

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 5925 Folio 786

Parent Title(s) CT 5891/341
Creating Dealing(s) RTU 10053591
Title Issued 30/09/2004 **Edition** 6 **Edition Issued** 20/04/2012

Estate Type

FEE SIMPLE

Registered Proprietor

DARREN RICHARD WEEKS
MANDY KATHLEEN WEEKS
OF 42 LURLINE BOULEVARD SELICKS BEACH SA 5174
AS JOINT TENANTS

Description of Land

ALLOTMENT 171 DEPOSITED PLAN 65801
IN THE AREA NAMED SELICKS BEACH
HUNDRED OF WILLUNGA

Easements

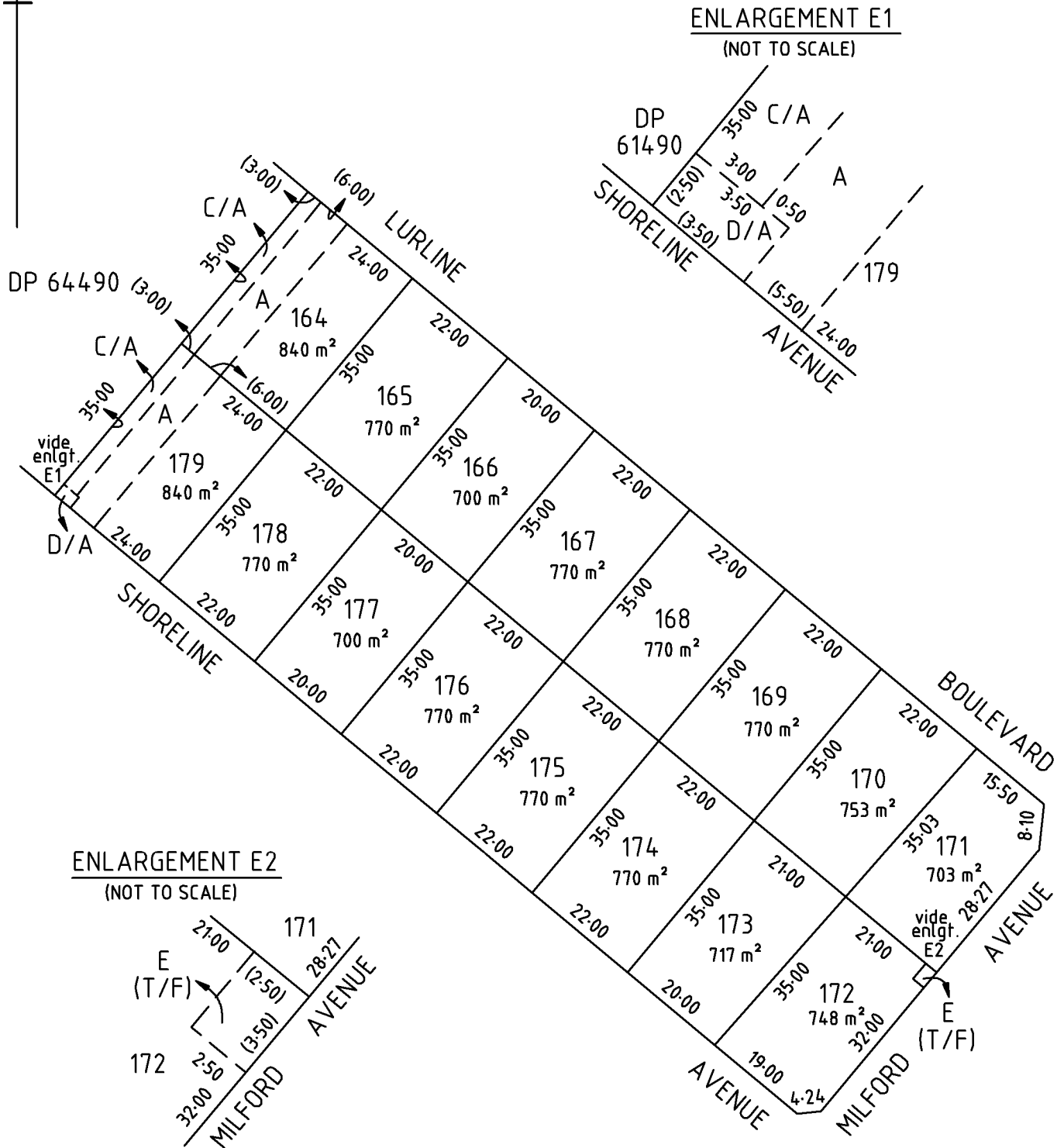
NIL

Schedule of Dealings

Dealing Number	Description
8853671	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
10497617	ENCUMBRANCE TO ENCUMBRANCE CO. PTY. LTD. (SINGLE COPY ONLY)
11743215	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

Notations

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



LOCAL GOVERNMENT RATES SEARCH

15-May-2024

TO: Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

DETAILS OF PROPERTY REFERRED TO:

Rates Assessment No	:	96689 -6
Valuer General No	:	1312968162
Valuation	:	\$780,000
Owner :		Mr D R Weeks and Mrs M K Weeks
Property Address	:	42 Lurline Boulevard, SELICKS BEACH SA 5174
Volume/Folio	:	CT-5925/786
Lot/Plan Number	:	Allot 171 Sec 652 DP 65801
Ward	:	01 South Coast Ward

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

Rates and Fines in Arrears (not paid 30 June 2023) and/or Block Clearing Charges	728.28
Postponed Amount in Arrears (if applicable) monthly interest of 0.31666% applies	0.00
Interest on Arrears charged in current financial year monthly interest of 0.48333% applies	3.52
Rates for the current 2023-2024 Financial Year applicable from 1 July 2023:	
Amount payable by 1 st September 2023	3,516.35
PLUS Current postponed amount (if applicable)	0.00
Total Rates Levied 2023-2024	\$3,516.35

PLEASE NOTE: If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added on the first working day of each month following, until the total amount overdue is paid

Less Council Rebate.	0.00
Less Council Capping Rebate Not removed on sale of property	-36.76
Less Council CWMS Rebate Not removed on sale of property.	-342.92
Fines and interest for the current financial year (2% fine when rates first become overdue and 0.48333% interest applied per month thereafter)	31.36
Postponed Interest (0.31666% per month on total of postponed rates and interest)	0.00
Less paid current financial year	-3,115.83
Overpayment	0.00
Legal Fees and / or Bank Charges (current)	0.00
Legal Fees and / or Bank Charges (arrears)	0.00
Refunds, Rates Remitted or Small Balance Adjustments	0.00
Balance - rates and other monies due and payable	784.00
Property Related Debts	0.00

BPAY Biller Code: 48470
Ref: 966896

TOTAL BALANCE**\$784.00**

AUTHORISED OFFICER
Carol Rafanelli

This statement is made the 15 May, 2024

IMPORTANT INFORMATION REGARDING SEARCHES

Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

Attention Conveyancers

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

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

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

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

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

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

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

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

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

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

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S70267/2024

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	96689
VALUER GENERAL NO	:	1312968162
VALUATION	:	\$780,000.00
OWNER	:	Mr Darren Richard Weeks & Mrs Mandy Kathleen Weeks
PROPERTY ADDRESS	:	42 Lurline Boulevard SELICKS BEACH SA 5174
VOLUME/FOLIO	:	CT-5925/786
LOT/PLAN NUMBER	:	Allotment 171 Sec 652 DP 65801
WARD	:	01 South Coast Ward

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

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

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

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

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

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

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/2206/2006
Description	Single storey dwelling with garage
Decision	Approved
Decision Date	14 September 2006

Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The front setback area (between the front property boundary and front of the house) shall be planted with suitable trees, shrubs, lawn and/or ground cover. Such landscaping shall be completed within 6 months of the occupation of the dwelling and maintained in good condition at all times.
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb with 2.5 per cent fall towards the road, suitable for pedestrian traffic.
5. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure or
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

Building Rules Consent Conditions

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.

