PO Box 400  
MORPHETT VALE SA 5162

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

## CERTIFICATE

*Section 187 of the Local Government Act*

Assessment Number: **461764**

Valuer General No.: **1054411758**

Property Description: **Lot: 304 DP: 53754 CT: 5794/307**

Property Address: **58 Woodend Road SHEIDOW PARK 5158**

Owner: **J S & N R Trento**

*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)	\$1,962.93
Overdue/Arrears	\$0.00
Interest	\$0.00
Adjustments	-\$0.03
Legal Fees	\$0.00
Less Payments Received	-\$1,962.90
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>\$0.00</b>

**Please be advised:** The first instalment is due **1<sup>st</sup> September 2022** with four quarterly instalments falling due on 01/09/2022, 01/12/2022, 01/03/2023 and 01/06/2023. 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



**Morphett Vale Conveyancing**  
PO Box 400  
MORPHETT VALE SA 5162

Assessment No: 461764  
Certificate of Title: Lot: 304 DP: 53754 CT: 5794/307  
Property Address: 58 Woodend Road SHEIDOW PARK 5158  
Owner: J S & N R Trento

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

<b>Development Act 1993 (repealed)</b>		
section 42—Condition (that continues to apply) of a development authorisation?		100/2006/1131 100/2008/1279 100/2013/2088
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space		Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space		Nil
section 55—Order to remove or perform work		Nil
section 56—Notice to complete development		Nil
section 57—Land management agreement		Nil
section 69—Emergency order		Nil
section 71—Fire safety notice		Nil
section 84—Enforcement notice		Nil
section 85(6), 85(10) or 106—Enforcement order		Nil
Part 11 Division 2—Proceedings		Nil
<b>Planning, Development and Infrastructure Act 2016</b>		
Part 5 – Planning and Design Code	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Click the link to check if a Code Amendment applies: <a href="#">Code Amendment Map Viewer (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>Repealed Act conditions</b>		

Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nil
<b>Fire and Emergency Services Act 2005</b>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<b>Food Act 2001</b>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<b>Housing Improvement Act 1940 (repealed)</b>	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<b>Local Government Act 1934 (repealed)</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Nuisance and Litter Control Act 2016</b>	
section 30—Nuisance or litter abatement notice	Nil
<b>Land Acquisition Act 1969</b>	
section 10—Notice of intention to acquire	Nil
<b>Public and Environmental Health Act 1987 (repealed)</b>	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked)</i> Part 2—Condition (that continues to apply) of an approval	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked)</i> regulation 19—Maintenance order (that has not been complied with)	Nil
<b>South Australian Public Health Act 2011</b>	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4—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, Amey Johnson, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign: 

Date: 22/05/2023

## Data Extract for Section 7 search purposes

Valuation ID 1054411758

**Data Extract Date:** 22/05/2023

**Parcel ID:** D53754 A304

**Certificate Title:** CT5794/307

**Property Address:** 58 WOODEND RD 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 to be a significant tree or trees on the land.**

No

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.
<b>10 54411 75 8</b>	CT5794307	22/5/2023	8218	2466768

FORM ONE BY DALE WOOD  
PO BOX 400  
MORPHETT VALE SA 5162  
info@mvconveyancing.com.au

## Section 7/Elec

## **Certificate of Water and Sewer Charges & Encumbrance Information**

## Property details:

## Periodic charges

Raised in current years to 30/6/2023

		Arrears as at: 30/6/2022	\$
			0.00
Water main available:	23/4/2001	Water rates	283.20
Sewer main available:	1/7/2001	Sewer rates	462.72
		Water use	923.91
		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	1,669.83CR
		<b>Balance outstanding</b>	0.00

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

**Next quarterly charges:** Water supply: Not declared Sewer: Not declared Bill: 9/8/2023

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

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

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

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.

## South Australian Water Corporation

**Name:**  
J S & N R TRENTO

**Water & Sewer Account**  
Acct. No.: **10 54411 75 8**

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

**Address:**  
58 WOODEND RD SHEIDOW PARK LT  
304 D53754

### Payment Options

#### **EFT**

#### **EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1054411758



**Biller code: 8888**  
**Ref: 1054411758**

#### **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: 1054411758



**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)

Home Owners Warranty

# certificate

of insurance

Henley Arch Pty Ltd  
10 Greenhill Road  
WAYVILLE SA 5034

**HOME OWNERS WARRANTY**  
(A division of HIA Insurance  
Services Pty Ltd A.C.N. 076 460 967)  
ABN 84 076 460 967  
P.O. Box 5007  
Hindmarsh SA 5007  
Telephone (08) 8346 3862  
Facsimile (08) 8346 0922

**Certificate No:** 104400  
**Local Authority Copy**  
**Issue Date** 04/05/2001

A policy of insurance which complies with Division III of Part V of the Building Work  
Contract Act 1995 (S.A.), has been issued by: Royal & Sun Alliance Insurance Australia  
Ltd ACN 005 297 807 ABN 48 005 297 807

Please note that Aon Risk Services  
Australia Ltd ACN 000 434 720  
ABN 17 000 434 720 are arranging  
the insurance policy as agents of the  
insurer below.

They also act as agent of the insurer  
below and not as agent of the insured  
in dealing with or settling any claim.

**To Be Carried Out By:** Henley Arch Pty Ltd  
**ABN:** 61 415 474 786  
**Building Licence Number:** G0146991  
**In Favour Of:** J Eglington & P Edwards

**Contract Date:** 02/05/2001

**In Respect Of:** Single Dwelling

**At:** Lot No: 304      Unit No:      House No:

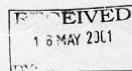
Woodend Road  
SHEIDOW PARK SA 5158

## TAX INVOICE

Total includes Policy Fees, Stamp Duty and GST.

Insurer:

- Royal & Sun Alliance Insurance  
Australia Ltd.



This certificate is issued subject to any cheque tendered in payment in contravention with  
this insurance being honoured upon first presentation.



**HIA INSURANCE SERVICES**

