

Certificate of Title

Title Reference CT 5212/775
Status CURRENT
Easement YES
Owner Number 01512542
Address for Notices PO BOX 735 MOUNT COMPASS 5210
Area 1000m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

JOHN TREVOR HAGUE
HEATHER JEAN HAGUE
OF 15 CHENOWETH AVENUE WEST CROYDON SA 5008
AS JOINT TENANTS

Description of Land

ALLOTMENT 10 DEPOSITED PLAN 40209
IN THE AREA NAMED MOUNT COMPASS
HUNDRED OF NANGKITA

Last Sale Details

Dealing Reference TRANSFER (T) 9091119
Dealing Date 02/05/2001
Sale Price \$39,500
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	9091120	A.G. BENNETTS NOMINEES PTY. LTD. (ACN: 007 884 344)
MORTGAGE	9311240	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
4551838350	CURRENT	83 ARTHUR ROAD, MOUNT COMPASS, SA 5210

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

AMENDMENT TO DIAGRAM VIDE 85/96

Administrative Interests

NIL

Valuation Record

Valuation Number	4551838350
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1995
Property Location	83 ARTHUR ROAD, MOUNT COMPASS, SA 5210
Local Government	ALEXANDRINA
Owner Names	JOHN TREVOR HAGUE HEATHER JEAN HAGUE
Owner Number	01512542
Address for Notices	PO BOX 735 MOUNT COMPASS 5210
Zone / Subzone	GCE - Golf Course Estate
Water Available	No
Sewer Available	No
Land Use	1100 - House
Description	7H DG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D40209 ALLOTMENT 10	CT 5212/775

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$260,000	\$730,000			
Previous	\$245,000	\$610,000			

Building Details

Valuation Number	4551838350
Building Style	Conventional
Year Built	2003
Building Condition	Very Good
Wall Construction	Stone; Freestone
Roof Construction	Galvanised Iron
Equivalent Main Area	215 sqm
Number of Main Rooms	7

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



ALEXANDRINA COUNCIL PRESCRIBED INFORMATION

Certificate of LOCAL GOVERNMENT CHARGES Pursuant to the Local Government Act, 1999

Search No: CTRATES-2025-001435

Property ID: 27779

Bpay Biller Code: 435115

Valuation No: 4551838350

Reference: 21000 90730 02777 93

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

Property Described as: 83 Arthur Road MOUNT COMPASS SA 5210

Owners Name/s: John T Hague
Heather J Hague

Section	Allotment	Plan	Certificate of Title
210	10	40209	5212/775

RATES AND CHARGES INFORMATION

Declared Date: 24 Jun 2024

Period Ending: 30 Jun 2025

Rates and Fines in arrears b/fwd 1st July	\$0.00
Rates for current Financial Year	\$2,800.35
Service Charges	\$725.00
Interest to Date	\$0.00
Legal Fees to Date	\$0.00
Fines to Date	\$0.00
Property Related Debt	\$0.00
Regional Landscape Levy	\$73.00
Less payments and adjustments	\$-2,698.80
TOTAL OUTSTANDING AT DATE OF THIS CERTIFICATE	\$899.55

Rates not paid on or before the **due date** are the subject to a **fine** of 2.00% as prescribed by the Local Government Act, with further **interest charges** of 0.7625% being added to **arrears** each month following.

Conditions

I certify that to the best of my knowledge and belief the information provided above is correct.

Authorised by Alexandrina Council	Date: 27 May 2025
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The charges as shown are valid for the date of the certificate.

Please Note: Council allows for a free update on searches for up to 30 days from the certificate date.

If this information falls outside the one (1) month period, a new Section 187 certificate is required.

Please Note:

New Financial Year 2025 / 2026 – Council Rates will not be available until after 9 July 2025.

Any Section 187 Search Requests for the 2025 / 2026 New Financial Year will not be processed until after this date.

Property Interest Report

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

Title Reference	CT 5212/775	Reference No. 2677269
Registered Proprietors	J T & H J*HAGUE	Prepared 27/05/2025 11:19
Address of Property	83 ARTHUR ROAD, MOUNT COMPASS, SA 5210	
Local Govt. Authority	ALEXANDRINA COUNCIL	
Local Govt. Address	PO BOX 21 GOOLWA SA 5214	

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)
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1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 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 Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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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. <i>Land Acquisition Act 1969</i>		
17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
18. <i>Landscape South Australia Act 2019</i>		
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 will respond with details relevant to this item
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 will respond with details relevant to this item
18.11	section 142 - Site use approval	DEW will respond with details relevant to this item
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

Act

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

19. *Land Tax Act 1936*

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

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

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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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 |
|------|--|---|

24. *Mining Act 1971*

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <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
- The Planning and Design Code (the Code) is a statutory instrument under the ***Planning, Development and Infrastructure Act 2016*** for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:
https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

- | | | |
|------|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease | Public Health in DHW has no record of any direction or requirement affecting this title |
| 32.2 | section 92 - Notice | Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 32.3 | <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)*

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

34. *Water Industry Act 2012*

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

also

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

also

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

also

Robusto Investments Pty. Ltd. trading as Compass Springs will respond with details relevant to this item.

also

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

35. *Water Resources Act 1997 (repealed)*

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

36. *Other charges*

- | | | |
|------|--|--|
| 36.1 | Charge of any kind affecting the land (not included in another item) | Refer to the Certificate of Title

also

Contact the vendor for these details

also

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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



27th May 2025

HOUTERMANS HORNER CONVEYANCING PTY LTD
POST OFFICE BOX 95,
GREENACRES, SA 5086
office@hhconveyancing.com.au

Water and River Murray Group

Water Licensing Branch
152 Jubilee Highway East
Mount Gambier SA 5290
PO Box 1046
Mount Gambier SA 5290
Australia
Tel (08) 8735 1134

OFFICIAL

Dear Sir/Madam

I refer to your enquiry concerning the following property:

dew.lcwaterlicensing@sa.gov.au
www.environment.sa.gov.au
www.waterconnect.sa.gov.au

Reference No: 2677269
Title Reference: CT 5212/775 D40209 A10
Property Address: 83 ARTHUR ROAD, MOUNT COMPASS, SA 5210
Owners Name: J T & H J*HAGUE

I advise as follows:

Notice to pay levy under section 78 of the <i>Landscape South Australia Act 2019</i> (or under a corresponding previous enactment).	Yes*
---	------

***Please refer to the below ADVICE OF LICENCE(S) ISSUED UNDER THE LANDSCAPE SOUTH AUSTRALIA ACT 2019 report detailing levies payable under Section 78, any Water Resource Works Approval under Section 135, any Site Use Approval under Section 142 & any Forest Water Licence under Section 166 of The Landscape South Australia Act 2019.**

Copies of the relevant application forms can be found at www.waterconnect.sa.gov.au/Water-Management/Licences-and-Permits.