Application Number	145/1169/2007
Description	Verandah and in-ground swimming pool
Decision	Approved
Decision Date	08 May 2007

Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains

control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure or
ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

Building Rules Consent Conditions

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
2. The owner/builder shall investigate and ensure that the roof tie-downs to existing building(s) to which the proposed structure is to be attached, comply with the requirements of AS 1684 to allow for imposed wind uplift loads from the new structure.
3. The proposed structure shall not be enclosed at any time without the prior consent of Council.
4. The structure has been classified as a Class 10A non-habitable outbuilding as defined by the Building Code of Australia and shall not be used for permanent human habitation.
5. Provide an extra downpipe in the existing gutter where the new proposed gable verandah roof runs into the existing gutter.
6. A swimming pool safety fence shall be provided prior to the filling of the pool. Please note that Regulation 83B of the Development Act states that A person must not fill the pool with water unless the pool is enclosed by a barrier that complies with the Performance Requirement GP1.2 of the Building Code of Australia.

Application Number	145/1874/2013
Description	Shed (8.5m X 6.5m X 3m wall height)
Decision	Approved
Decision Date	21 October 2013

Development Plan Consent Conditions

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

Building Rules Consent Conditions

1. No part of the structure shall encroach beyond the surveyed boundary.
2. The structure has been classified as a Class 10A non-habitable outbuilding as defined by the Building Code of Australia and shall not be used for permanent human habitation.
3. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
4. The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied down to the footings.

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Suburban Neighbourhood (SN)

Subzones

NO

Zoning overlays

Overlays

Airport Building Heights (Aircraft Landing Area)

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

Affordable Housing

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

Building Near Airfields

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

Hazards (Bushfire - Urban Interface) (Urban Interface)

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

Hazards (Flooding - Evidence Required)

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

Native Vegetation

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

Prescribed Water Resources Area

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

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

Is the land designated as a Local Heritage Place? NO

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

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

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

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

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

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

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

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

Section 127

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

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

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

Section 50(2)

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

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement YES

A Land Management Agreement exists on this property. Please contact the Lands Titles Office (Land Services Group in the state government) for a copy.

8853671 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

Section 69

Emergency order NO

Section 71 (only)
Fire safety notice NO

Section 84
Enforcement notice NO

Section 85(6), 85(10) or 106
Enforcement Order NO

Part 11 Division 2
Proceedings NO

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed))
Notice NO

Section 56 (repealed)
Notice issued NO

Food Act 2001

Section 44
Improvement notice *issued against the land* NO

Section 46
Prohibition order NO

Housing Improvement Act 1940 (repealed)

Section 23
Declaration that house is undesirable or unfit for human habitation NO

Land Acquisition Act 1969

Section 10
Notice of intention to acquire NO

Local Government Act 1934 (repealed)

Notice, order, declaration, charge, claim or demand given or made under the Act NO

Local Government Act 1999

Notice, order, declaration, charge, claim or demand given or made under the Act NO

Refer to separate attachment for Rates and Charges

Local Nuisance and Litter Control Act 2016

Section 30

Nuisance or litter abatement notice issued against the land

NO

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access

NO

Section 140

Notice requesting access

NO

Section 141

Order to remove or perform work

NO

Section 142

Notice to complete development

NO

Section 155

Emergency order

NO

Section 157

Fire safety notice

NO

Section 192 or 193

Land Management Agreements

NO

Section 198(1)

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

NO

Section 198(2)

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

NO

Part 16 - Division 1

Proceedings

NO

Section 213

Enforcement notice

NO

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

Enforcement order

NO

Public and Environmental Health Act 1987 (repealed)

Part 3

Notice

NO

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

Part 2 – Condition (that continues to apply) of an approval

YES

Application Number

145/124/2006

Description

3000 litre STEDS system

Decision
Decision Date

Approved
25 September 2006

Waste Control Conditions

AUSTRALIAN STANDARD & RELEVANT CODE REQUIREMENTS

That the installation of the septic tank system is carried out by a licensed person and is installed in accordance with:

the plans forming part of this application, as approved, including any notations thereon, and the details outlined in attachment/s, and

the requirements of the Code of Practice issued by the SA Health Commission for the Installation & Operation of Septic Tanks in South Australia

That all sanitary plumbing and drainage work associated with the connection of the sanitary fixtures to the septic tank system are installed in accordance with the National Plumbing & Drainage Code AS/NZ 3500.2.2:1996.

That there is no septic tank effluent discharge or run-off from the premises on which the system is installed, onto any premises of which the owner of the system is not in possession or onto any public place.

That the use of the septic tank system does not vary from that indicated on the application for approval to install the system.

That the septic tank system be operated and maintained in accordance with the Standards for Installation & Operation of Septic Tank Systems.

The approval granted to install a septic tank system shall become void if:

the work is varied from the approved plan without first having gained Council approval, or the work is not commenced within 12 months after the day on which the approval was given.

The access openings to the septic tank shall be raised to the top of ground level using an approved shaft with a clear opening of at least 1100 x 700mm dia.

Public and Environmental Health (Waste Control) Regulations 2010 revoked

Regulation 19 - Maintenance order (that has not been complied with)

NO

South Australian Public Health Act 2011

Section 92

Notice

NO

South Australian Public Health (Wastewater) Regulations 2013

Part 4 – Condition (that continues to apply) of an approval

NO

Particulars of building indemnity insurance

Details of Building Indemnity Insurance still in existence for building work on the land

NO

Particulars relating to environment protection

Further information held by council

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

NO

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

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

Note –

The question relates to information that the council for the area in which the land is situated may hold. If the council answers “YES” to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from council (on payment of

any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

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

It should be noted that –

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

General

Easement

NO

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

Are you aware of any encroachment on the easement?

