

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 6167 Folio 296

Parent Title(s) CT 6039/616

Creating Dealing(s) ACT 12402508

Title Issued 18/12/2015 Edition 4 Edition Issued 02/10/2019

### Estate Type

FEE SIMPLE

### Registered Proprietor

SCOTT OWEN JANSEN  
OF 13 ST VINCENT CLOSE ABERFOYLE PARK SA 5159

### Description of Land

LOT 9 PRIMARY COMMUNITY PLAN 40093  
IN THE AREA NAMED SHEIDOW PARK  
HUNDRED OF NOARLUNGA

### Easements

NIL

### Schedule of Dealings

Dealing Number	Description
13174059	MORTGAGE TO NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

### Notations

Dealings Affecting Title NIL

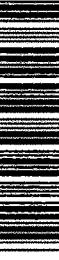
Priority Notices NIL

### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
24/09/2015	12402509	BY-LAWS	FILED
24/09/2015	12402510	SCHEME DESCRIPTION	FILED
26/11/2015	12434523	DEVELOPMENT CONTRACT	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

PURPOSE:	PRIMARY COMMUNITY			AREA NAME:	SHEIDOW PARK			RE-APPROVED:				
MAP REF:	6627110/K			COUNCIL:	THE CORPORATION OF THE CITY OF MARION			MATTHEW LETHBRIDGE 09/09/2015				
LAST PLAN:	F59882			DEVELOPMENT NO:	100/C238/14/0014/2012			DEPOSITED:	DEAN WATSON 30/11/2015			
AGENT DETAILS:				SURVEYORS CERTIFICATION:			I Michael Grant Lock , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 9th day of September 2015 Michael Grant Lock Licensed Surveyor PH: (08) 8277 9562					
AGENT CODE:	LOCK			NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER			
REFERENCE:	10079 CP			3	D	76362	NOARLUNGA					
SUBJECT TITLE DETAILS:												
PREFIX	VOLUME	FOLIO	OTHER	PARCEL ALLOTMENT(S)								
CT	6039	616										
OTHER TITLES AFFECTED:												
EASEMENT DETAILS:	STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)					
	EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	C		CREATION T6412310					
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 1/2/15												



## LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

**CP 40093**

THIS IS SHEET 1 OF 1 SHEETS

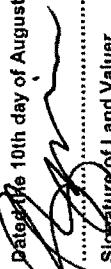
APPROVED	FILED
	30 NOV 2015
PRO REGISTRAR-GENERAL	

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUB-DIVIDED
1	1040	
2	1060	
3	1060	
4	1135	
5	1100	
6	1060	
7	1205	
8	1135	
9	1205	
AGGREGATE	10000	

### CERTIFICATE OF LAND VALUER

I Bartholomew T Quinn being a land valuer within the meaning of the Land Valuers Act 1894 certify that this schedule is correct for the purposes of the Community Titles Act 1986.

Dated the 10th day of August 2015

  
Signature of Land Valuer

# Property Interest Report

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

<b>Title Reference</b>	CT 6167/296	<b>Reference No.</b> 2621208
<b>Registered Proprietors</b>	S O*JANSEN	<b>Prepared</b> 05/11/2024 11:48
<b>Address of Property</b>	Unit 1, 25 BERRIMA ROAD, SHEIDOW PARK, SA 5158	
<b>Local Govt. Authority</b>	THE CORPORATION OF THE CITY OF MARION	
<b>Local Govt. Address</b>	PO BOX 21 OAKLANDS PARK SA 5046	

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

## Table of Particulars

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

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

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

### 1. General

1.1	Mortgage of land	Refer to the Certificate of Title
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title
Note-- "Easement" includes rights of way and party wall rights		
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	Refer to the Certificate of Title also Contact the vendor for these details
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title

### 2. 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
3.1	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
4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title
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  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)	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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*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

## 7. Emergency Services Funding Act 1998

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

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

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

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

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

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also  Contact the Local Government Authority for other details that might apply
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## **18. *Landscape South Australia Act 2019***

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

Act	
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act
18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act
18.20	section 215 - Orders made by ERD Court
18.21	section 219 - Management agreements
18.22	section 235 - Additional orders on conviction
<b>19. <i>Land Tax Act 1936</i></b>	
19.1	Notice, order or demand for payment of land tax
	<b>A Land Tax Certificate will be forwarded.</b> If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.
	Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>
<b>20. <i>Local Government Act 1934 (repealed)</i></b>	
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act
<b>21. <i>Local Government Act 1999</i></b>	
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act
<b>22. <i>Local Nuisance and Litter Control Act 2016</i></b>	
22.1	section 30 - Nuisance or litter abatement notice
<b>23. <i>Metropolitan Adelaide Road Widening Plan Act 1972</i></b>	
23.1	section 6 - Restriction on building work
	Transport Assessment Section within DIT has no record of any restriction affecting this title
<b>24. <i>Mining Act 1971</i></b>	
24.1	Mineral tenement (other than an exploration licence)
24.2	section 9AA - Notice, agreement or order to waive exemption from authorised operations
24.3	section 56T(1) - Consent to a change in authorised operations
24.4	section 58(a) - Agreement authorising tenement holder to enter land
24.5	section 58A - Notice of intention to commence authorised operations or apply for lease or licence
24.6	section 61 - Agreement or order to pay compensation for authorised operations
24.7	section 75(1) - Consent relating to extractive minerals
24.8	section 82(1) - Deemed consent or agreement

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

## **25. *Native Vegetation Act 1991***

25.1 Part 4 Division 1 - Heritage agreement  
DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider  
DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

25.3 section 25D - Management agreement  
DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation  
DEW Native Vegetation has no record of any refusal or condition affecting this title

## **26. *Natural Resources Management Act 2004 (repealed)***

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board  
The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty  
The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object  
The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit  
The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant  
The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants  
The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve  
The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant  
The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act  
The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act  
The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act  
The regional landscape board has no record of any authorisation affecting this title

## **27. *Outback Communities (Administration and Management) Act 2009***

27.1 section 21 - Notice of levy or contribution payable  
Outback Communities Authority has no record affecting this title

**28. *Phylloxera and Grape Industry Act 1995***

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

**29. *Planning, Development and Infrastructure Act 2016***

29.1 Part 5 - Planning and Design Code  
*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.

also

Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title

also

For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority

also

Contact the Local Government Authority for other details that might apply to a place of local heritage value

also

For details of declared significant trees affecting this title, contact the Local Government Authority

also

**Code Amendment**

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

**Code Amendment**

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

**Code Amendment**

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

**Code Amendment**

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

**Code Amendment**

Morphettville/Glengowrie Horse Related Activities - Marion Council is proposing to amend the planning policy relating to land located adjacent the Morphettville

Racecourse on the southern side of Bray Street in Morphettville and the western side of Morphett Road in Glengowrie. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

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

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

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

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

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<b>An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950</b> also
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**The Office of the Technical Regulator in DEM will respond with details relevant to this item**

also

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

also

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

also

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

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

- 35.1 section 18 - Condition (that remains in force) of a permit
- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any condition affecting this title

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

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

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

## Additional Information

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The following additional information is provided for your information only.

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

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

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

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

Administration Centre 245 Sturt Road, Sturt SA 5047  
Office Hours Monday to Friday - 8.30am to 5.00pm  
Postal Address PO Box 21, Oaklands Park 5046



## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

### STAGED DEVELOPMENT AMENDED 23/10/2015

TO:	Adrilleian Pty Ltd PO Box 544 KENT TOWN SA 5071
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DEVELOPMENT APPLICATION      NUMBER: 100/823/2014  
    DATED: 19/05/2014  
    REGISTERED ON: 09/10/2015

LOCATION OF PROPOSED DEVELOPMENT	
306L Berrima Road SHEIDOW PARK 5158 Lot: 3 DP: 76962 CT: 6039/616	

DESCRIPTION OF PROPOSED DEVELOPMENT	
Nine (9) two-storey group dwellings with common driveway, associated car parking, earthworks, retaining walls and landscaping <b>Stage 1 ONLY</b> Retaining Walls, common driveway, earthworks and landscaping.	