If an interested party is registered against a water licence an application to remove the interest will also need to be submitted. The licence holder/s will need to confirm if an interest is registered against a water licence. Any information in relation to licences will only be given to the licensees or a third party who has written permission from the licensee to access the information.

The Minister is required to keep a record of Permits, Licences, Allocations, Approvals and details relating to these. The NRM Register is publicly available online and is updated daily <https://www.waterconnect.sa.gov.au/Systems/WLPR/Pages/default.aspx>. To protect the privacy of licensees, limited information is available on the register. The NRM register provides access to information by entering the licence/permit number or the land parcel details endorsed on the licence/permit.

All care and diligence has been taken to access the above information from available records. Should you have any queries regarding this Property Interest Report please contact this office.

All other enquires regarding the Licence should be directed to the DEW Branch located at the bottom of this report.

Yours Sincerely
T. Stewart
Teresa Stewart
Administration Officer

OFFICIAL



WATER & RIVER MURRAY GROUP ADVICE OF LICENCE (S) ISSUED UNDER THE LANDSCAPE SOUTH AUSTRALIA ACT 2019

Take Note

The *Landscape South Australia Act 2019* provides that a water licence is a property right issued to a person, which is not directly linked to the land. A licence may however, authorise water to be taken or used in relation to specific land parcels. If the land parcel(s) specified on a licence are sold, the licence remains in the possession of the licence holder unless separate approval is obtained to transfer or vary the water allocation endorsed on that licence. An application to transfer or vary a licensed water allocation must be made in accordance with the licensing provisions of the *Landscape South Australia Act 2019*. The provisions relevant to this prescribed resource are attached.

Licence Details

Licence Number: WL-114221

Licence Status: Current

Prescribed Region: Eastern Mt Lofty Ranges PWA/PSWA

Licensee(s): Robusto Investments Pty Ltd

Water Allocation:

Entitlement number	Prescribed Resource	Management unit	Entitlement pool	Allocation category	Quantity	Expiry date
E-014934	Eastern Mt Lofty Ranges PWA	Tookayerta Permian	Eastern Mt Lofty Ranges groundwater	Taking	145501 kL	N/A
E-015665	Eastern Mt Lofty Ranges PSWA	426TC001	Eastern Mt Lofty Ranges surface water	Taking	36330 kL	N/A

Fees charged to this licence:	Charged	Outstanding
Right to take water - 1/7/2024 to 30/06/2025	\$1,460.10	\$0.00

Property Details:

CT6201/22	D116982 A17
CT6201/23	D116982 A18
CT6201/24	D116982 A19
CT6201/25	D116982 A20
CT6201/26	D116982 A21
CT6201/27	D116982 A22
CT6201/28	D116982 A23
CT6253/789	D126888 A2004
CT6253/790	D126888 A2005
CT6253/774	D126888 A45

All enquires regarding the Licence should be directed to:

Water and River Murray Group
Water Licensing Branch
81-95 Waymouth Street
ADELAIDE SA 5000

Postal enquires should be forwarded to:

Water and River Murray Group
Water Licensing Branch
GPO Box 1047
ADELAIDE SA 5001

Telephone: (08) 8463 6876



**WATER & RIVER MURRAY GROUP
ADVICE OF LICENCE (S) ISSUED UNDER THE
LANDSCAPE SOUTH AUSTRALIA ACT 2019**

CT6253/775	D126888 A46
CT6253/776	D126888 A47
CT6253/777	D126888 A48
CT6253/778	D126888 A49
CT6253/779	D126888 A50
CT6253/780	D126888 A57
CT6253/781	D126888 A58
CT6253/782	D126888 A59
CT6253/783	D126888 A60
CT6253/784	D126888 A61
CT6253/785	D126888 A62
CT6253/786	D126888 A63
CT6253/787	D126888 A64
CT6278/264	D130958 A1
CT6292/117	D130958 A10
CT6278/274	D130958 A11
CT6278/275	D130958 A12
CT6278/276	D130958 A13
CT6278/277	D130958 A14
CT6278/278	D130958 A16
CT6278/265	D130958 A2
CT6278/279	D130958 A2010
CT6278/266	D130958 A3
CT6278/267	D130958 A4
CT6278/268	D130958 A5
CT6278/269	D130958 A6
CT6278/270	D130958 A7
CT6278/271	D130958 A8
CT6278/272	D130958 A9
CT5211/690	D23159 A16
CT5295/125	D33387 A84
CT5063/602	D33387 A85
CT5063/603	D33387 A86
CT5063/604	D33387 A87
CT5063/605	D33387 A88
CT5063/606	D33387 A89
CT5063/607	D33387 A90

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Water Licensing Branch
81-95 Waymouth Street
ADELAIDE SA 5000

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**WATER & RIVER MURRAY GROUP
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LANDSCAPE SOUTH AUSTRALIA ACT 2019**