NO

Lease, agreement for lease, tenancy agreement or licence

(The information does not include the information about sublease or subtenancy. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

NO

Caveat

NO

Other

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

NO

PLEASE NOTE:

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

This statement is made the 14 May 2024

Amy Watts
Acting Team Leader Development Support
AUTHORISED OFFICER

Property Interest Report

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

Title Reference	CT 5925/786	Reference No. 2567881
Registered Proprietors	D R & M K*WEEKS	Prepared 13/05/2024 15:10
Address of Property	42 LURLINE BOULEVARD, SELICKS BEACH, SA 5174	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

State Planning Commission in the Department for 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) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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7. Emergency Services Funding Act 1998

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

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

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

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

17. *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

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

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| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
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21. *Local Government Act 1999*

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| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
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22. *Local Nuisance and Litter Control Act 2016*

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| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
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23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
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24. *Mining Act 1971*

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.**
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).**
- Code Amendment**
- Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 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

29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management 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)**

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

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

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| 33.1 | section 23 - Notice of contribution payable | DEW has no record of any notice affecting this title |
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34. **Water Industry Act 2012**

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| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

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

also

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

also

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

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title. |
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35. **Water Resources Act 1997 (repealed)**

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

36. Other charges

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

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference: CT 5925/786

Status: CURRENT

Parent Title(s): CT 5891/341

Dealing(s) Creating Title: RTU 10053591

Title Issued: 30/09/2004

Edition: 6

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
19/10/2012	22/10/2012	11836236	VESTING (GLOBAL UPDATE)	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA 11743215
10/04/2012	20/04/2012	11743215	MORTGAGE	REGISTERED	BANK OF WESTERN AUSTRALIA LTD.
10/04/2012	20/04/2012	11743214	DISCHARGE OF MORTGAGE	REGISTERED	10497618
03/07/2006	10/08/2006	10497618	MORTGAGE	REGISTERED	PERPETUAL TRUSTEES VICTORIA LTD. (ACN: 004 027 258)
03/07/2006	10/08/2006	10497617	ENCUMBRANCE	REGISTERED	ENCUMBRANCE CO. PTY. LTD.
03/07/2006	10/08/2006	10497616	TRANSFER	REGISTERED	DARREN RICHARD WEEKS, MANDY KATHLEEN WEEKS
03/07/2006	10/08/2006	10497615	DISCHARGE OF ENCUMBRANCE	REGISTERED	10105339
03/07/2006	10/08/2006	10497614	DISCHARGE OF MORTGAGE	REGISTERED	10140345
29/12/2004	20/01/2005	10140345	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
09/11/2004	25/11/2004	10105339	ENCUMBRANCE	REGISTERED	ENCUMBRANCE CO. PTY. LTD.
09/11/2004	25/11/2004	10105338	TRANSFER	REGISTERED	DANIELE PANEPINTO, JASON MICHAEL SEAN KIMBER
28/10/2004	17/11/2004	10096340	DISCHARGE OF MORTGAGE	REGISTERED	10050045
18/08/2004	03/09/2004	10050045	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
14/03/2000	14/04/2000	8853671	AGREEMENT	REGISTERED	

Certificate of Title

Title Reference: CT 5925/786
Status: CURRENT
Edition: 6

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference CT 5925/786
Status CURRENT
Easement NO
Owner Number 13729001
Address for Notices 42 LURLINE BVD SELICKS BEACH 5174
Area 703m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

DARREN RICHARD WEEKS
MANDY KATHLEEN WEEKS
OF 42 LURLINE BOULEVARD SELICKS BEACH SA 5174
AS JOINT TENANTS

Description of Land

ALLOTMENT 171 DEPOSITED PLAN 65801
IN THE AREA NAMED SELICKS BEACH
HUNDRED OF WILLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 10497616
Dealing Date 13/06/2006
Sale Price \$115,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	8853671	
ENCUMBRANCE	10497617	ENCUMBRANCE CO. PTY. LTD.
MORTGAGE	11743215	COMMONWEALTH BANK OF AUSTRALIA

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1312968162	CURRENT	42 LURLINE BOULEVARD, SELICKS BEACH, SA 5174

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1312968162
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/2005
Property Location	42 LURLINE BOULEVARD, SELICKS BEACH, SA 5174
Local Government	ONKAPARINGA
Owner Names	MANDY KATHLEEN WEEKS DARREN RICHARD WEEKS
Owner Number	13729001
Address for Notices	42 LURLINE BVD SELICKS BEACH 5174
Zone / Subzone	SN - Suburban Neighbourhood
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	7HDG V IG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D65801 ALLOTMENT 171	CT 5925/786

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$330,000	\$780,000			
Previous	\$280,000	\$640,000			

Building Details

Valuation Number	1312968162
Building Style	Conventional
Year Built	2007
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	245 sqm
Number of Main Rooms	7

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



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2567881

DIVINE FORMS PTY LTD
UNIT 21
1007-1009 NORTH EAST ROAD
RIDGEHAVEN SA 5097

DATE OF ISSUE

14/05/2024

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

13729001

OWNERSHIP NAME

D R & M K WEEKS

PROPERTY DESCRIPTION

42 LURLINE BLVD / SELICKS BEACH SA 5174 / LT 171 D65801

ASSESSMENT NUMBER

1312968162

TITLE REF.

(A "+" indicates multiple titles)

CT 5925/786

CAPITAL VALUE

\$780,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2023-2024

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 315.70
\$ 197.80
\$ 0.00
\$ -167.90
\$ 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

12/08/2024



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: 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: 2567881

DATE OF ISSUE

14/05/2024

DIVINE FORMS PTY LTD
UNIT 21
1007-1009 NORTH EAST ROAD
RIDGEHAVEN SA 5097

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

D R & M K WEEKS

FINANCIAL YEAR

2023-2024

PROPERTY DESCRIPTION

42 LURLINE BLVD / SELICKS BEACH SA 5174 / LT 171 D65801

ASSESSMENT NUMBER

1312968162

TITLE REF.

(A "+" indicates multiple titles)

CT 5925/786

TAXABLE SITE VALUE

\$330,000.00

AREA

0.0703 HA

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

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

Please Note:

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

ON OR BEFORE**12/08/2024****Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE**PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: 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

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
13 12968 16 2	CT5925786	15/5/2024	9030	2567881

DIVINE FORMS
SHOP 20
1007-1009 NORTH EAST RD
RIDGEHAVEN SA 5097
chantel@divineconveyancing.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: D & M WEEKS
Location: 42 LURLINE BLVD SELICKS BEACH LT 171 D65801
Description: 7HDG V IG Capital \$ 780 000
Value:
Rating: Residential

Periodic charges

Raised in current years to 31/3/2024

			\$
	Arrears as at: 30/6/2023	:	166.73
Water main available: 1/7/2005	Water rates	:	222.60
Sewer main available:	Sewer rates	:	0.00
	Water use	:	336.63
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	27.00
	Goods and Services Tax	:	0.00
	Amount paid	:	752.96CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 74.20 Sewer: 0.00 Bill: 5/6/2024

A sewer main has not yet been gazetted as available to service the above property. When the main is gazetted as such, the property will rate for sewer from the quarter following gazettal or from when the service is fixed, whichever is earliest.