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

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	09/10/2014	16
Building Rules Consent	Granted (by Private Certifier)	09/10/2015 <b>STAGE ONE ONLY</b>	1
DEVELOPMENT APPROVAL	Granted	09/10/2015	17

The building classification under the Building Code is Class 1A & 10A

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

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**DEVELOPMENT APPLICATION NUMBER:** 100/823/2014  
**APPLICANT:** Adrilleian Pty Ltd  
**LOCATION:** 306L Berrima Road SHEIDOW PARK 5158  
**DESCRIPTION OF DEVELOPMENT:** Lot: 3 DP: 76962 CT: 6039/616  
Nine (9) two-storey group dwellings with common driveway, associated car parking, earthworks, retaining walls and landscaping  
**Stage 1 ONLY Retaining Walls, common driveway, earthworks and landscaping.**  
**DECISION:** Development Approval Granted  
**DATE OF DECISION:** 09/10/2015

#### DEVELOPMENT PLAN CONSENT

GRANTED

##### Reasons For Decision:

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

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

##### Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/823/2014 (being Job No. 1018.14, drawing numbers PD01 to PD15 (inclusive), prepared by House and Land SA, received by Council on 2 October 2014) except when varied by the following conditions of consent.
- (2) The common driveway and associated infrastructure shall be substantially constructed and completed to the reasonable satisfaction of Council, prior to the occupation of the dwellings.
- (3) Modification works to the Berrima Road traffic island to allow unimpeded sweep paths into the site shall be undertaken prior to the occupancy of the dwellings and at the expense of the developer.

- (4) Aprons shall be provided at the entry and exit of the access crossover to accommodate turning movements into and out of the site.
- (5) An amended fully engineered site works and drainage plan shall be provided to Council for consideration and approval prior to Development Approval being issued. This plan must detail top of kerb level, existing ground levels throughout the site and on adjacent land, proposed bench levels and finished floor levels, the extent of cut/fill required, the location and height of proposed retaining walls, driveway gradients, and the location of all existing street infrastructure and street trees.
- (6) All stormwater from buildings and paved areas shall be disposed of in accordance with the approved plans and details prior to the occupation of the premises to the reasonable satisfaction of the Council.
- (7) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.
- (8) Stormwater must be disposed of in such a manner that does not flow or discharge onto land of adjoining owners, lie against any building or create insanitary conditions.
- (9) All car parking areas, driveways and vehicle manoeuvring areas must be constructed, sealed and drained in accordance with recognised engineering practices prior to the occupation of the premises or the use of the development herein approved.
- (10) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (11) An amended landscaping plan shall be submitted to Council for consideration and approval prior to Development Approval being issued, detailing a mix of native medium and low-level plantings throughout the site.
- (12) All areas nominated as landscaping or garden areas on the approved plans shall be planted and maintained with a suitable mix and density of native trees, shrubs and groundcovers prior to the occupation of the premises to the reasonable satisfaction of the Council.
- (13) All existing vegetation nominated to be retained and all new vegetation to be planted shall be nurtured and maintained in good health and condition at all times with any diseased or dying plants being replaced, to the reasonable satisfaction of the Council.

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- (14) The portion of the upper floor windows to the eastern and western elevations of Residences 2-8, the eastern elevation of Residence 1 and the western elevation of Residence 9 less than 1.7m above the internal floor level shall be treated prior to occupation of the building and maintained in a manner that permanently restricts views of adjoining property's yards and/or indoor areas being obtained by a person within the room to the reasonable satisfaction of the Council. (Note, suggested treatments include, but are not restricted to, permanently fixed translucent glazing in any part of the window below 1.7m above the internal floor level or a window sill height of 1.7m above the internal floor level).
- (15) All devices/treatments proposed as part of the Development Application to protect the privacy of adjoining properties shall be installed and in use prior to occupation of the premises and maintained for the life of the building.
- (16) All hard waste must be stored on-site in such a manner so as to prevent any materials entering the stormwater system either by wind or water action.

#### BUILDING RULES CONSENT

GRANTED

#### Conditions of Consent:

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

#### NOTES:

##### General:

- (1) Noise from devices and/or activities on the subject site should not impair or impinge on the amenity of neighbours at any time. The Environment Protection Authority has restrictions relating to the control of noise in the urban environment. Further information is available by phoning the Environment Protection Authority on 8204 2000.
- (2) Dust emissions from the site during construction shall be controlled by a dust suppressant or by watering regularly to the reasonable satisfaction of the Council.

- (3) All runoff and stormwater from the subject site during the construction phase must be either contained on site or directed through a temporary sediment trap or silt fence, prior to discharge to the stormwater system, to the reasonable satisfaction of the Council. (Acceptable ways of controlling silt and runoff during construction can be found in the Stormwater Pollution Prevention Code of Practice issued by the Environment Protection Authority).
- (4) Measures to prevent silt and mud from vehicle tyres and machinery being transported onto the road shall be installed and maintained at all times during the construction phase of the development, to the reasonable satisfaction of the Council. (A suggested measure is to install a gravelled construction exit with wash down facilities).
- (5) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles should be provided. In the case where no driveway invert exists, the kerb can be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if a paved Council footpath exists, this should also be removed in alignment with the removed section of kerb. The applicant should also take note of other information provided regarding use of, damage to and construction on Council owned land.
- (6) The proposed crossover/access must be constructed a minimum of 1.0 metre clear of all existing street infrastructure (including, but not limited to, stobie poles, street signs, storm water entry pits, pram ramps and Telstra pits) and a minimum of 2.0 metres clear of any existing street trees.
- (7) Any portion of Council's infrastructure damaged as a result of work undertaken on the allotment or associated with the allotment must be repaired/reinstated to Council's satisfaction at the developer's expense.

#### Mandatory Notifications

Regulation 74 of the Development Regulations 2008 requires the licensed building work contractor or the owner builder responsible for the work to notify Council prior to the commencement or completion of mandatory stages of construction (a notice specifying the mandatory notification stages is attached herein). Further to the requirement to notify, the licensed building work contractor or the owner builder must, no later than 1 business day after the completion of the roof framing, provide the completed Minister's Roof Framing Checklist to Council\*. The Minister's Roof Framing Checklist must be completed and signed by a registered building work supervisor who has received specialised training. Failure to comply with the requirements to notify and/or provide the Minister's Roof Framing Checklist could result in a fine of \$500.00 or prosecution.

\*(a copy of the Minister's Roof Framing Checklist can be found on the City of Marion website [www.marion.sa.gov.au](http://www.marion.sa.gov.au)).

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Appeal Rights:

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

Approval Timeframes:

(1) The proposed development must:

- be substantially commenced within twelve (12) months from the date full Development Approval is granted; and
- be completed within three (3) years of full Development Approval being granted, noting that the operative date of any consent or approval is subject to any appeal (where applicable) being finally determined.

Signed:	 Joanne Reid Delegate
Date:	23/10/2015



1 Wessen Street  
Newton SA 5074

Tel / Fax  
(08) 8337 4235

Mobile  
0416 733 293

Email  
[bcasa@chariot.com.au](mailto:bcasa@chariot.com.au)

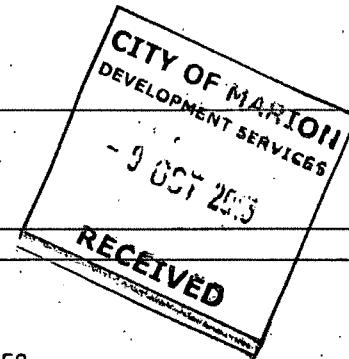
**Development Act 1993**  
**DECISION NOTIFICATION FORM**  
SCHEDULE 11

Development Application Number: 100/823/2014  
Building Rules Consent Lodgement Date: 07/10/2015

PC Ref No: PC/443/2015  
Council Registered on: 19/05/2014

**BUILDING RULES CONSENT**

<b>To Applicant:</b>	Adrilleian Pty Ltd PO Box 544 KENT TOWN SA 5071
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<b>Location of Proposed Development:</b> Street No: N/A      LOT: 3      DP: 76962      CT: 6039/616
Street: Berrima Road      Suburb: SHIEDOW PARK SA 5158

**Nature of Proposed Development:**

Nine (9) two-storey group dwellings with common driveway, associated carparking, earthworks, retaining walls and landscaping - STAGE 1 – RETAINING WALLS

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

Nature of Decision	Decision	No. of Conditions	Date of Decision
Development Plan Consent	Granted	16	09/10/2014
Building Rules Consent	Granted	1	09/10/2015
Development Approval	By Council	*NOTE*	Still required

Details of the building classification and the approved number of occupants (if applicable) under the Building Code are attached.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

**\*Note\*No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.**

Signed:

Ilias Sotiropoulos  
Private Certifier  
Dated: 09 October, 2015

(Y) Private Certifier

(Z) Sheets Attached

**Development Act 1993**  
**Section 42**  
**BUILDING RULES CONSENT NOTIFICATION**

**Building Certification Approvals (SA) Pty Ltd**



1 Wessen Street  
Newton SA 5074

Tel / Fax  
(08) 8337 4235

Mobile  
0416 733 293

Email  
[bcasa@chariot.com.au](mailto:bcasa@chariot.com.au)

To Council:	City of Marion
Development Number:	100/823/2014
PC Ref:	PC/443/2015
Project Work:	Nine (9) two-storey group dwellings with common driveway, associated carparking, earthworks, retaining walls and landscaping - <b>STAGE 1 – RETAINING WALLS</b>
Applicant:	Adrilleian Pty Ltd, PO Box 544 KENT TOWN SA 5071
Classification:	10b (under the Building Code of Australia)
Site Address:	L 3, 306L (CT: 6039/616) Berrima Road, SHIEDOW PARK SA 5158

**Building Rules Consent is granted under Section 33(1)(b) of the Development Act, 1993 subject to the following conditions and notes:**

**BUILDING RULES CONSENT CONDITIONS:**

1. The owner of the land on which domestic building work is to be performed must ensure that a copy of a certificate of building indemnity insurance as required by Development Regulation Part 21 (2) and Division 3, Part 5 of the Building Work Contractors Act 1995 in relation to that work is lodged with the Building Certification Approvals (SA) Pty Ltd prior to the commencement of work. This applies where the contract is valued at \$12,000 or more, and you engage a licensed Building Work Contractor.

Owner builders entering into individual contracts valued at \$12,000 or more, including a registered building work supervisor engaged to supervise the work are required to lodge a copy of each certificate of insurance to Council prior to commencing building work.

*Reason: To satisfy Development Regulations 2008 – Regulation 21.*

**BUILDING RULES CONSENT NOTES:**

- Pursuant to the provisions of Section 59 of the Development Act 1993, a licensed building work contractor who is proposing to undertake the work or who is in charge of carrying out the work, or if there is no such licensed building work contractor, the building owner must give the Council:
  - (a) one business day's notice of commencement of building work on the site;
  - (b) any other stage of notification required by Council – Please refer to Council Decision Notification Form for further advice; and
  - (c) one business day's notice of completion of the building work.

***The applicant is advised to ensure that those notifications are given.***

**BUILDING RULES CONSENT NOTES:**

PC/443/15

- The footings have been assessed for compliance with the minimum allowable requirements in accordance with AS 2870.1 & 2. Owners are advised to refer and comply with the Footing Construction Report 'Performance Requirements and Foundation Maintenance' of Appendix B of AS 2870 and is advised to seek advice from the design engineer. The certifier has relied on the soil engineer's assessment of the founding material, site levels and engineer's estimate wind speed.

Particular care should be exercised to ensure that the plumbing and perimeter paving is installed in accordance with the requirements of AS 2870 and the engineers details.

- **Important:** This approval does not imply compliance, or provides consent with the Electricity Act, 1996 [in relation to minimum clearance distances of power lines adjacent to buildings], the [State] Equal Opportunity Act, 1995, The Work Health and Safety Act & Regulations 2012 including Safe Work Method Statement guidelines relating to working at Heights], Encroachment Act 1944; or with Commonwealth Disability Discrimination Act, 1992 or with any regulations under those Acts or building work on any other property without the consent of the owner. It is the responsibility of the owner, applicant and the person undertaking the building work to ensure compliance with same.
- **Important:** The person proposing to undertake the work shall ensure that no part of the proposed building work is to overhang the boundary of the site including the face of any retaining walls which are to be constructed on the boundary and not encroach on to the adjoining property. It is strongly recommended that a Licensed Surveyor be engaged to undertake a survey before work commences to establish the location of the boundary. Boundary distances from buildings are measured from the allotment boundaries and not from fences or existing walls and are to have separation distances to comply with the NCC (National Construction Code).
- Structural steel lintels, angles, wall ties, connectors and accessories used in buildings shall be provided with no less than the minimum corrosion protection in accordance with the requirements of AS 4773 Parts 1 & 2 – Masonry for small buildings.
- Structural steel members used in buildings that are not built into walls shall be protected against corrosion in accordance with the requirements of AS 4773 Parts 1 & 2 – Masonry for small buildings.
- All proprietary type products specified are to be selected and installed in accordance with the manufacturer's recommendations and relevant codes (with preference to the more conservative guidelines).
- Pursuant to Section 60 of the Development Act 1993, work that affects stability:
  1. Where a building owner proposes to carry out building work of a prescribed nature that is, in accordance with the regulations to be treated for the purposes of this section as building work that affects the stability of other land or premises ('the affected land or premises') the following provisions apply:
    - (a) the building owner must, at least 28 days before the building work is commence, cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work; and
    - (b) the building owner must (in addition to complying with any condition imposed by a relevant authority at the time of approval) take such precautions as may be prescribed to protect the affected land or premises, carry out such other building work in relation to that land or premises as that adjoining owner is authorised by the regulations to require; and
    - (c) nothing in this section relieves the building owner from liability for injury resulting from the performance of any building work.
  2. A building owner who fails to comply with a provision under subsection (1) is guilty of an offence.

A building owner may apply to the Court for a determination of what proportion (if any) of the expense incurred by the building owner in the performance of the building work requested by the owner of affected land or premises under subsection (1) should be borne by the owner of that land or premises, and the building owner may recover an amount determined by the Court from the owner of the affected land or premises as a debt.

**BUILDING RULES CONSENT NOTES:**

PC/443/15

- Your attention is drawn to the provisions of Regulation 75 of the Development Regulations 2008 which provides that in respect of building work affecting other land
  1. It must be assumed in designing, and assessing the design of a building that it is possible that an excavation which intersects (but does not extend beyond) a notional plane extending downwards from the boundary at the site at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at the boundary could be undertaken on an adjoining site.
  2. Regulation 75(2) provides that, work of the following nature is prescribed as building work which is to be treated for the purposes of that section as building work that affects the stability of other land or premises, namely:
    - (a) an excavation which intersects a notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at a boundary with an adjoining site (as depicted by the example shown as figure 1 in schedule 15); or
    - (b) an excavation which intersects any notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point at natural ground level at any boundary between two sites (not being a boundary with the site of the excavation) where the boundary is within a distance equal to twice the depth of the excavation (as depicted by the example shown as figure 2 in schedule 15); or
    - (c) any fill which is within 600 millimetres of an adjoining site, other than where the fill is not greater than 200 millimetres in depth (or height) and is for landscaping, gardening or other similar purposes.

For the purposes of section 60(1) (b) of the Act, the owner of the affected land or premises may require the building owner to shore up any excavation or to underpin, stabilise or otherwise strengthen the foundations of any building to the extent specified by a professional engineer engaged by the owner of the affected land or premises

- Retaining walls that retain a difference in ground level exceeding 1 metre in height, any masonry fence over one metre in height, any non-masonry fence (e.g. Colourbond or other sheet metal material, timber, fibre cement cladding, etc) over 2.1 metres in height, and any retaining wall with a fence on top with a total height over 2.1 metres in height (measured from lower of the two adjacent ground levels) will require Development Approval from the Council.