CT5063/608	D33387 A91
CT5063/609	D33387 A92
CT5063/610	D33387 A93
CT5063/611	D33387 A94
CT5063/612	D33387 A95
CT5063/613	D33387 A96
CT5212/766	D40209 A1
CT5212/775	D40209 A10
CT5212/776	D40209 A11
CT5212/777	D40209 A12
CT5212/767	D40209 A2
CT5212/768	D40209 A3
CT5212/769	D40209 A4
CT5212/770	D40209 A5
CT6092/362	D40209 A6
CT5212/772	D40209 A7
CT5212/773	D40209 A8
CT5212/774	D40209 A9
CT5242/487	D40430 A100
CT5242/488	D40430 A101
CT5242/489	D40430 A102
CT5242/490	D40430 A103
CT5242/491	D40430 A104
CT5242/492	D40430 A105
CT5242/493	D40430 A106
CT5242/494	D40430 A107
CT5242/495	D40430 A108
CT5310/654	D43807 A1
CT5310/655	D43807 A2
CT5332/410	D45020 A100
CT5332/411	D45020 A101
CT5332/412	D45020 A102
CT5332/378	D45020 A23
CT5332/379	D45020 A24
CT5332/380	D45020 A25
CT5332/381	D45020 A26
CT6020/36	D45020 A27

**All enquires regarding the Licence
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CT6020/37	D45020 A28
CT6020/38	D45020 A29
CT6017/385	D45020 A30
CT5332/386	D45020 A31
CT5332/387	D45020 A32
CT5332/388	D45020 A33
CT5332/389	D45020 A34
CT5332/390	D45020 A35
CT5332/391	D45020 A36
CT5332/392	D45020 A37
CT5332/393	D45020 A38
CT5332/394	D45020 A39
CT5332/395	D45020 A40
CT5332/396	D45020 A41
CT5332/397	D45020 A42
CT5332/398	D45020 A43
CT5332/399	D45020 A44
CT5332/400	D45020 A45
CT5332/401	D45020 A46
CT5332/402	D45020 A47
CT5332/403	D45020 A48
CT5332/404	D45020 A49
CT5332/405	D45020 A50
CT5332/409	D45020 A99
CT5692/971	D52829 A122
CT5692/972	D52829 A123
CT5692/953	D52829 A61
CT5692/954	D52829 A62
CT5692/955	D52829 A66
CT5692/956	D52829 A79
CT5692/957	D52829 A83
CT5692/958	D52829 A84
CT5692/959	D52829 A85
CT5692/960	D52829 A86
CT5692/961	D52829 A87
CT5692/962	D52829 A90
CT5692/963	D52829 A91

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CT5692/964	D52829 A92
CT5692/965	D52829 A93
CT5692/968	D52829 A96
CT5692/969	D52829 A97
CT5692/970	D52829 A98
CT5703/576	D53009 A700
CT5703/577	D53009 A701
CT5708/619	D53062 A702
CT5708/620	D53062 A703
CT5957/178	D54155 A607
CT5818/827	D55636 A124
CT5818/828	D55636 A125
CT5818/829	D55636 A126
CT5818/830	D55636 A127
CT5818/831	D55636 A128
CT5818/832	D55636 A129
CT5818/817	D55636 A13
CT5818/833	D55636 A130
CT5818/834	D55636 A131
CT5818/835	D55636 A132
CT5818/836	D55636 A133
CT5818/837	D55636 A134
CT5818/818	D55636 A14
CT5818/819	D55636 A15
CT5818/820	D55636 A16
CT5818/821	D55636 A17
CT5818/822	D55636 A18
CT5818/823	D55636 A19
CT5818/824	D55636 A20
CT5818/825	D55636 A21
CT6119/86	D55636 A22
CT5836/233	D56009 A104
CT5836/234	D56009 A105
CT5836/236	D56009 A107
CT5836/237	D56009 A108
CT5836/238	D56009 A109
CT5836/239	D56009 A110

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CT5836/240	D56009 A111
CT5836/241	D56009 A112
CT5836/242	D56009 A113
CT5836/243	D56009 A114
CT5836/244	D56009 A115
CT6075/830	D56009 A116
CT5836/246	D56009 A117
CT5836/247	D56009 A118
CT5836/248	D56009 A119
CT5836/249	D56009 A120
CT5836/250	D56009 A121
CT5836/208	D56009 A54
CT5836/209	D56009 A55
CT5836/210	D56009 A56
CT5836/211	D56009 A57
CT5836/212	D56009 A58
CT5836/213	D56009 A59
CT5836/214	D56009 A60
CT5836/215	D56009 A63
CT5836/216	D56009 A64
CT5836/217	D56009 A65
CT5836/218	D56009 A67
CT5836/219	D56009 A68
CT5836/220	D56009 A69
CT5836/221	D56009 A70
CT6092/524	D56009 A71
CT5836/223	D56009 A72
CT5836/224	D56009 A73
CT5836/225	D56009 A74
CT5836/226	D56009 A75
CT5836/227	D56009 A76
CT5836/228	D56009 A77
CT5836/229	D56009 A78
CT5836/230	D56009 A80
CT5836/231	D56009 A81
CT6113/447	D56009 A82
CT5872/507	D59095 A100

**All enquires regarding the Licence
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Water and River Murray Group
Water Licensing Branch
81-95 Waymouth Street
ADELAIDE SA 5000

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Water Licensing Branch
GPO Box 1047
ADELAIDE SA 5001

Telephone: (08) 8463 6876



**WATER & RIVER MURRAY GROUP
ADVICE OF LICENCE (S) ISSUED UNDER THE
LANDSCAPE SOUTH AUSTRALIA ACT 2019**

CT5917/92	D64338 A1
CT5917/93	D64338 A2
CT6119/242	D64338 A3
CT5917/95	D64338 A4
CT5917/96	D64338 A5

Additional Information

Information provided current as at 27/05/2025.

Any outstanding fees are to be paid before a licence can be transferred to a new account.

Comments

If the water licence is to be transferred to a new property owner, the current licence holder must complete an application to transfer a water licence, which must be signed by all parties and returned to the below office accompanied by the prescribed fee.

**All enquires regarding the Licence
should be directed to:**

Water and River Murray Group
Water Licensing Branch
81-95 Waymouth Street
ADELAIDE SA 5000

**Postal enquires should be
forwarded to:**

Water and River Murray Group
Water Licensing Branch
GPO Box 1047
ADELAIDE SA 5001

Telephone: (08) 8463 6876

9091120



LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

[Signature]
Solicitor/Registered Conveyancer/Encumbrancer
KAY JANOWSKI

SINGLE COPY.