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

The last Water Use Year ended on 12/05/2023.

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

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

South Australian Water Corporation

Name:
D & M WEEKS

Water & Sewer Account
Acct. No.: 13 12968 16 2

Amount: _____

Address:
42 LURLINE BLVD SELICKS BEACH LT
171 D65801

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1312968162



Bill code: 8888
Ref: 1312968162

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 1312968162



**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

E 10497617



12:36 3-Jul-2006

Single Copy Only

4 of 5

Fees: \$104.00

Prefix
E
Series No.
4

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Encumbrancee
J.L. PAHOLSKI / K.A. MORRIS

AGENT CODE

Lodged by:

Finlayson Fink

Correction to: NORTH EAST CONVEYANCERS
32A KENSINGTON ROAD ROSE PARK

NELB

16207

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

-
-
-
-

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

-
-
-
-

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

ITEM(S)	AGENT CODE

1 of 1

ewNet Stamp Print

<https://www.revnet.sa.gov.au/esard/Page...>

Revenue SA -- Stamp Duty
ABN 19 040 349 865

Doc Code M

RevNetID 111453844

Cons/Val/Sec\$ 0.10

SA Proport'n\$ 0.00

Stamp Duty \$ 0.00

LTO Fees \$ 0.00

Interest \$ 0.00

Pen/Add Tax \$ 0.00

Date 03/07/2006

Original with 0 Copies

--- End of Receipt ---

CORRECTION

PASSED

REGISTERED

10 AUG 2006

A. Harrington pro



REGISTRAR-GENERAL

DATED

3RD JULY, 2006

EXECUTION

D. Weeks

M. Weeks

Signature of the ENCUMBRANCER

Romano

Signature of WITNESS - Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity.

ROMANO GIUSEPPE MASCIONE

Print Full name of Witness (BLOCK LETTERS).

23 DRYDEN ST

TRANMERE SA 5073

Address of Witness

Business Hours Telephone Number

833 11558

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land comprised and described in Certificate of Title Register Book
VOLUME 5925 FOLIO 786

ESTATE AND INTEREST

In fee simple

ENCUMBRANCES

AG 8853671

ENCUMBRANCER (Full Name and Address)

**DARREN RICHARD WEEKS and MANDY KATHLEEN WEEKS both of 26 Bluepoint Way
 Aldinga Beach SA 5173**

ENCUMBRANCEE (Full Name and Address and Mode of Holding)

ENCUMBRANCE COMPANY PTY. LTD. ACN 086 414 628 of 32a Kensington Road Rose Park SA 5067

OPERATIVE CLAUSE

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

- | | |
|---|---|
| (a) Insert the amount of the annuity or rent charge | (a) Ten cents per annum (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 FOR A PERIOD OF TEN
(10) YEARS COMMENCING ON 1/7/2004 |
| (c) State the times appointed for payment of the
annuity or rent charge. Any special covenants may
be inserted on page 2. | (c) AT THE TIMES AND IN THE MANNER FOLLOWING: AS PER
COVENANTS ATTACHED |

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

As per covenants attached

The Encumbrancer (which expression includes, when "the Encumbrancer" is a corporate body, its successors and assigns, and when "the Encumbrancer" is a person that person's heirs executors administrators and transferees and, where there is more than one corporate body and/or person comprised in the expression all of them jointly and each of them severally and the respective successors assigns heirs executors administrators and transferees of all of them) HEREBY ENCUMBERS the said land as part of and for the benefit the owners from time to time of the land in or derived from Allotments 501, 502, 503 and 504 in Deposited Plan No. 55025 from which the subject allotment forms part and for the benefit of the Encumbrancee (which expression includes the Encumbrancee's respective successors and assigns) subject however to the encumbrances as shown hereon, and covenants with the Encumbrancee in addition and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancee as Encumbrancee implied herein under and by virtue of the provisions of the Real Property Act 1886 (as amended) thereof for the time being in force except insofar as the same are hereby expressed or implied varied negated or modified as follows-

In consideration of the Encumbrancee agreeing to administer the terms and conditions of this encumbrance, (subject always to the Encumbrancee being entitled to recover its costs in the event of it being required to undertake any action in connection with the enforcement of the terms and conditions of this encumbrance), the Encumbrancer will pay to the Encumbrancee the sum of TEN CENTS (\$0.10) if demanded on the 1st day of July next and each succeeding 1st day of July provided that the Encumbrancee shall not demand payment of the said amount 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 herein set forth (and the burden of providing such performance and observance shall be with the Encumbrancer) and provided always that none of the foregoing provisions shall in any way effect or prejudice the rights of the Encumbrancee to an injunction to restrain any breach of the covenants terms and conditions herein set forth or to damages for such breach.

1. The Encumbrancer shall not erect or cause to be erected any improvements on the Allotment without the written consent of the Encumbrancee or its nominated representative. Improvements on the land are required to comply with the Building Guidelines shown on Annexure "A" attached.
2. It is hereby agreed by and between the Encumbrancee and the Encumbrancer that:-
 - a. in the event that the Encumbrancer shall sell or agree to sell the estate or interest of the Encumbrancer in the said land the Encumbrancer shall obtain from the intending purchaser or transferee of the land the subject of the sale or transfer a binding agreement to execute and lodge for registration under the provisions of the Real Property Act 1886 (as amended) forthwith after the registration of the Memorandum of Transfer in respect of the said land the subject of the sale or transfer a Memorandum of Encumbrance containing the same or substantially similar covenants and other stipulations as are contained with the substitution of:
 - (i) the name and address and description of the intending purchaser or transferee of the said land or such part or portion thereof subject to the sale or transfer as Encumbrancer
 - (ii) a description of the said land subject to the sale or transfer in a form required for registration
 - (iii) such further or other consequential amendments as may be required for registration.
 - b. Subject to compliance with part a. of this clause, the Encumbrancer and the successors in title of the Encumbrancer shall be successively released and discharged from the payment of the said annuity and from the observance and performance of the covenants terms and conditions and other stipulation's herein contained and applied forthwith upon ceasing to be the registered proprietor of the said land to the extent that the said annuity and the covenants terms and conditions and other stipulation's shall be binding only upon the registered proprietor of the said land.
3. The Encumbrancee agrees that any Encumbrance made between the Encumbrancer and the Encumbrancee containing these or similar covenants and registered on the Certificate of Title may at the option of the Encumbrancee be temporarily withdrawn or substituted in order to allow a mortgage or other document priority and the Encumbrancer shall bear the costs in all things of the temporary withdrawal or substitution thereof.