Building Certification Approvals (SA) Pty Ltd  
Private Certifier



Ilias Sotiropoulos  
Director (Private Certifier Registration No.:080)



# 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: 2621208

DUNCAN SANDE & ASSOCIATES  
POST OFFICE BOX 3033  
NORWOOD SA 5067

DATE OF ISSUE

05/11/2024

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
18206138	S O JANSEN			
<b>PROPERTY DESCRIPTION</b>				
1 / 25 BERRIMA RD / SHEIDOW PARK SA 5158				
ASSESSMENT NUMBER	TITLE REF. (A *+* indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1054700998	CT 6167/296	\$650,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>				
<b>FINANCIAL YEAR</b>				
2024-2025				
<b>FIXED CHARGE</b>				
<b>+ VARIABLE CHARGE</b>				
<b>- REMISSION</b>				
<b>- CONCESSION</b>				
<b>+ ARREARS / - PAYMENTS</b>				
<b>= AMOUNT PAYABLE</b>				
\$ 50.00				
\$ 244.90				
\$ 150.80				
\$ 0.00				
\$ 144.10				

**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 **03/02/2025**



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA	CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE	PAYMENT REMITTANCE ADVICE
-----------	--	---------------------------

OWNERSHIP NUMBER  
18206138

OWNERSHIP NAME  
S O JANSEN

ASSESSMENT NUMBER  
1054700998

AMOUNT PAYABLE  
\$144.10

AGENT NUMBER  
100018849

AGENT NAME  
DUNCAN SANDE & ASSOCIATES

EXPIRY DATE  
03/02/2025

+80013667130022 > +001571+ <0550870841> <0000014410> +444+

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

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

**Online at:**

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

**OR**

**By Post to:**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



# 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:

2621208

DATE OF ISSUE

05/11/2024

DUNCAN SANDE & ASSOCIATES  
POST OFFICE BOX 3033  
NORWOOD SA 5067

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

S O JANSEN

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

1 / 25 BERRIMA RD / SHEIDOW PARK SA 5158

ASSESSMENT NUMBER

TITLE REF.  
(A "+" indicates multiple titles)

1054700998

CT 6167/296

TAXABLE SITE VALUE

\$260,000.00

AREA

0.0366 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			
= <b>AMOUNT PAYABLE</b>	\$	<b>0.00</b>			

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

ON OR BEFORE

03/02/2025



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



# CERTIFICATE OF LAND TAX PAYABLE

Land Tax Act 1936

PAYMENT REMITTANCE ADVICE

**No payment is required on this Certificate**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

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

**Online at:**

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

**OR**

**By Post to:**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001

# LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



Certificate No: **106118**

Date: **06/11/2024**

Receipt No:

Reference No:

Fax No: **8361 2660**

PO Box 21, Oaklands Park  
South Australia 5046

245 Sturt Road, Sturt  
South Australia 5047

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

**Duncan Sande & Associates**  
PO Box 3033  
NORWOOD SA 5067

## CERTIFICATE

*Section 187 of the Local Government Act*

Assessment Number: **404632**

Valuer General No.: **1054700998**

Property Description: **Lot: 9 CP: 40093 CT: 6167/296**

Property Address: **1/25 Berrima Road SHEIDOW PARK 5158**

Owner: **S O Jansen**

Additional Information: **Please note:** This property has an automatic bpay setup by owners. Please call for updated balance. Please advise owner/s to cancel prior to settlement.

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

<b>Rates/Natural Resources Levy:</b>	<b>Total</b>
<b>Rates for the current year</b> (includes Regional Landscape Levy)	\$1,654.60
Overdue/Arrears	-\$2,295.00
Interest	\$0.00
Adjustments	\$0.00
Legal Fees	\$0.00
Less Payments Received	-\$835.00
Less Capping Rebate (if applicable)	\$0.00
Less Council Rebate	\$0.00
<b>Debtor:</b> Monies outstanding (which are a charge on the land) in addition to Rates due	
	<b>Total Outstanding</b> <b>-\$1,475.40</b>

**Please be advised:** The first instalment is due **2<sup>nd</sup> September 2024** with four quarterly instalments falling due on 02/09/2024, 02/12/2024, 03/03/2025 and 02/06/2025. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

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

**BPAY Details for Council Rates:**

**Biller Code:** **9613**

**Reference Number:** Assessment Number as above

# CERTIFICATE

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



**Duncan Sande & Associates**  
PO Box 3033  
NORWOOD SA 5067

Assessment No: 404632

Certificate of Title: Lot: 9 CP: 40093 CT: 6167/296

Property Address: 1/25 Berrima Road SHEIDOW PARK 5158

Owner: S O Jansen

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

<b>Development Act 1993 (repealed)</b>		
section 42—Condition (that continues to apply) of a development authorisation?	100/2014/0823	
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil	
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil	
section 55—Order to remove or perform work	Nil	
section 56—Notice to complete development	Nil	
section 57—Land management agreement	Nil	
section 69—Emergency order	Nil	
section 71—Fire safety notice	Nil	
section 84—Enforcement notice	Nil	
section 85(6), 85(10) or 106—Enforcement order	Nil	
Part 11 Division 2—Proceedings	Nil	
<b>Planning, Development and Infrastructure Act 2016</b>		
Part 5 – Planning and Design Code	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Click the link to check if a Code Amendment applies: <a href="#">Code Amendment Map Viewer (geohub.sa.gov.au)</a>
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	Is there a State heritage place on the land or is the land situated in a State heritage area?	
	Is the land designated as a local heritage place?	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		
section 141—Order to remove or perform work	Nil	
section 142—Notice to complete development	Nil	
section 155—Emergency order	Nil	
section 157—Fire safety notice	Nil	

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

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

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

**No**

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



**Note—**

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

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

*It should be noted that—*

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

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

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

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

Sign:

A handwritten signature in black ink, appearing to read "Kirra Gray".

**Date: 06/11/2024**

## Data Extract for Section 7 search purposes

Valuation ID 1054700998

**Data Extract Date:** 06/11/2024

**Parcel ID:** C40093 F9

**Certificate Title:** CT6167/296

**Property Address:** UNIT 1 25 BERRIMA RD SHEIDOW PARK SA 5158

Zones

Suburban Neighbourhood (SN)

Subzones

No

Zoning overlays

Overlays

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

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

**Affordable Housing**

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

**Hazards (Flooding - Evidence Required)**

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

**Prescribed Wells Area**

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

**Regulated and Significant Tree**

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

**Stormwater Management**

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

**Urban Tree Canopy**

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

#### **Water Resources**

The Water Resources Overlay seeks to protect the quality of surface waters in South Australia.

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

NO

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

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

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

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

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

No

Land Management Agreement (LMA)

No



Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
<b>10 54700 99 8</b>	CT6167296	6/11/2024	198	2621208

DUNCAN SANDE & ASSOC  
PO BOX 3033  
NORWOOD SA 5067  
[office@duncansande.com.au](mailto:office@duncansande.com.au)

## Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** SO JANSSEN

**Location:** U1 25 BERRIMA RD SHEIDOW PARK LT9 C40093

**Description:** 5H G **Capital Value:** \$ 650 000

**Rating:** Residential

## Periodic charges

Raised in current years to 31/12/2024

		Arrears as at: 30/6/2024	\$
Water main available:	1/7/2016	Water rates	152.85CR
Sewer main available:	1/7/2016	Sewer rates	202.16
		Water use	89.86
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	11.10
		Goods and Services Tax	0.00
		Amount paid	322.47CR
		<b>Balance outstanding</b>	15.00CR

Degree of concession: 00.00%

Recovery action taken: **FULLY PAID**

**Next quarterly charges:** Water supply: 78.60      Sewer: 101.08      Bill: 29/1/2025

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

The last Water Use Year ended on 22/04/2024.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.



Government of  
South Australia

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

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



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.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at <https://maps.sa.gov.au/drainageplans/>



Government of  
South Australia

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

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

**South Australian Water Corporation****Name:**  
S O JANSEN**Water & Sewer Account**  
Acct. No.: **10 54700 99 8****Amount:** \_\_\_\_\_**Address:**  
U1 25 BERRIMA RD SHEIDOW PARK LT9  
C40093**Payment Options****EFT****EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1054700998

**Biller code: 8888**  
**Ref: 1054700998**

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)**Paying online**Pay online at [www.sawater.com.au/paynow](http://www.sawater.com.au/paynow) for a range of options. Have your account number and credit card details to hand.**Paying by phone**

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

SA Water account number: 1054700998

**Government of  
South Australia****South Australian Water Corporation**  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box 1751 Adelaide SA 50011300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)

## Kate Wauchope

---

**From:** DEM:OTR Plumbing Conveyancing <DEMOTRPlumbingConveyancing@sa.gov.au>  
**Sent:** Tuesday, 12 November 2024 1:33 PM  
**To:** Office | Duncan Sande & Associates  
**Subject:** PIR: 1054700998 Reference: 0002621208

### OFFICIAL

Please note that any statement related to this property Unit 1, 25 BERRIMA ROAD, SHEIDOW PARK, SA 5158 was based on historical data which no longer applies to the property. The Plumbing section of The Office of the Technical Regulator has no current interests in this property.