Series No.	Prefix
2	E

BELOW THIS LINE FOR OFFICE USE ONLY

Date: - 3 MAY 2001	Time: 12
FEES	
R.G.O.	POSTAGE NEW C.T.
84	

87289

10/50/1

SINGLE COPY
ONLY

AGENT CODE

Lodged by:

Correction to:

EVANS & MURRAY

EMLB

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

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

Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1.....
- 2.....
- 3.....

CORRECTION

PASSED

REGISTERED

23 MAY 2001

p10



REGISTRAR-GENERAL

Lic. No. 3 Jan 2000


DELIVERY INSTRUCTIONS (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

DATED 2nd May 2001

EXECUTION


JOHN TREVOR HAGUE
HEATHER JEAN HAGUE
Signature of WITNESS - Signed in my presence by the Encumbrancer
who is either personally known to me or has satisfied me as to her
identity."KATIE JOANNE HAGUE
Print Full Name of Witness15 CHENOWETH AVE
WEST CROYDON S008
Address of Witness84451641
Business Hours Telephone No.

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land in Certificate of Title

VOLUME 5212 FOLIO 775

ESTATE AND INTEREST

Estate in Fee Simple

ENCUMBRANCES

Nil

ENCUMBRANCER (Full Name and Address)

JOHN TREVOR HAGUE AND HEATHER JEAN HAGUE both of 15 Chenoweth Avenue West Croydon SA 5008

ENCUMBRANCEE (Full Name, Address and Mode of Holding)

A. G. BENNETTS NOMINEES PTY LTD ACN 007 884 344 of 8 Bonview Avenue Panorama SA 5041

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) See Item D and clause 11

(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
See Item C

(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
See Item D and clauses 11, 12 and 13

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

As set out on the following pages.

RECITALS

- A The Encumbrancer is the registered proprietor of the land defined in Clause 1.1.7 hereof (hereinafter called "the land").
- B The Encumbrancee is the owner of certain land within the Development Area defined in Clause 1.1.2 hereof which is delineated as the Fleurieu Golf Course on the Plan attached hereto and marked "B".
- C The Encumbrancer is desirous of securing in perpetuity to and for the benefit of the Encumbrancee the payment of the sum of money and the performance and observance of the covenants on the part of the Encumbrancer hereinafter contained for the purpose of enhancing the amenity of the Development Area.
- D The Encumbrancer encumbers the estate and interest of the land subject to the encumbrances and other interests shown thereon with the payment (if demanded) of the yearly rent charge of ten (10) cents payable on the 30th day of June each year commencing on the 30th day of June next ensuring after the execution of the Memorandum of Encumbrance

AND the Encumbrancer for itself and its successors in title hereby covenants with the Encumbrancee and each and every registered proprietor for the time being of each and every one and each and every part of the allotments into which the land in the Development Area is comprised or hereinafter may be divided and all successive owners assignees executors administrators and transferees thereof as part of the common building scheme of development for the Development Area.

DEFINITIONS

- 1.1 In this encumbrance, unless the contrary intention appears -

1.1.1 "develop" includes the construction, erection, placement or installation, demolition, conversion, alteration, variation or any other change in any manner whatsoever of any building, structure, improvement, fence, wall or other external fixture or fitting (including, but without limiting the generality thereof, any rainwater tank, solar water heating unit, air conditioning unit, sign, tank, clothes line, letter box, pole, television antenna, radio aerial, garden ornament, flood light, spotlight or any light illuminating any pool, tennis court, or other area) the painting or staining of the exterior of any building, structure, fence, wall or other external fixture or fitting, the excavation, grading or levelling of and the removal of rock, stone, sand and soil, any other site works and landscaping and the expression "development" has a corresponding meaning;

1.1.2 "Development Area" means the whole of the land previously comprised in Certificate of Title Register Book Volume 4170 Folio 753 and Volume 5063 Folio 614 and which is delineated as Fleurieu Golf Course and Bizana Rural Living on the plan annexed hereto and marked "B";

1.1.3 "Development Guidelines" means the guidelines annexed hereto and marked "A";

- 1.1.4 "Encumbrancer" means the person whose name and address appears in the panel marked "Encumbrancer" (which expression includes his, her, its or their respective executors administrators successors and assigns);
- 1.1.5 "Encumbrancee" means the person whose name and address appears in the panel marked Encumbrancee (which expression includes his, her, its or their respective successors and assigns);
- 1.1.6 "landscaping" includes the provision and arrangement on the land of trees, shrubs, ground covers, grassed areas, other natural elements, paving and siteworks which are appropriate to the condition and the use of the land so as to enhance or complement the character of the locality and any quality or condition of the locality that is conducive to its amenity;
- 1.1.7 "the land" means the land described in the panel entitled "Certificate(s) of Title Being Encumbered";
- 1.1.8 "the Golf Course" means the portion of the land delineated as Fleurieu Golf Course on the plan annexed hereto and marked "B";
- 1.1.9 "to undertake" means to commence or proceed with such an act or to cause suffer or permit such an act to be commenced or proceeded with;
- 1.1.10 "plans" includes the following, namely, a site layout showing proposed development uses (including proposed access drive and on-site parking provision), details of the proposed stormwater drainage system, elevations and other details of buildings, structures, fences, walls, other external fixtures and fittings and siteworks necessary to indicate the architectural theme thereof and a schedule of construction materials and colours and the foregoing shall, where appropriate, be of a standard suitable for presentation to a council for approval under the Development Act, 1993 and/or the Building Act, 1970 or any Act in substitution for those Acts;
- 1.1.11 where the Encumbrancer comprises two or more persons, the covenants herein contained on the part of the Encumbrancer shall bind such persons jointly and each of such persons severally;
- 1.1.12 words importing the singular number or plural number shall include the plural number and the singular number respectively;
- 1.1.13 words importing the masculine gender only shall include the feminine and neuter genders and vice versa;
- 1.1.14 "person" shall include a body corporate;

1.1.15 a reference herein to any statute shall include all statutes amending consolidating or replacing such statute and to all regulations and by-laws thereunder;

1.1.16 a reference to a person herein shall, where such person is a natural person, include such person's executors administrators and assigns and, where such person is a body corporate, include the successors and permitted assigns of such person.