4. The Encumbrancee reserves the right to fully discharge the Memorandum of Encumbrance at the request and cost of the Encumbrancer providing all of the relevant covenants have been complied with.
5. The Encumbrancer hereby indemnifies the Encumbrancee and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiations preparation stamping and registration of this encumbrance and the implementation of its terms.
6. Any notice or demand to be given to or made upon the Encumbrancer herein may be given or made by posting or delivering the same in writing signed by any officer or solicitor or agent for and on behalf of the Encumbrancee to or at the registered office for the time being of the Encumbrancer or (in the case the Encumbrancer for the time being is not a corporation), by posting or delivering the same so signed to or at the Encumbrancer's last known place of business or abode in South Australia and any notice posted under this Encumbrance shall be deemed to have been received in due course of post.
7. 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 same plan of division and whether the same were entered into or imposed before or at the same time as or after the date hereof and no modification or waiver or release shall release the Encumbrancer or his successor in title from the covenants and other stipulations herein contained and implied.
8. No waiver by the Encumbrancee of any breach of any covenant or condition of this encumbrance or grant of any time or indulgence by the Encumbrancee in relation thereto shall operate as waiver of another breach of the same or any other covenant or condition of this encumbrance or any right, action or remedy of the Encumbrancee.

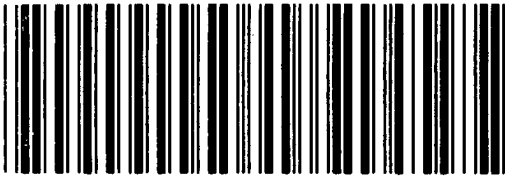
ANNEXURE "A"

BUILDING GUIDELINES

1. All plans and specifications, construction details for any proposed development on the Allotment including the dwelling, garaging, fencing, outbuildings and other structures including antennae and air conditioners are to be submitted to Prodec Pty. Ltd. or its nominated representative for approval prior to the Encumbrancer seeking Council development consent and prior to the commencement of any construction works on the Allotment.
2. Development should be consistent with and complement and enhance the seaside character of the Sellicks Beach area. The incorporation of coastal architectural forms, materials and colours for external areas is encouraged (as distinct from more "suburban" style buildings).
3. Dwellings on Allotments 1-22 inclusive and Allotment 46 should be designed facing the foreshore whilst the rear of such dwellings abutting the public road should be designed with a sense of "address" and with a pleasant appearance from the road.
4. There shall be a minimum of 1000mm building set back from one side boundary of each Allotment and at least a 4000mm set back from the front coastal boundary of Allotments 1 to 22 inclusive and Allotment 46. Nothing herein shall prevent the establishment of patio areas and decking at ground level within this 4000mm set back area of these Allotments.
5. Owners of Allotments 1-22 and Allotment 46 shall install a 1200mm high, open style tubular fence in a style and profile acceptable to both Prodec Pty. Ltd. and the Council to the front coastal boundary of the Allotment within six calendar months of settlement.
6. Transportable buildings are not permitted on the Allotment.
7. Buildings should be constructed using lightweight cladding, quality limestone and or rendered stone or masonry. Face brickwork is not encouraged unless it is a material essential to the architectural character of the dwelling and a suitable argument is presented for its inclusion.
8. No aerials, antennae, solar panels, air conditioning units or other roof mounted structures shall protrude above the ridge line of the roof and are to be located to minimise their impact on public or neighbour's view.
9. Where possible, free standing garages and outbuildings should be designed to be incorporated as part of the main dwelling and consistent with the style, and of the same colour and materials as the dwelling. Free standing garages, outbuildings and fences are not to be constructed using plain galvanized iron, zincalume, face brick or stone or fibre cement sheeting. Solid panel fencing is not permitted within any required front or rear building set back area.
10. A variety of roof structures, forms and roofing materials is encouraged but pitched roofs are to have a minimum pitch of 30°. Fibre cement and uncoated galvanised iron or zincalume roofing is not permitted. Flat roofs are acceptable only if they are designed as an integral part of and complement the seaside character of the dwelling.
11. The maximum height of the dwelling is to be 9000mm from existing ground level to the highest point of the roof.
12. Dwellings should be carefully designed to include a high degree of architectural form and to incorporate articulated roof designs, large decks, verandahs or porches, large window areas and courtyards which take advantage of winter sun and provide protection from prevailing winds.

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

8853671



FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1986

Solicitor/Registered Conveyancer/Applicant

G. MANOS

BELOW THIS LINE FOR OFFICE USE ONLY

Date	14 MAR 2000	Time	13:25
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
82	6		

CT 5688/959 and 960 are subject to X 8742152
and 8742151 respectively - the notation of
this AG may proceed in this instance after
consultation with Don Macintosh (CRO)
13.4.2000

01

EXAMINATION

<u>CORRECTION</u>	<u>PASSED</u>

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Manos & Assoc. MAP7P

Correction to: " " "

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

ITEM CT/CL REF.	AGENT CODE
CTs	MAP7P

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

1.
2.
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.
4.
5.

Belmont

pro REGISTRAR GENERAL

Application to Note Land Management Agreement under s57 of the Development Act

TO: THE REGISTRAR GENERAL

CITY OF ONKAPARINGA of PO Box 1 Noarlunga Centre SA 5168 does pursuant to the provisions of Section 57(5) of the Development Act 1993 ~~HEREBY APPLY FOR THE REGISTRATION~~ of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which Land Management Agreement is dated the 10 day of March 2000 and made between CITY OF ONKAPARINGA of the first part and R & L GIROLAMO PTY LTD ACN 007 981 553 of 40 Gladstone Avenue, Magill SA 5072 and ORIANA NOMINEES PTY LTD ACN 007 800 428 C/- 1/57 Northcote Street, Medindie SA 5081 and DOMAIN PROJECT DEVELOPMENT PTY LTD ACN 008 202 757 of 2 Majestic Grove, Highbury SA 5089 and PINLEE PTY LTD ACN 008 182 572 of 100 Rundle Street, Kent Town SA 5067 collectively of the second part and which Agreement binds the whole of the land comprised in Certificates of Title Register Book Volume 4227 Folio ~~620~~ ⁵⁶⁹³ Volume 4227 Folio ~~421~~ ³²² and Volume 4227 Folio ~~622~~ ⁹⁴ — *Now 5089-959*

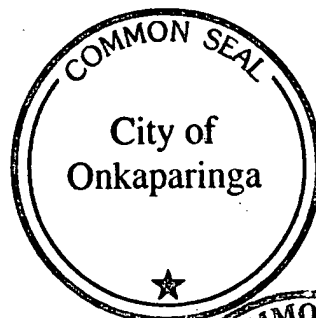
The Agreement relates to the management of the land for the purposes of Section 57 of the said Act.