**Note: This statement may have been recreated from the original data transferred from SA Water. The OTR inherited this data on 10/04/2013 and cannot be held responsible for errors created in records prior to this date. We do endeavour to rectify these issues as soon as they are brought to our attention.**

**Rebecca Smith** | Senior Administration Officer

**The Office of the Technical Regulator | Plumbing**  
Department for Energy and Mining  
T 1300 760 311 | E [DEMOTRPlumbingConveyancing@sa.gov.au](mailto:DEMOTRPlumbingConveyancing@sa.gov.au) | W [www.energymining.sa.gov.au](http://www.energymining.sa.gov.au)

GPO Box 320, Adelaide, South Australia 5001  
Level 4, 11 Waymouth Street, Adelaide SA 5000

**DISCLAIMER:**

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STATEMENT PURSUANT TO SECTION 139 OF THE COMMUNITY TITLES ACT 1996

This statement is issued on: **5 November 2024** for the following:

**Community Corporation No. 40093 Inc.**  
**Lot 9 - Unit 1, 25 Berrima Road, Sheidow Park SA 5158**

This statement has been issued for:  
**Name: Duncan Sande & Associates**  
**at Address: office@duncansande.com.au**

The Community Corporation certifies the following with respect to the Unit being the subject of this Statement:

**1. Administrative fund – contributions payable by regular periodic instalments or lump sum**

Total amount last determined with respect to the lot

Amount	Period
\$831.60	01 May 2024 to 28 Feb 2025

Number of instalments payable (if contributions payable by instalments)

4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
\$207.90	01 May 2024 to 31 Jul 2024	01 May 2024
\$207.90	01 Aug 2024 to 31 Oct 2024	01 Aug 2024
\$207.90	01 Nov 2024 to 31 Jan 2025	01 Nov 2024
\$207.90	01 Feb 2025 to 30 Apr 2025	01 Feb 2025

Amount prepaid \$207.90

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$207.90

**2. Sinking fund – contributions payable by regular periodic instalments or lump sum**

Total amount last determined with respect to the lot

Amount	Period
\$602.60	01 May 2024 to 28 Feb 2025

Number of instalments payable (if contributions payable by instalments)

4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
\$150.65	01 May 2024 to 31 Jul 2024	01 May 2024
\$150.65	01 Aug 2024 to 31 Oct 2024	01 Aug 2024
\$150.65	01 Nov 2024 to 31 Jan 2025	01 Nov 2024
\$150.65	01 Feb 2025 to 30 Apr 2025	01 Feb 2025

Amount prepaid \$150.65

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$150.65

**3. Special contributions**

Credit: \$2,519.07



#### **4. Particulars of Assets and Liabilities of the Corporation**

A copy of the Balance Sheet at the date of this Statement is attached.

#### **5. Particulars of any Expenditure**

(a) Incurred by the Corporation – please refer to minutes of meetings

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute – please refer to minutes of meetings

#### **6. Insurance policies**

Particulars of all insurance policies that the community corporation has taken out.

Policy No. SOAI230000029 - Strata Community Insurance

Type:	Community	Broker:	Coverforce International Towers Sydney, Level 26 Tower One, Barangaroo NSW 2000
Premium:	\$1,289.04	Paid on:	08/03/2024
Cover		Sum insured	Excess
Common Property	\$250,000.00	\$500.00	
Public Liability	\$20,000,000.00	\$0.00	
Voluntary Workers	\$200,000.00	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Govt. Audit Costs	\$25,000.00	\$0.00	

#### **7. Documents Supplied**

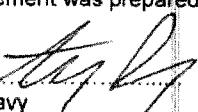
- (i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
- (ii) Statement of Accounts of the corporation last prepared by the corporation
- (iii) The current policies of insurance taken out by the corporation
- (iv) By-laws of the corporation

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act.

NOTE: An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent at the address listed below:

---

This Statement was prepared on behalf of Community Corporation No. 40093 Inc. by

Signed:   
Tracey Davy  
Strata Management SA

225 Fullarton Road  
Eastwood SA 5063

Conveyancers – please note that water usage invoices on this property are paid by owners direct.  
Please also advise of changes in ownership immediately upon settlement



**Balance Sheet**  
**As at 05/11/2024**

Community Corporation No. 40093 Inc.

25 Berrima Road, Sheidow Park SA 5158

	<b>Current period</b>
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	1,584.58
Owners Equity--Admin	3,107.65
	<hr/> 4,692.23
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	(6,397.51)
Owners Equity--Sinking	16,154.87
	<hr/> 9,757.36
<b>Net owners' funds</b>	<hr/> <b>\$14,449.59</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	4,690.41
Receivable--Levies--Admin	280.63
	<hr/> 4,971.04
<b>Sinking Fund</b>	
Cash at Bank--Sinking	9,756.03
Receivable--Levies--Sinking	203.37
	<hr/> 9,959.40
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	2,519.07
	<hr/> 2,519.07
<b>Total assets</b>	<hr/> 17,449.51
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Prepaid Levies--Admin	278.81
	<hr/> 278.81
<b>Sinking Fund</b>	
Prepaid Levies--Sinking	202.04
	<hr/> 202.04
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	2,519.07
	<hr/> 2,519.07
<b>Total liabilities</b>	<hr/> 2,999.92
<b>Net assets</b>	<hr/> <b>\$14,449.59</b>



# Notice of Levies Due in February 2025

Strata Management SA  
ABN 49 600 380 624  
225 Fullerton Road  
Salisbury SA 5001  
(08) 7081 0375

Issued 05/11/2024 on behalf of:

Mr S O Jansen  
1/25 Berrima Road,  
Sheidow Park SA 5159

Community Corporation No. 40093 Inc.  
ABN 42367861212  
25 Berrima Road  
Sheidow Park SA 5158

for Lot 9 Unit 1  
Scott Owen Jansen

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Sinking Fund	
01/02/2025	Quarterly Admin/Sinking Levy 01/02/2025 - 30/04/2025	207.90	150.65	358.55
	Total levies due in month	207.90	150.65	358.55

Total of this levy notice	358.55
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	358.55
Prepaid	2,877.62
<b>Total amount due</b>	<b>-\$2,519.07</b>

Cheques should be made payable to 'Strata Management SA - Trust'

No payment required



\*Registration is required for payments from cheque or savings accounts. Please complete registration at [www.deft.com.au](http://www.deft.com.au). You do not need to re-register for the internet service if already registered.

Mr S O Jansen

Community Corporation 40093  
Lot 9 Unit 1



\*496 303466650 29937



Biller code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: [www.bpay.com.au](http://www.bpay.com.au)

Strata Management SA

DEFT Reference Number

30346665029937

Amount Due

\$0.00

Due Date

01/02/2025

Amount Paid

\$



Pay over the Internet from your Bank account. Register at [www.deft.com.au](http://www.deft.com.au)



Credit card payments can be made over the internet. Log onto [www.deft.com.au](http://www.deft.com.au) and follow the instructions. A surcharge will be applicable if you use this option



Pay by mailing this payment slip with your cheque to:  
DEFT Payment Systems  
GPO Box 2174, Melbourne VIC 3001



Pay in-store at Australia Post by cheque or EFTPOS.



# MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO. 40093 INC.  
25 Berrima Road, Sheidow Park SA 5158

The Annual General Meeting of the Corporation took place on:

DATE: 13/02/2024  
TIME: 06:00 PM  
VENUE: Zoom

## PRESENT:

Lot #	Unit #	Attendance	Owner Name
1	9	Yes	A Del Giacco & G A & D P Borlace
2	8	Yes	Ms. N Garula
3	7	Yes	Mr. J & Mrs. D Nicdao
7	3	Yes	Mr. & Mrs. Shepherd
8	2	Yes	Ms. C D Juanta
			Shannon Lewis of Strata Management SA

**CHAIRPERSON** (acting): The meeting requested that Shannon Lewis of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

## 1 QUORUM

Resolved: The body corporate manager advised that a quorum was present and the meeting commenced at 6:07 PM.

Number of lots with contributions not paid who are not entitled to attend and vote at this meeting in line with Section 83(4) of the *Community Titles Act 1996*:

## 2 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation on 20/02/2023 be confirmed as a true record of the proceedings of that meeting.

## 3 FINANCIAL STATEMENTS

Resolved that the statement of income and expenditure for the period ended 30/11/2023 be accepted as a true and accurate statement of the Corporation's financial position.

## 4 INSURANCE

Resolved the body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained by time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:

Allianz Australia Insurance Limited

Type : Community

Broker : Coverforce

Premium : \$1,119.02 Paid on : 15/03/2023 Start : 10/03/2023 Next due : 10/03/2024

Cover	Sum Insured	Excess
Common Property	\$200,000.00	\$300.00
Public Liability	\$20,000,000.00	
Voluntary Workers	\$200,000.00	
Fidelity Guarantee	\$100,000.00	
Govt. Audit Costs	\$25,000.00	

Strata Management SA was requested to arrange quotations for the insurance prior to renewal with the quotations to be sent to the Presiding Officer for a decision.