NO DEVELOPMENT WITHOUT CONSENT

1.2 During the continuance of this encumbrance the Encumbrancer shall not undertake any development on the land -

1.2.1 unless the development conforms so far as is possible with the Development Guidelines; and

1.2.2 the written approval of the Encumbrancee is first had and obtained which approval shall not be unreasonably refused however refusal by the Encumbrancee shall not be unreasonable if an architect being a member of the Royal Australian Institute of Architects or a corporate member of the Royal Australian Planning Institute Inc. or a member of the Australian Institute of Landscape Architects Inc. (as appropriate) retained by the Encumbrancee has certified that the development, or any part does not conform with the provisions of this encumbrance or is undesirable by reason of the effect that the proposed development would have upon the appearance, health or amenity of the neighbourhood or any part thereof.

1.3 The Encumbrancer shall not seek or otherwise apply for the written approval of the Encumbrancee to undertake any development unless the Encumbrancer shall have provided to the Encumbrancee:

1.3.1 a written application setting out the scope of the proposed development;

1.3.2 plans (in duplicate) of the proposed development.

1.4 Upon receipt of the written application and the duplicate plans the Encumbrancee shall with all reasonable expedition consider or cause to be considered the plans and may either:

1.4.1 give written approval of the proposed development; or

1.4.2 give conditional approval of the proposed development and specify the conditions with which the Encumbrancer must comply; or

1.4.3 refuse the proposed development.

If the Encumbrancee grants approval or conditional approval the approval shall specify a period being not less than one (1) year during which time the approval shall be effective.

- 1 5 Notwithstanding anything to the contrary herein contained, the Encumbrancee shall not be required to approve any application by the Encumbrancer unless and until:

1.5.1 the Encumbrancer has obtained all and every approval, consent, permission or other authority required by any law (including the Planning Act, 1982) by-law, rule, authority, code, regulation or other similar or dissimilar enactment for the time being in force and relating to the proposed development;

1.5.2 the Encumbrancer has provided to the Encumbrancee evidence of all necessary consents.

NO SUBDIVISION WITHOUT CONSENT

- 2 During the continuance of this encumbrance, the Encumbrancer shall not divide, subdivide or re-subdivide the land without the prior written approval of the Encumbrancee first had and obtained.

ENCUMBRANCER'S COVENANTS

- 3 The Encumbrancer hereby covenants and agrees that:

- 3 1 The land and the improvements for the time being situate thereof shall not be used for any purpose other than private residential purposes and purposes incidental thereto.
- 3.2 Any dwelling constructed on the land shall not exceed six metres in height from the mean ground level of the house footprint.
- 3.3 The Encumbrancer shall not place or cause to be placed on the land any structure commonly known as a "transportable house" or "transportable home" or any like structure.
- 3.4 The Encumbrancer shall not suffer or permit any caravan, tent or other shelter to be used as a place of residence on the land and the sole place of residence on the land shall be the dwelling which is constructed thereon.
- 3.5 Until completion of the construction of a dwelling on the land, the Encumbrancer shall regularly cut down all weeds growing on and otherwise keep and maintain the land free from rubbish and in good neat clean and tidy order and condition and from and after completion of the construction of such dwelling, the Encumbrancer shall maintain and keep in good neat clean and tidy order and condition (including regular watering of all trees shrubs lawns and other vegetation and regular mowing of lawns) the land.

- 3.6 The Encumbrancer shall not kill, destroy or remove any vegetation of a height of two (2) metres or more without the prior written consent of the Encumbrancee first had and obtained which consent shall not be unreasonably withheld PROVIDED THAT such approval shall not be required if such killing, destruction, removal or severance is required to comply with any obligation imposed under any statute.
- 3.7 The Encumbrancer shall not seek any financial contribution from the Encumbrancee for the erection, replacement, repair or maintenance work of or in relation to any fence on the land.
- 3.8 The Encumbrancer shall not at any time plant cultivate or grow or cause permit or allow to be planted cultivated or grown on the land grass known as kikuya and in the event that it becomes known by the Encumbrancer that such grass is growing on the land the Encumbrancer shall forthwith take all reasonable steps to remove same.
- 3.9 3.9.1 The Encumbrancer shall not discharge or permit to be discharged any solid, liquid or gaseous material which is likely to mix with and degrade the stormwater discharged from the land or any other allotment within the Development Area.
- 3.9.2 Material that enters the stormwater shall be taken to have degraded the stormwater if the use or enjoyment of the water by a person who is entitled to use it or enjoy it is detrimentally effected by the presence of the material or the presence of the material in the water is likely to have a detrimental effect upon any animal, plant or other organism.
- 3.9.3 Material that enters the stormwater shall be taken to have degraded the water if the quality of the water is detrimentally effected as the material disperses through it or over it notwithstanding that as a result of the dispersion the detrimental effect may be reduced to a negligible level.

AND IT IS INTENDED AND AGREED BY ENCUMBRANCER AND ENCUMBRANCEE that the burden of these covenants set forth in these clauses 1 to 3 (both inclusive) shall run with and bind the land and every part thereof and to the intent that the benefit thereof shall be annexed to and devolve with each and every part of the land comprised in the Development Area.

TRANSFER SUBJECT TO ENCUMBRANCE

4. The Encumbrancer shall not sell or agree to sell or transfer the estate or interest of the Encumbrancer in the land or any portion thereof without obtaining from the purchaser or transferee of the land or portion thereof 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 the first document immediately after the registration of the Memorandum of Transfer in respect of the land or portion thereof the subject of the sale or transfer a Memorandum of Encumbrance in favour of the Encumbrancee or its nominee

containing the same or substantially similar covenants and other stipulations as are herein contained with the substitution of:

- 4.1 the name address and description of the purchaser or transferee of the land or such portion thereof subject to the sale or transfer as Encumbrancer;
- 4.2 a description of the land or such portion thereof subject to the sale or transfer in a form required for registration;
- 4.3 such further or other consequential amendments as may be required for registration;

and the Encumbrancer shall ensure that such Memorandum of Encumbrance is lodged for registration and is registered as soon as practicable.