Now 5688-960

The Common Seal of **CITY OF ONKAPARINGA**)
was hereto affixed in the presence of:)

[Signature] Mayor

[Signature] City Manager



THE COMMON SEAL of
R & L GIROLAMO PTY. LTD
ACN 007 981 553 was hereunto affixed in accordance
with its articles of association:

[Signature]
Signature of authorised person

[Signature]
Signature of authorised person

Director
Office Held

G. Girolamo
Name of authorised person
(Block letters)

SECRETARY
Office Held
G. GIROLAMO.
Name of authorised person
(Block letters)

THE COMMON SEAL of
ORIANA NOMINEES PTY LTD

ACN 007 800 428 was hereunto affixed in accordance
 with its articles of association:

[Signature]
 Signature of authorised person

DIRECTOR
 Office Held

EMANUELA G. LONGO
 Name of authorised person
 (Block letters)



[Signature]
 Signature of authorised person

DIRECTOR / CEE
 Office Held

NICOLA LONGO
 Name of authorised person
 (Block Letters)

THE COMMON SEAL of
DOMAIN PROJECT DEVELOPMENT PTY LTD

ACN 008 202 757 was hereunto affixed in accordance
 with its articles of association:

[Signature]
 Signature of authorised person

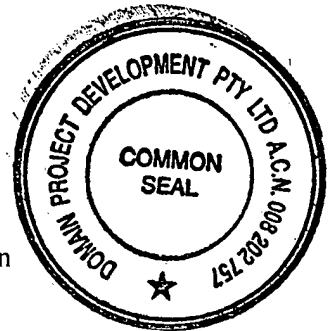
Director
 Office Held

CHRISTOPHER JOHN WICKS
 Name of authorised person
 (Block letters)

[Signature]
 Signature of authorised person

DIRECTOR / SEC.
 Office Held

KIM ANTHONY BURKE
 Name of authorised person
 (Block letters)



THE COMMON SEAL of
PINLEE PTY LTD

ACN 008 182 572 was hereunto affixed in accordance
 with its articles of association:

[Signature]
 Signature of authorised person

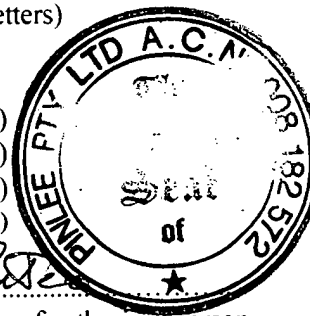
SEC / DIRECTOR
 Office Held

Lelio Bibbo
 Name of authorised person
 (Block letters)

Mario Piteo
 Signature of authorised person

DIRECTOR
 Office Held

MARIO PITEO
 Name of authorised person
 (Block letters)



THIS DEED is made the 10 day of March 2000.

BETWEEN:

CITY OF ONKAPARINGA of PO Box 1, Noarlunga SA 5168
in the State of South Australia (the Council)

AND:

R & L GIROLAMO PTY LTD ACN 007 981 553
of 40 Gladstone Avenue, Magill SA 5072
in the State of South Australia

S.A. STAMP DUTY PAID
ORIGINAL with 0 copies
14/03/2000 13:07:58
DEED

AND:

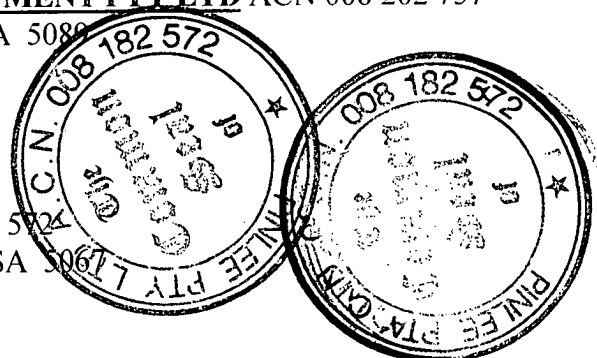
ORIANA NOMINEES PTY LTD ACN 007 800 428
C/- 1/57 Northcote Street, Medindie SA 5081
in the State of South Australia

AND:

DOMAIN PROJECT DEVELOPMENT PTY LTD ACN 008 202 757
of 2 Majestic Grove, Highbury SA 5089
in the State of South Australia

AND:

PINLEE PTY LTD ACN 008 182 572
of 100 Rundle Street, Kent Town SA 5067
in the State of South Australia



(collectively the Landowners)

RECITALS

- A. Pinlee Pty Ltd ACN 008 182 572 is the registered proprietor of allotment 29 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 620. Domain Project Development Pty Ltd ACN 008 202 757 of 2 Majestic Grove Highbury is the registered proprietor of allotment 30 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 621. R & L Girolamo Pty Ltd ACN 007 981 553 is the registered proprietor of one undivided moiety in allotment 31 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 622. Oriana Nominees Pty Ltd ACN 007 800 428 is the registered proprietor of the other undivided moiety in allotment 31 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 622. Pinlee Pty Ltd ACN 008 182 572, Domain Project Development Pty Ltd ACN 008 202 757, R & L Girolamo Pty Ltd ACN 007 981 553 and Oriana Nominees Pty Ltd ACN 007 800 428 are hereinafter called "the Landowners". Allotments 29, 30 and 31 of Section 652 Hundred of Willunga in the area named Sellicks Beach are hereinafter called "the land".

- B. The land is situate in the area of the Council.
- C. By Development Application No. 130/DO16/95 ("the Application"), Prodec Pty Ltd ACN 008 041 996 of 2 Majestic Grove Highbury SA Project Manager and Land Developer (Prodec) (with the consent of the then landowners) sought Provisional Development Plan Consent from the then Willunga Council to develop the land by creating an additional 114 allotments in accordance with a plan drawn by Fyfe Surveyors Pty Ltd dated 15 June, 1995. Prodec has since lodged in substitution for the plan lodged with the Application various amended plans, the last of which is annexed hereto and marked "A" ("the Plan").
- D. The Council is the relevant authority in relation to the Application pursuant to the provisions of the Development Act, 1993 ("the Act").
- E. The Landowners have agreed to allow the development of portion of the land by Prodec in accordance with a certain Joint Venture Agreement between the Landowners and Prodec and to undertake the works shown on the Plan.
- F. Prodec has agreed to enter into a separate Deed with the Council whereby it has agreed to comply in all respects with the obligations imposed on it in this Land Management Agreement whether such obligations are joint or several with the Landowners as if Prodec itself were a party to the Land Management Agreement.
- G. Upon the noting of this Agreement against all of the Certificates of Title set out in Recital A in accordance with Section 57 of the Act, the Council has indicated it will consider the Application and the Plan and take into account this Agreement in considering the Application.
- H. This Agreement is an Agreement relating to the management, preservation and conservation of the land pursuant to Section 57 of the Act.