After discussion it was resolved that the common property sum insured be increased to \$250,000.00

## 5 MAINTENANCE

Resolved that the following maintenance items be considered



**Grounds Maintenance**

It was resolved to continue with existing arrangement with Direct to Go attending quarterly.

**Car Park Extension**

It was resolved to accept the quote from SDS to complete the work for the car park extension in the gravel area for the amount of \$11,405.00 The presiding officer will contact the contractor direct to give the go ahead and invoice to be sent to body corporate manager.

**Projected maintenance**

- Fencing along the retaining wall in front of the driveway.

**6 GENERAL BUSINESS**

Nil

**OVERDUE LEVIES**

Resolved "that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum."

Resolved "that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution."

Resolved "that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation."

**7 BUDGET**

The statement of estimated receipts and payments (budget) was tabled with the meeting considering the role of a sinking fund in providing monies for the future and future maintenance plans. The budget estimates for the year as adopted are attached to the minutes.

**8 CONTRIBUTIONS**

It was resolved

- (a) That contributions to the administrative fund are estimated in accordance with Section 114 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at \$6,900.00; and
- (b) That contributions to the sinking fund are estimated in accordance with Section 116 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at \$5,000.00; and
- (c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/05/2024 and subsequent instalments being due on the first days of 1/08/2024, 1/11/2024, 1/02/2025.

**9 OFFICE BEARERS**

The meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer	Daniel Shephard (Unit 3)
Secretary	Daniel Shephard (Unit 3)
Treasurer	Daniel Shephard (Unit 3)

It was further resolved that a Management Committee comprising the above officials be appointed for the forthcoming year.

**10 APPOINTMENT OF BODY CORPORATE MANAGEMENT**

It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ahead on the basis of the fees as listed in the accepted budget.

The meeting authorizes the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and the manager is authorized to execute the agreement on behalf of the corporation.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation in line with the Community Titles Act. At the completion of the management term, the appointment continues with a 28 day notice period, unless determined otherwise at a General Meeting of the Corporation.

**11 NEXT MEETING**

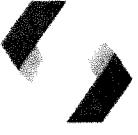
The next Annual General Meeting is to be tentatively scheduled for Feb 2025 at 6:00 PM

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 06:48 PM.









## Approved Budget to apply from 01/12/2023

Strata Management SA  
ABN 49 000 380 629  
225 Fulerton Road  
Eastwood SA 5051  
(08) 7081 0376

Community Corporation No. 40093 Inc.

25 Berrima Road, Sheidow Park SA 5158

### Administrative Fund

#### Approved budget

##### Revenue

Levies Due--Admin	6,900.00
<i>Total revenue</i>	<i>6,900.00</i>

##### Less expenses

Admin--Agent Disbursements	356.45
Admin--Auditors--Audit Services	149.00
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,525.00
Admin--Meeting Fees	396.00
Admin--Storage & Archive Fees	66.00
Insurance--Premiums	1,500.00
Maint Grounds--Lawns & Gardening	1,800.00
Utility--Electricity	800.00
<i>Total expenses</i>	<i>6,748.45</i>

##### Surplus/Deficit

Opening balance	3,107.65
<i>Closing balance</i>	<i>\$3,259.20</i>

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.69



<b>Sinking Fund</b>	
	<b>Approved budget</b>
<b>Revenue</b>	
Levies Due--Sinking	5,000.00
<i>Total revenue</i>	<hr/> 5,000.00
<b>Surplus/Deficit</b>	<hr/> 5,000.00
Opening balance	16,154.87
<b>Closing balance</b>	<hr/> \$21,154.87
 Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.50



## MINUTES OF THE EXTRAORDINARY GENERAL MEETING

### COMMUNITY CORPORATION NO. 40093 INC. 25 Berrima Road, Sheidow Park SA 5158

An Extraordinary General Meeting of the corporation was held as follows:

DATE: 20/07/2023  
TIME: 10:00 AM  
LOCATION: Postal Vote

PRESENT:	Lot	Unit	Attendance	Representative
	1	9	Yes	A Del Giacco & D & J Borlace By Proxy
	2	8	Yes	N Thomas By Proxy
	3	7	Yes	J & D Nicdao By Proxy
	4	6	Yes	M White By Proxy
	6	4	Yes	L Crabb By Proxy
	7	3	Yes	D & B Shepherd By Proxy
	8	2	Yes	C Juanta By Proxy

**CHAIRPERSON:** The meeting requested that Mark Griffiths of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

#### 1 QUORUM

The body corporate manager advised that a quorum was in attendance and the meeting commenced at 10:00 AM

Number of lots with contributions not paid who are not entitled to attend and vote at this meeting inline with Section 83(4) of the *Community Titles Act 1996*: 0

#### 2 GENERAL BUSINESS

That any other relevant business of the corporation be discussed and resolved as appropriate.  
The Owner of unit 1 lot 9 has requested the following:

It was resolved that lot 9 be granted approval to erect a fence as per details and diagram attached to the notice. All costs associated with installation, repairs, maintenance & damages will be covered by the owner of lot 9 now and in the future.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 10:30 AM



# MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO. 40093 INC.  
25 Berrima Road, Sheidow Park SA 5158

The Annual General Meeting of the Corporation took place on:

**DATE:** 20/02/2023  
**TIME:** 06:00 PM  
**VENUE:** Zoom

## PRESENT:

Lot #	Unit #	Attendance	Representative
1	9	Yes	A Del Giacco & G & D Borlace Proxy By Strata Management SA
2	8	Yes	Ms N Garula
3	7	Yes	Mr & Mrs Nicdao
6	4	Yes	Ms L Crabb Proxy By Strata Management SA
7	3	Yes	Mr Shepherd M Griffiths of Strata Management SA

**CHAIRPERSON (acting):** The meeting requested that Mark Griffiths of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

### 1 QUORUM

The body corporate manager advised that a quorum was present and the meeting commenced at 6:06PM

### 2 MINUTES

That the minutes of the last general meeting of the owners corporation on 9/02/2022 be confirmed as a true record of the proceedings of that meeting.

### 3 FINANCIAL STATEMENTS

That the statement of income and expenditure for the period ended 30/11/2022 be accepted as a true and accurate statement of the Corporation's financial position.

### 4 INSURANCE

The body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained by time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:

Policy No.CAH0002711 CHU Insurance Type : Community Broker : Coverforce Next due : 10/03/2023

Cover	Insured	Excess
Common Property	\$200,000.00	\$300.00
Public Liability	\$20,000,000.00	
Voluntary Workers	\$200,000.00	
Fidelity Guarantee	\$100,000.00	
Govt. Audit Costs	\$25,000.00	

Strata Management SA was requested to arrange quotations for the insurance prior to renewal with the quotations to be sent to the Presiding Officer for a decision.

After discussion it was resolved that the common property sum insured remain the same for the year ahead.

### 5 MAINTENANCE

#### Grounds Maintenance

It was agreed that the existing arrangements With Direct to go for grounds maintenance continue. The body corporate manager was requested to confirm with gardeners that extra weeds might need attention on left hand side of driveway along retaining wall.



### Current Maintenance

It was discussed the need to install further retaining and the creation of further car parking. It was agreed that Daniel Shepherd from lot 3 will organise quotes and then the corporation will decide if a special levy is required.

## 6 GENERAL BUSINESS

Nil

**OVERDUE LEVIES**

Resolved "that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum."

Resolved "that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution "

Resolved "that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation."

7 BUDGET

Resolved that the statement of estimated receipts and payments (budget) be tabled and adopted, please see a copy of the draft budget attached to this notice.

## 8 CONTRIBUTIONS

### CONTRIBUTION

(a) That contributions to the administrative fund are estimated in accordance with Section 114 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at \$5,500.00; and

(b) That contributions to the sinking fund are estimated in accordance with Section 116 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at \$2,200.00; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/05/2023 and subsequent instalments being due on the first days of 1/08/2023, 1/11/2023, 1/02/2024.

## 9 MANAGEMENT COMMITTEE

**MANAGEMENT COMMITTEE**  
The meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer/Secretary/Treasurer Daniel Sheppard (House 2)

It was further resolved that a Management Committee comprising the above officials be appointed for the forthcoming year.