RELEASE OF ENCUMBRANCER

- 5. Upon the Encumbrancer both ceasing to be registered as the proprietor of the whole of the land and causing clause 4 hereof to be complied with in respect of the land, or, upon the Encumbrancer ceasing to be registered as the proprietor of any portion of the land and causing clause 4 hereof to be complied with in respect of that portion, the Encumbrancer shall be released and discharged from the obligation to observe and perform the provisions contained in clauses 1 to 3 (both inclusive) hereof insofar as the provisions of such clauses relate to or affect the whole of the land or any portion thereof (as the case may be) PROVIDED HOWEVER that the Encumbrancer shall remain liable to use its best endeavours from time to time at the request and cost in all things of the Encumbrancee to secure compliance with the provisions contained in clauses 1 to 4 (both inclusive) hereof by all the Encumbrancer's assigns and successors in title hereafter acquiring an estate or interest in the whole of the land or any portion thereof.

ENCUMBRANCEE MAY MODIFY COVENANTS

- 6. The Encumbrancer acknowledges for itself and its assigns and successors in title that the covenants contained herein are entered into and undertaken for the purpose of the common building scheme of development for the whole of the land comprised in the Development Area PROVIDED THAT notwithstanding anything to the contrary contained herein or elsewhere the Encumbrancee shall have the right in its absolute and unfettered discretion at any time and from time to time to modify waive or release any covenants conditions restrictions or stipulations wheresoever contained relating to any land forming part of the Development Area whether imposed or entered into before or at the same time as or after the date hereof and whether they are the same as the covenants conditions restrictions and stipulations herein set out or not and the Encumbrancee shall incur no liability whatsoever to the Encumbrancer or its assigns or successors in title and the Encumbrancer and its assigns and successors in title shall have no action cause suit claim or demand whatsoever against the Encumbrancee in respect of or arising out of or in any way connected with the exercise by the Encumbrancee of its said right to modify waive or release any of the said covenants conditions restrictions or stipulations.

REAL PROPERTY ACT

- 7 Subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to an Encumbrancee by the Real Property Act 1886.

POWER OF SALE

- 8 In the event that at any time or from time to time the Encumbrancee is required constrained or otherwise determines to exercise and does exercise the power of sale prescribed unto the Encumbrancee by virtue of the provisions of the Real Property Act, 1886 and whether or not in the exercise of such power of sale the provisions covenants conditions and stipulations of this encumbrance shall or might be extinguished abrogated restricted or otherwise affected then and in any such case the Encumbrancee shall have the full power liberty and discretion to require any purchaser of the land or any portion thereof, at the cost and expense in all things of the purchaser, to execute and lodge for registration under the provisions of the Real Property Act 1886 (as amended) as the first document immediately after the registration of the Memorandum of Transfer in respect of the land the subject of the sale a Memorandum of Encumbrance in favour of the Encumbrancee or its nominee containing the same or substantially similar covenants and other stipulations as are herein contained with the substitution of:

- 8.1 the name address and description of the purchaser of the land or such portion thereof subject to the sale as Encumbrancer.
- 8.2 a description of the land subject to the sale in a form required for registration.
- 8.3 such further or other consequential amendments as may be required for registration.

and it is hereby acknowledged covenanted and agreed that to the extent that the provisions of this clause shall in any way detract from or otherwise prejudice the ability of the Encumbrancee to procure a purchaser for the land or portion thereof so conveyed in the exercise of the power of sale as aforesaid the Encumbrancee shall not by reason of such detraction or prejudice be or be deemed to be in breach of its obligation to mitigate its losses and damages by obtaining a purchaser at the best price reasonably obtainable in the most expeditious manner and the Encumbrancer for itself and its assigns and successors in title waives and abandons all its rights in that regard.

DEVELOPMENT GUIDELINES TO PREVAIL

- 9 To the extent to which any of the provisions contained in the said Development Guidelines shall be or be determined to be inconsistent with any of the provisions in this encumbrance contained, then and in such case the provisions contained in the said Development Guidelines shall, to the extent of such inconsistency and only to such extent, prevail.

GENERAL

NOTICES

Method of giving notices

- 10 10.1 A notice required or permitted to be given by one party to another under this encumbrance must be in writing and is treated as being duly given if it is:
- 10.1.1 left at that other party's address;
 - 10.1.2 sent by pre-paid mail to that other party's address;
 - 10.1.3 transmitted by telex to that other party's address; or
 - 10.1.4 transmitted by facsimile to that other party's address.

Time of receipt

- 10 2 A notice given to a party in accordance with Clause 10.1 is treated as having been duly given and received:
- 10.2.1 when delivered (if left at that party's address);
 - 10.2.2 on the third business day after posting (if sent by pre-paid mail);
 - 10.2.3 on the business day of transmission (if given by telex and that party's answerback being received) following the transmission; and
 - 10.2.4 on the business day of transmission (if given by facsimile and sent to the facsimile receiver number of that party and no intimation having been received that the notice had not been received, whether that intimation comes from that party or from the operation of facsimile machinery or otherwise).

Waiver

- 10 3 The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon that party by this encumbrance does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this encumbrance.

Severance

- 10.4 If any provision of this encumbrance is invalid and not enforceable in accordance with its terms, other provisions which are self-sustaining and capable of separate enforcement with regard to the invalid provision, are and continue to be valid and enforceable in accordance with their terms.

Costs of Encumbrance

- 10 5 The costs of and incidental to the preparation execution stamping and registration of this encumbrance shall be borne by the Encumbrancer.