NOW THIS DEED WITNESSES

1. INTERPRETATION

1.1 Definitions

In this document, unless the context otherwise requires:

"the Act" means the Development Act, 1993 or, if the Development Act, 1993 is repealed and there comes into force a new Act dealing with substantially the same subject matter as the Development Act, 1993, such new Act or its successors and in any case includes statutory instruments made under those Acts. Where in any part of this Agreement a Section is cited, then if the Development Act 1993 is repealed, that Section number shall be taken to mean that Section of the Act which succeeds the Development Act 1993 which deals with substantially the same subject matter as the Section cited;

"development approval" means that approval or any component stage of that approval granted by the relevant authority to the Application after a consent has been granted in respect of the matters listed in Section 33 of the Act insofar as they are relevant to the development the subject of the Application;

"the Landowners" means R & L Girolamo Pty Ltd ACN 007 981 553, Oriana Nominees Pty Ltd ACN 007 800 428, Domain Project Development Pty Ltd ACN 008 202 757 and Pinlee Pty Ltd ACN 008 182 572;

"the Council" means the City of Onkaparinga and if the context permits means the District Council of Willunga (which Council amalgamated with the Cities of Happy Valley and Noarlunga so as to form the City of Onkaparinga) and its successors;

"the Plan" means the plan annexed hereto and marked "A";

"the Subsequent Owner" means any person(s) and/or company(ies) registered as the proprietor(s) of an estate in fee simple in the land or portion of the land (including a Residential Allotment) subsequent to the Landowners (or any of them), and if more than one, then all of them;

"Residential Allotment" means any of the allotments numbered 1 to 45, 48-53, 72-77, 79-87, 106-121 and 181-190 inclusive on the Plan.

1.2 Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly or severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (d) a reference to
 - (i) a person includes a corporation and a body politic;
 - (ii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;
 - (iii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (iv) a right includes a remedy, authority or power;

1.3 Headings

Headings shall be ignored in construing this document.

1.4 Accuracy of Recitals

The parties acknowledge that the Recitals are true and accurate and agree that they form part of this Agreement.

2. Stormwater and Drainage – Lot 3000

- 2.1. There is a gully/channel which from time to time carries stormwater adjacent to the southern boundary of the land (the channel). The channel is located partly in Lot 3000 and partly within Council's road reserve. The Council is investigating the flow of water carried in the channel including the catchment area for the channel.
- 2.2. The Council has indicated that it may require Lot 3000 for the purposes of a drainage reserve. As at the time of this Agreement Council is not able to say whether it requires all or any of Lot 3000 for drainage purposes until such time that it completes and adopts certain design works associated with the existing channel. However the Landowners have agreed to transfer Lot 3000 as a drainage reserve to the Council at no cost to the Council upon lodgement of the Deposited Plan at the Lands Title Office.
- 2.3. In the event that Council does not require any or all of Lot 3000 Council agrees (subject to Ministerial approval) to transfer back to the Landowners or their nominee at no cost to the Council all or that part of Lot 3000 not required by the Council for drainage purposes. In the event that Lot 3000 or any part thereof is transferred from the Council back to the Landowners or their nominee the Council agrees and acknowledges that the 3000 may be developed subject to obtaining all necessary consents under the Development Act.
- 2.4. Council agrees that 50% of the area of Lot 3000 shall be treated as a reserve for the purposes of any open space contribution required under the Development Act in respect of any application(s) that may be made to further divide the balance of the land not shown as Residential Allotments on the Plan.

3. Effluent/sewage treatment

- 3.1. Subject to Clause 3.8, prior to the human occupation of any building on any portion of the land, and in any case within one year of the day upon which the Registrar-General deposits the Plan, the Landowners and/or Prodec must construct on Allotment 1002 on the Plan a package treatment plant for the treatment of effluent or sewage from the Residential Allotments ("the Plant"). The Plant must have the capacity to treat effluent or sewage from at least 3.5 people per created Residential Allotment on any day ("the capacity") provided that upon application by the Landowners and/or Prodec, the Council may in its absolute discretion permit the occupation of a building or buildings on the land at a time when the capacity of the plant is less than the finished capacity. Disinfection shall involve the use of artificial ultraviolet light or such other mutually acceptable processes.

- 3.2 The design and construction of the Plant shall be such so as to enable possible future connection to the Plant by other allotments within the land and/or from areas outside the land. In the event that the plant is to be used by allotments not forming portion of the land then all costs incurred to connect such land including any associated expansion of the Plant shall not be borne by either the Landowners or Prodec. However any cost associated with the modular increase in the capacity of the Plant for the purposes of servicing the allotments forming part of the land shall be borne by the Landowners as at the time of the modular increase.
- 3.3 Any treatment Plant shall include appropriate provision so as to minimise sludge removal frequency.
- 3.4 The Landowners and/or Prodec will provide a subsurface irrigation system from the Plant to enable the effective and safe distribution onto the areas specified on the Plan and at a discharge rate of 4.5 litres per square metre per day continuously throughout the year.
- 3.5 Upon completion of the Plant the Landowners and/or Prodec shall own and operate the plant for a period of 5 years at their cost. However the parties agree that Council may in its discretion serve a Notice on the Landowners requiring the Landowners to transfer the Plant and Allotment 1002 on the Plan to the Council at no cost to the Council and for nil consideration. Such Notice is to be given by the Council prior to the construction of the Plant. In the event Notice is given and the Plant transferred to the Council, the Council shall operate and maintain the plant for the benefit of the Residential Allotments. In that event the Landowners and/or Prodec further agree that for a period of five (5) years from the commencement of the operation of the Plant it will reimburse the Council on an annual basis for any costs that the Council incurs in so operating the plant which costs cannot reasonably be recovered from any rates and charges that the Council levies from those owners of the Residential Allotments. The Council agrees that the amount it will charge any owner of the land including any subsequent owner for the use of the Plant shall be a proper amount that is commercially based having regard to the commercial cost of operating the Plant.
- 3.6 Prior to the human occupation of any building on any portion of the land, the Landowner or the relevant subsequent owner of that land and building to be so occupied shall ensure that that land is connected to a common effluent or sewage disposal system for the conveying of effluent or sewage to the Plant shown on the Plan. In this respect it is expressly agreed that this obligation may be imposed on the subsequent owner of the land or portion thereof including any Residential Allotments.
- 3.7 Allotments 1003 & 1004 shall be transferred to the Council by the Landowners at no cost to the Council which allotments shall be used for the purposes of waste water irrigation. Such transfer is to take place simultaneously with the transfer of the plant.
- 3.8 In the event that alternative suitable off site effluent or sewage treatment (and in

particular the Aldinga Waste Water Treatment Plant) becomes available prior to establishing the plant, then the Landowners shall pay to the Council the sum of \$140,000 which sum is to be applied for the purposes of connecting the residential allotments to the alternative off site effluent treatment or sewage the Council shall transfer Allotments 1003 & 1004 back to the Landowners or their nominee at no cost to the Council.

- 3.9 Further in the event that the plant is established but its use is no longer necessary by reason of the availability of alternative suitable off site effluent or sewage treatment, the Council shall transfer Allotments 1003 & 1004 back to the Landowners or their Nominee at no cost to the Council.
- 3.10 In the event that Allotments 1003 & 1004 are transferred to the Landowners pursuant to either Clauses 3.8 or 3.9 the Council agrees and acknowledges that the said allotments may be developed subject to obtaining all necessary consents under the Development Act.