#### 10 APPOINTMENT OF BODY CORPORATE MANAGEMENT

## **APPOINTMENT OF BODY CORPORATE MANAGEMENT**

It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ending 31 December 2011.

The meeting authorises the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken to be accepted.

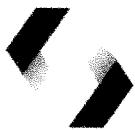
By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation in accordance with the Companies Act.

**14. NEXT MEETING**

**NEXT MEETING** The next Active Support Meeting will be held on Saturday, November 10, 2018.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 08:58 PM.





## Approved Budget to apply from 01/12/2022

Strata Management SA  
ABN 49 680 380 629  
225 Fullerton Road  
Eastwood SA 5063  
(08) 7081 0375

Community Corporation No. 40093 Inc.

25 Berrima Road, Sheidow Park SA 5158

### Administrative Fund

#### Approved budget

##### Revenue

Levies Due--Admin	5,946.00
<i>Total revenue</i>	<u>5,946.00</u>

##### Less expenses

Admin--Agent Disbursements	356.40
Admin--Auditors--Audit Services	132.00
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,386.00
Admin--Meeting Fees	198.00
Admin--Storage & Archive Fees	33.00
Insurance--Premiums	1,200.00
Maint Grounds--Lawns & Gardening	1,800.00
Utility--Electricity	800.00
<i>Total expenses</i>	<u>6,061.40</u>

##### Surplus/Deficit

Opening balance	1,424.60
<i>Closing balance</i>	<u>\$1,309.20</u>

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.59



**Sinking Fund**Approved  
budget**Revenue**

Levies Due--Sinking	5,000.00
<i>Total revenue</i>	<hr/> 5,000.00

**Surplus/Deficit**

Opening balance	8,643.53
-----------------	----------

<b>Closing balance</b>	<hr/> <hr/> \$13,643.53
------------------------	-------------------------

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.50



**Approved Levy Schedule  
to apply from 01/12/2022**

Community Corporation No. 40093 Inc.

25 Berrima Road, Sheidow Park SA 5158

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
1	9	1040.00	154.60	130.00	284.60	1,138.40
2	8	1060.00	157.60	132.50	290.10	1,160.40
3	7	1060.00	157.60	132.50	290.10	1,160.40
4	6	1135.00	168.75	141.90	310.65	1,242.60
5	5	1100.00	163.55	137.50	301.05	1,204.20
6	4	1060.00	157.60	132.50	290.10	1,160.40
7	3	1205.00	179.15	150.65	329.80	1,319.20
8	2	1135.00	168.75	141.90	310.65	1,242.60
9	1	1205.00	179.15	150.65	329.80	1,319.20
		10,000.00	\$1,486.75	\$1,250.10	\$2,736.85	\$10,947.40



Terms of Instrument Not  
Checked by Lands Titles Office

By - Laws  
Development No 100/C238/2014

Page 1

**BY-LAWS**

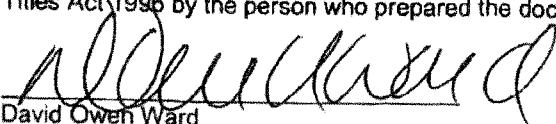
**COMMUNITY TITLES ACT 1996**

**COMMUNITY PLAN NO. 40093**

Address

Allotment 3 in DP 76962 Corner of Berrima Road & Lander Road Sheidow Park

Certified correctly prepared in accordance with the requirements of the Community  
Titles Act 1996 by the person who prepared the document

  
David Owen Ward  
MorganWard Solicitors  
155 King William Road  
Hyde Park SA 5061



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**COMMUNITY SCHEME BY-LAWS**

**PLAN NO. 40093**

**1. Interpretation**

1.1. In these By-Laws:

- 1.1.1. "Act" means the Community Titles Act 1996;
- 1.1.2. "Common Property" has the same meaning as set out in the Act;
- 1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;
- 1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;
- 1.1.5. "Corporation" means Community Corporation No Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6. "Develop" means:
  - 1.1.6.1 the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any site works effected in readiness for Development; and
  - 1.1.6.2. "Development" has a like meaning;
- 1.1.7. "Lot" means a Community Lot being part of the Community Scheme;
- 1.1.8. "Lot Owner" means the owner of a Lot;
- 1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- 1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
- 1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

1.2. In these By-Laws except to the extent that the context otherwise requires:

- 1.2.1. words importing the singular number include the plural and vice versa;
- 1.2.2. words importing any gender include other genders;
- 1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations,



orders and other authorities pursuant thereto;

1.2.4 references to any of the parties hereto include references to their respective successors and permitted assigns;

1.2.5 headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;

1.2.6 where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;

1.2.7 these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;

1.2.8 if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severable from these By-Laws.

**2. Mandatory By-Laws**

2.1. Administration, management and control of Common Property

2.1.1 The Corporation is responsible for the administration, management and control of the Common Property.

2.1.2 The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:

2.1.2.1. the fixing of contribution amounts from Lot Owners;

2.1.2.2. appointment of a Manager under by-law 2.1.3; and

2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.

2.1.3 The Corporation may (but is not obliged to) appoint a Manager who will be responsible to, and who will assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:



- 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
- 2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
- 2.1.4. Lot Owners Contributions
  - 2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).
  - 2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution;
  - 2.1.4.3. The Corporation may, by ordinary resolution:
    - 2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and
    - 2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.
- 2.2. Use and enjoyment of the Common Property
  - 2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their invitees.
  - 2.2.2. Lot Owners, Occupiers, and Invitees must not:
    - 2.2.2.1. damage or interfere with the structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property;
    - 2.2.2.2. without the prior approval in writing of the Corporation mark, plant, erect or construct any permanent structure or service infrastructure on the Common Property;
    - 2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;
    - 2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
    - 2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;



- 2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;
- 2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of any building or the Common Property;
- 2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;
- 2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;
- 2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
- 2.2.2.11. sing, busk, or play a musical instrument on Common Property;
- 2.2.2.12. repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
- 2.2.2.13. preach to or harangue other people;
- 2.2.2.14. obstruct any footpath, road or walkway;
- 2.2.2.15. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 2.2.2.16. be inadequately clothed when on Common Property;
- 2.2.2.17. use any language or behave in a manner likely to cause offence or nuisance to others;
- 2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or
- 2.2.2.19. fail to comply with any rules issued by the Corporation concerning use of the Common Property.

2.2.3. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.

2.2.4. The Corporation may:

- 2.2.4.1. erect and maintain any sign on the Common Property which displays parking restriction, speed limits or access requirements in relation to the Common Property; and
- 2.2.4.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control; maintenance, and repair of the Common Property.

2.2.5. No fence, barrier, dwelling, storage shed, garage, carport nor any other structure shall be erected upon or around the Common Property.



2.3. Use and enjoyment of community lots  
A lot Owner, Occupier or invitee must;

- 2.3.1. not use any Lot for any non-residential purpose unless the use has been approval by the Corporation;
- 2.3.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);
- 2.2.3. use the Lot in a manner consistent with the Development Act 1993;
- 2.2.4. pay all rates, taxes, insurance and other outgoings in relation to the Lot as they fall due;
- 2.2.5. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 12 midnight and 7 am;
- 2.2.6. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or
- 2.2.7. not bring objects or materials onto a Lot kind which are likely to cause justified offence to other members of the Corporation community or store on any Lot any dangerous explosive or noxious substance (other than normal household chemicals, gases and fuels);
- 2.3.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit.
  - 2.3.8.1. change the use or character of a Lot; or
  - 2.3.8.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
  - 2.3.8.3. hang any washing, towels, bedding, clothing or other articles on any part of the Lot in such a way as to be visible from outside the building; or
  - 2.3.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
  - 2.3.8.5. fix, erect or hang any shade structure on the community lot with the exception of a shade umbrella in a colour similar to the building and the umbrella shall be kept closed when not in use;



- 2.3.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.10. not, without the prior written approval of the Corporation erect or display any sign on a Lot other than:
  - 2.3.10.1 during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
  - 2.3.10.2. where an advertising sign is associated with the sale of a Lot;
- 2.3.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
  - 2.3.11.1. keeping gutters and downpipes clear and free of leaves or other debris;
  - 2.3.11.2. repainting as necessary;
  - 2.3.11.3. replacing or repairing damaged or decaying materials;
  - 2.3.11.4. replacing or repairing broken or cracked windows and doors;
  - 2.3.11.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or part of the air-conditioning equipment is located on or in Common Property);
- 2.3.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.13. store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours;
- 2.3.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- 2.3.15. comply with all statutory requirements in relations to the disposal of garbage; and
- 2.3.16. ensure that their invitees are aware of these of these By-Laws and ensure that their invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

**3. Corporation's Obligation to Maintain Common Property**

- 3.1. The Corporation must
  - 3.1.1. keep the Common Property generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;
  - 3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
  - 3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary; and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.