Encumbrancee's Costs of Enforcement

- 10 6 All costs charges expenses and payments which may be incurred or made by the Encumbrancee in the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred on the Encumbrancee hereunder or by law or which the Encumbrancee may in any other way incur owing to the breach of any covenants herein contained or implied shall be paid by the Encumbrancer and shall be secured by these presents and to the extent to which the same shall be or include the costs and disbursements of the Encumbrancee's solicitors such costs and disbursements shall be calculated in accordance with the scale of costs as laid down by the Supreme Court of South Australia on the basis of solicitor and own client or any scale for the time being in substitution therefor.
- 11 The Encumbrancer will pay to the Encumbrancee the said sum of ten (10) cents (if demanded) or the said sum of five (5) cents (if demanded) on the 30th day of June next and every 30th day of June thereafter.
- 12 Nothing herein contained for or in respect of the payment of the said yearly rent charge shall in any way effect or prejudice the rights of the Encumbrancee to an injunction to prevent or restrain any breach of any of the covenants herein contained or for damages for such breach.
13. Notwithstanding anything herein contained if throughout the year immediately preceding the due date for payment of such yearly rent charge the Encumbrancer shall not have committed suffered allowed or permitted any breach of or shall have otherwise duly performed and observed all of the covenants contained in Clauses 1 to 3 hereof (both inclusive) then in lieu of the sum of ten (10) cents which would otherwise be payable (if demanded) there shall be payable (if demanded) the sum of five (5) cents to the intent that the Encumbrancee shall hold the said yearly rent charge in fee simple.

DEVELOPMENT GUIDELINES

1 Design

- 1.1 Design of dwellings should be of a casually elegant resort style architecture having regard to the proximity of the land to a country club.
- 1.2 The intelligent use of glass, bearing in mind the direction of the sun and available views, as well as verandahs and balconies is encouraged and where appropriate all windows shall be of strengthened glass.
- 1.3 Houses on all allotments in the Development Area with a common border with the golf course are to be "two frontage design": that is the side of the house which faces the Golf Course must have the appearance of the front of a house.
- 1.4 The dwelling on the land shall be the only structure visible from any part of the Golf Course.

2 Materials

- 2.1 There shall not be constructed erected placed or installed on the land:-
 - 2.1.1 any building, structure, fence, wall or other improvement incorporating unpainted galvanised iron, cement blocks or fibro of any kind;
 - 2.1.2 any building, structure or other improvement which is constructed, erected or installed in whole or in part otherwise than of or with new materials.
- 2.2 The use of brick, masonry and fibre cement claddings utilising composites construction techniques, in combination together or with glass and timber, is encouraged for dwellings. The external surfaces of all buildings, structures, fences and walls must be of a colour or colours compatible with a park-like environment. Bright colours will not be permitted.
- 2.3 All development shall be designed so that the privacy and enjoyment of land within the locality of the land is not unduly interfered with.

3 Dimensions

There shall not be constructed, erected or installed on any allotment in the Development Area which shares a common border with the Golf Course any building, structure or other improvement within 8 metres of the Golf Course boundary (swimming pools, tennis courts and other recreational facilities excepted).

4. Outbuildings on the land (including garages, sheds and attached carports and verandahs)

The design, appearance and external colours shall be architecturally compatible with the dwelling on the land.

5 Vehicle Parking

A minimum number of carparking spaces per dwelling as reasonably determined by the Encumbrancee shall be provided.

6. Clothes Lines, Letter Boxes and Garden Ornaments

6.1 The same shall not detract from the character, harmony pleasantness or enjoyment of the locality and environment.

6.2 No permanent clothes lines, rotary or otherwise shall be visible from the public view.

6.3 Fold away or pull out type clothes lines may be installed at the side of allotments in the Development Area which share a common border with the Golf Course so as not to be visible, and at the rear of all other allotments in the Development Area.

7. Television and Radio Antennae and Aerials

All antennae and aerials shall be attached to the roof of the dwelling and shall not be higher than is reasonably necessary. No free-standing antennae or aerials shall be constructed.

8 Solar Water Heating Units

The same shall be architecturally integrated with other improvements on the allotment so as to not detract from such other improvements or from the character, harmony, pleasantness or enjoyment of the locality and environment.

9. Airconditioning Units

9.1 The same shall be located below the eaves line of the dwelling on the allotment and be screened from public view.

9.2 Evaporative air-conditioners shall be architecturally integrated with the roof line of the dwelling on the land and shall be of such colour as is necessary so as not to detract from the other improvements situate on the land or from the character, harmony, pleasantness or enjoyment of the locality and environment.

10. Rain Water Tanks

The same shall be of colorbond or similar construction or otherwise painted to integrate with the other improvements on the allotment.

11. Signage

No signage shall be permitted on the land or dwelling without the written approval of the Encumbrancee first had and obtained.