4 Urban Design Principles for Dwellings on Residential Allotments

- 4.1 No building or structure (including those sheds and outbuildings which are exempt from the definition of development pursuant to Schedule 3 of the Development Regulations 1993) shall be constructed on any Residential Allotment unless such building or structure complies with the following criteria:-
 - 4.1.1 There shall be at least a 1 metre setback from one side boundary.
 - 4.1.2 No aerials TV antennae or roof airconditioner shall protrude above the ridge roof line. (It is acknowledged that aerials TV antennae and airconditioners are exempt from the definition of development in the Act but the parties have agreed to this clause so as to enhance the amenity of the Residential Allotments.)
 - 4.1.3 There shall be at least a 4 metre setback from the front or coastal boundary of Allotment 1 – 22 inclusive. Nothing herein shall prevent the establishment of patio areas or ground level decking etc within this area.
- 4.2 As regards those Residential Allotments marked 1-22 inclusive on the Plan the Landowners shall within 6 months of the issue of the Section 51 certificate establish tubular type fencing or other suitable open style fencing acceptable to the Council facing the coast which fencing shall not exceed 1.2 metres in height. All such fencing shall be consistent and of the one type. The Landowners and any subsequent owners are required to maintain the said fence.
- 4.3 The Landowners shall within 3 months of the issue of the Section 51 certificate at its cost:-
 - 4.3.1 Establish a rural type fence (ie post and wire) on the western boundary of the land
 - 4.3.2 Establish not more than two access points and to a construction standard acceptable to Council from the land to the beach in such positions as reasonably determined by the Council.

5. Underground services

The Landowners must cause all services to be placed underground including but not limited to electricity and telecommunication services.

6. Cost of works

The Council shall not be responsible for the payment of any portion of the cost of any of the works provided for in this Agreement unless otherwise expressly provided for.

7 Additional requirements and Obligations of Prodec

7.1 The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the land.

7.2 The parties acknowledge that certain obligations in this agreement are imposed jointly on the Landowners and Prodec. As Prodec is not the owner of any of the land Prodec has entered into a separate agreement with the Council ensuring that wherever required it will comply with the obligations imposed on it by this Agreement.

8 Right of Inspection

The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter into and upon the land for the purpose of:

8.2 inspecting the land and any building on the land;

8.3 exercising any other powers of the Council under this Agreement.

9 Notice to remedy

If the Landowners, or any of them, or any Subsequent Owner is in breach of this Agreement the Council may by notice in writing served on the party or parties in breach of this Agreement, require such party to remedy the breach within such time nominated by the Council in the notice (being not less than 14 days of the date of the service of the notice) and if such party fails to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the party in breach as a debt due and owing to the Council.

10 Right to remove

If in a notice referred to in the preceding paragraph the Council requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the Council and its servants or agents are hereby authorised and empowered to remove the said thing or things from the land and dispose of it or them in any manner determined by the Council.

11 Delegation

The Council may delegate any of the Council's powers under this Agreement to any person.

12 Giving of notice

A notice shall for the purpose of this Agreement be properly served on any person or entity bound by this Agreement if it is:

- (i) posted to the person or entities last address known to the Council in which event it will be deemed to have been received on the day after posting;
- (ii) affixed to a prominent position on the land.

13 Registration

- 13.1 The Landowners shall make application, and each party shall perform such acts and execute such documents as shall be necessary to ensure that this Agreement is noted against the Certificates of Title set out in Recital A of this Agreement pursuant to Section 57(5) of the Act.
- 13.2 The cost of preparation of this Agreement, stamp duty, and all things necessary to have this Agreement noted against the Certificates of Title set out in Recital A of this Agreement, shall be borne by the Landowners.
- 13.3 The Landowners warrant that as at the date of this Agreement no other party has a legal or equitable interest in the land (other than Prodec in accordance with the Joint Venture Agreement referred to in Recital E).

14 Variation

Any variation to this Agreement shall be in writing and attested to by the parties in writing.

15 Waiver

The Council may waive compliance by the Landowners or any Subsequent Owner with the whole or any part of the obligations on the part of the Landowners or any Subsequent Owner herein contained provided that no such waiver will be effective unless expressed in writing and executed by Council.

16 Rescission

In the event that a development approval is granted in relation to the Application, and such development approval is subsequently cancelled, or lapses without being implemented, Council agrees, upon receipt of a request by the Landowners or a Subsequent Owner, to rescind this Agreement and to consent to the making by the Registrar-General of a note of the rescission on the Certificates of Title to the land, at the cost in all things to the Landowners.

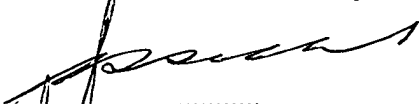
17 Severance

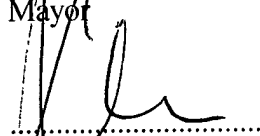
- 17.1 If a provision of this Agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.
- 17.2 If not withstanding sub-clause 17.1 hereof, a provision of this Agreement is still void or voidable or unenforceable:
- 17.2.1 if the provisions would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;
- 17.2.2 if necessary, the whole provision is hereby severed; and the remainder of this Agreement has full force and effect.

EXECUTED unconditionally by the parties as a Deed and as an Agreement pursuant to the provisions of Section 57 of the Development Act, 1993.

**THE COMMON SEAL of
CITY OF ONKAPARINGA**

was hereunto affixed in the presence of:

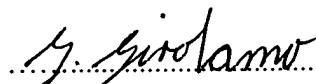

.....
Mayor


.....
City Manager



**THE COMMON SEAL of
R & L GIROLAMO PTY LTD**

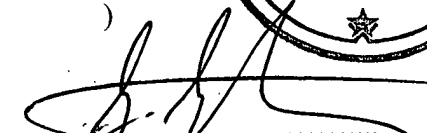
ACN 007 981 553 was hereunto affixed in accordance with its articles of association:


.....
Signature of authorised person

Director.....
Office Held

G. Girolamo.....
Name of authorised person (Block Letters)




.....
Signature of authorised person

SECRETARY.....
Office Held

G. GIROLAMO.....
Name of authorised person (Block letters)

**THE COMMON SEAL of
ORIANA NOMINEES PTY LTD**

ACN 007 800 428 was hereunto affixed in accordance
with its articles of association:

.....
Signature of authorised person

.....
Office Held

.....
Name of authorised person (Block Letters)

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Signature of authorised person

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Office Held

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Name of authorised person (Block letters)

**THE COMMON SEAL of
DOMAIN PROJECT DEVELOPMENT PTY LTD**

ACN 008 202 757 was hereunto affixed in accordance
with its articles of association:

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Signature of authorised person

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Office Held

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Name of authorised person
(Block letters)

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Signature of authorised person

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Office Held

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Name of authorised person
(Block letters)

**THE COMMON SEAL of
PINLEE PTY LTD**

ACN 008 182 572 was hereunto affixed in accordance
with its articles of association:

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Signature of authorised person

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Office Held

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Name of authorised person
(Block letters)

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Signature of authorised person

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Office Held

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Name of authorised person
(Block letters)