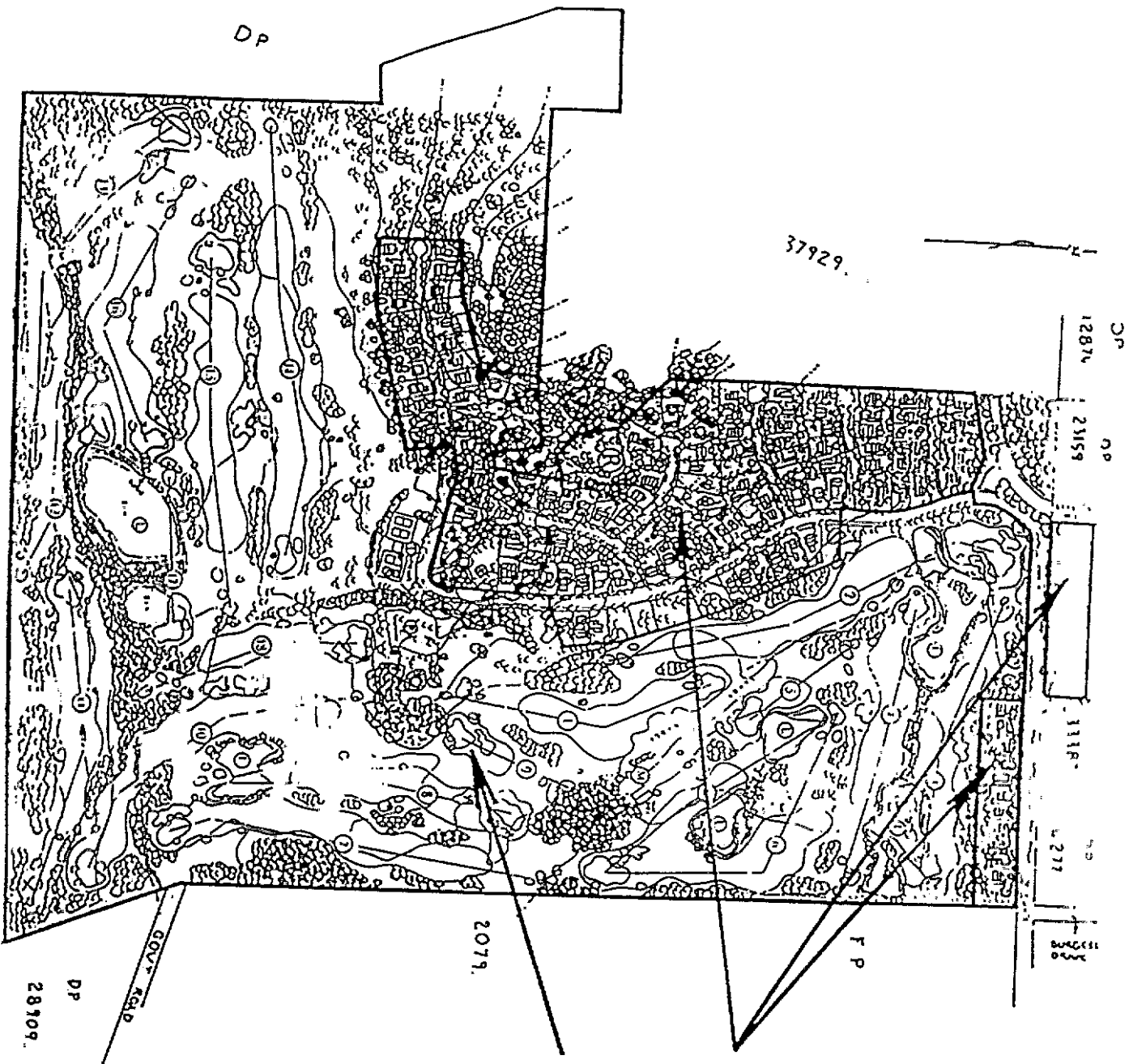
12 Fencing

- 12.1 The erection of a fence between a dwelling and the street or streets abutting the land upon which the dwelling is situated shall not be permitted.
- 12.2 Side boundary fences of all allotments in the Development Area save and except for those with a common boundary with the Golf Course shall not:-
- 12.2.1 exceed 1.8 metres in height;
 - 12.2.2 be erected closer at any part to the street abutting the allotment than that part of the dwelling which is closest to the structure.
- 12.3 Fences shall be constructed of one of the following:-
- 12.3.1 natural colour brush with brush roll capping;
 - 12.3.2 stone;
 - 12.3.3 masonry;
 - 12.3.4 timber post and rail in a lattice type design, capped on top and painted in such colour as the Encumbrancee or its nominee shall direct;
 - 12.3.5 colorbond sheeting post and rail construction with galvanised steel posts and rails and double-sided colorbond sheets.
- 12.4 Where an allotment in the Development Area has a common boundary with the Golf Course the erection of a fence shall be undertaken by the Encumbrancee at the cost of the Encumbrancee. Such fence shall:
- 12.4.1 not exceed 1.8 metres in height;
 - 12.4.2 be of ARC weldmesh domestic fencing construction (or similar proprietary product that is available at the time of construction) with galvanised steel posts;
 - 12.4.3 include if requested by the Encumbrancer whether before or after the construction of the fence a gate but any cost or increased cost caused as a result of the inclusion or construction of the gate will be borne by the Encumbrancer. Any such gate must be made of the same materials as the fence (or other similar proprietary product that is available at the time).

13 Stormwater

13.1 Where an allotment has a determined connection point constructed to collect stormwater discharged from that allotment the Encumbrancer shall ensure at the cost of the Encumbrancer that all stormwater from the allotment is discharged into the stormwater system constructed by the Encumbrancee.

13.2 If an allotment does not have a connection point constructed to collect water discharged from that allotment the Encumbrancer shall at the cost of the Encumbrancer ensure that all stormwater is discharged to the water table of the road abutting the land unless otherwise directed by the Encumbrancee or by the Local Council.



DEVELOPMENT AREA

Bizond Rural Living

Fleurieu Golf Course

NOTE:

- Boundaries shown hereon are
 - 1) not a legal definition thereof.
 - 2) approximate only and not necessary to scale.
 - 3) meant as a guide only, and
 - 4) are for reference to the described areas within the covenants, terms and conditions of the document to which this plan is attached.
- Areas delineated do not include public Road, reserves, etc.

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 5212 Folio 775

Parent Title(s) CT 5170/753

Creating Dealing(s) RTD 7736378

Title Issued 06/09/1994

Edition 4

Edition Issued

10/04/2002

Estate Type

FEE SIMPLE

Registered Proprietor

JOHN TREVOR HAGUE
HEATHER JEAN HAGUE
OF 15 CHENOWETH AVENUE WEST CROYDON SA 5008
AS JOINT TENANTS

Description of Land

ALLOTMENT 10 DEPOSITED PLAN 40209
IN THE AREA NAMED MOUNT COMPASS
HUNDRED OF NANGKITA

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

Schedule of Dealings

Dealing Number	Description
9091120	ENCUMBRANCE TO A.G. BENNETTS NOMINEES PTY. LTD. (SINGLE COPY ONLY)
9311240	MORTGAGE TO BENDIGO & ADELAIDE BANK LTD.

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan NIL

Registrar-General's Notes

AMENDMENT TO DIAGRAM VIDE 85/96

Administrative Interests NIL