- 3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.
- 3.3. If any air-conditioning plant and equipment which exclusively services any particular Lot is located wholly or partly on Common Property, then the Owner of that Lot will be responsible for and will pay the running costs and maintenance and repair of that plant and equipment, and the Corporation will have no liability or responsibility for such maintenance or repair.
4. **Structural Additions, Changes and Colours on the Lot**
  - 4.1. A person must not without the prior approval of the Corporation
    - 4.1.1. make a structural changes or additions on or to a Lot; or
    - 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.
  - 4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.
  - 4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.
  - 4.4. A Lot Owner must maintain its Lot:
    - 4.4.1. in accordance with the Development Plan of the local Council;
    - 4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
    - 4.4.3. in accordance with the Development Act 1993; and
    - 4.4.4. not in breach of these By-Laws.
  - 4.5. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner during the course of construction of any Development, causes damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.



**5. Limitation on Keeping Pets**

- 5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property other than a person with a disability that requires a dog to assist them.
- 5.2. Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.
- 5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4. The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5. Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and must repair any damage to, or loss or property caused their animal on or to the Common Property or another Lot.
- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.

**6. Use of Roadways and Common Area Parking**

- 6.1. If there are any car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 10.6.
- 6.2. No Lot Owner, Occupier or invitee may:
  - 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;
  - 6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for parking of motor vehicles (and then only by arrangement with the Corporation);
  - 6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
  - 6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.
- 6.3. Road Traffic Act 1961  
A person driving a vehicle on the Common Property must comply with the rules applicable under the Road Traffic Act 1961 to the driving of a vehicle on a public road.



6.4. Use of skate boards etc;  
No lot Owner, Occupier or invitee may ride (or permit to be ridden) a  
skate board, roller skates, in-line skates or other similar devices on the  
Common Property unless authorised to do so by the Corporation.

**7. Prohibition of disturbance**

A lot Owner, Occupier or invitee must:

- 7.1. not engage in conduct which unreasonably disturbs the occupier of  
another Lot or others who are lawfully on a Lot or the Common  
Property; and
- 7.2. ensure, as far as practicable, that their invitees do not engage in  
conduct that unreasonably disturbs the occupier of another Lot or  
others who are lawfully on a Lot or the Common Property.

**8. Insurance**

- 8.1. The Corporation will effect and maintain insurances as required by the  
Act.
- 8.2. Lot Owners will insure their own furniture, fittings, equipment and  
goods.
- 8.3. Each Lot Owner will maintain public risk insurance for amounts of at  
least \$10,000,000.00 in respect of any one event (or higher cover as  
the Corporation may determine).
- 8.4. The Corporation may at any time require evidence be provided by  
each Lot Owner of these insurances.
- 8.5. No Lot Owner, Occupier or invitee will do anything to:
  - 8.5.1. void any insurance; or
  - 8.5.2. increase the premium payable for any insurance; maintained  
by the Corporation..

**9. Community Corporation to Supply Water**

- 9.1. The Community Corporation will supply each Community Lot with  
portable water under a private water supply agreement, the form of  
which will be as prescribed by the Community Corporation.
- 9.2. The portable metered water connection will be connected to private  
water reticulation systems installed within the Common Property and  
will provide water supply to each Community Lot.
- 9.3. Each dwelling on its respective Lot will be fitted with a private water  
meter that will incorporate a radio module for remote meter reading.
- 9.4. The private water meters will be read by a contractor engaged by the  
Community Corporation to do so and individual accounts will be raised  
and levied on each respective Community Lot for the water usage  
attributable to the Lot.
- 9.5. Water usage will be billed to the respective Community Lots by the  
Community Corporation at the SA Water rate per unit of water  
prescribed at the time.
- 9.6. The cost of reading the meters and generation of accounts by the  
contractor will be paid by the Community Corporation from the  
Community Corporation's sinking fund.



9.7. Supply contracts will be put in place between the community corporation and the owners/occupiers.

Terms of Instrument Not  
Checked by Lands Title Office

By – Laws  
Development No 100/C238/2014

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**10. General Provisions**

**10.1. Management and Advisers**

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

**10.2. Easements**

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

**10.3. Tenants to have Notice of these By-Laws**

A copy of these By-Laws (or a precis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

**10.4. Corporation May Inspect Lots**

10.4.1 The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice be permitted to enter and inspect any Lot and test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

**10.5. Changes in Ownership**

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

**10.6. Offences**

10.6.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.

10.6.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

**11. Rules**

The management committee of the corporation has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-Laws.



**12. Recovery of Amount Due**

- 12.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.
- 12.2. The Corporation may recover from owners or occupiers (or a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.
- 12.3. The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on business overdraft accounts of less than \$50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest to be computed from due date until payment is made in full.
- 12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 12.6. The Lot Owner acknowledges that the Corporation will be entitled by virtue of this By-Laws 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Laws 12.
- 12.7. Subject to the provisions of this By-Laws 12, the provisions of the Laws of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

**13. Indemnity and Release**

A person bound by these By-Laws will:

- 13.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.



**14. Waiver**

No waiver by the Corporation of one breach of any By-Laws, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

**15. Notice**

Any notice required to be served under these By-Laws will be sufficiently served on the Lot Owner if left on the Lot addressed to the Lot owned or if addressed to the Lot Owner at the last known address of the Lot Owner and forwarded by pre-paid post. If a notice is given by post it would be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.



The terms of this instrument have not been  
Checked by the Lands Titles Registration  
Office

**Scheme Description  
Development No. 100/C238/2014  
Page 1 of 6**

## COMMUNITY TITLES ACT 1996

## SCHEME DESCRIPTION

# COMMUNITY CORPORATION NO.40093 INC

**ADDRESS: Allotment 3 in DP 76962 Corner of  
Berrima Road & Lander Road Sheidow Park**

Certified correctly, prepared in accordance with the requirements of the Community  
Titles Act 1996 by the person who prepared the document.

David O Ward  
MorganWard Solicitors  
155 King William Road  
Hyde Park SA 5061



## **COMMUNITY SCHEME DESCRIPTION COMMUNITY PLAN NO.**

### **INDEX**

1. Identification of the community parcel, lots and common property.
2. Purposes for which the lots and common property may be used.
3. Obligation to develop community lots.
4. Standard of buildings and other improvements.
5. Developer's obligations to improve or develop the common property.
6. Estimated date for completion of the scheme.
7. Conditions of development imposed pursuant to the Development Act, 1993.
8. Other important features of the scheme.

Attachment "A"



**1. Identification of the Community Parcel, Lots and Common property.**

- 1.1 The community parcel and the lots and common property into which the parcel is to be divided are identified on the plan attached hereto (see Attachment A).
- 1.2 The community plan is a primary plan being the division of an allotment into 9 community lots and common property.
- 1.3 The community plan comprises a residential land development comprising 9 vacant lots and common roadway.

**2. Purpose for which the Lots and Common property may be used.**

- 2.1 The community lots may be used for residential purposes.
- 2.2 Not more than one dwelling may be erected on a community lot.
- 2.3 The common property shall be used as a driveway to the community lots, for car parking, vehicle manoeuvring and for the accommodation of service infrastructure.

**3. Obligation to develop Community Lots.**

All community lots must be developed in accordance with the Development Approval to be granted by the City of Marion. ("the Development Approval").

**4. Standard of Buildings and Others Improvements.**

- 4.1 The standard of work to be performed and the materials to be used on the community lots and common property will be a fair average standard or such higher standard as the owners may determine.
- 4.2 The development of the community lots is to take place in accordance with the statutory and other approvals obtained under the Development Act 1993 for the undertaking of the development in a proper and workmanlike manner.



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4.3 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements whether on lots or common property shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken in accordance with Clause 3 of this Scheme Description.

**5. Developers obligations to improve or develop the Common property.**

5.1. The Developer will undertake the following works in respect of the common property:

5.1.1 construction of road ways, and

5.1.2. installation of services infrastructure

5.1.3. landscaping in accordance with the Development Approval (Development Number 100/823/2014) together called ("the Infrastructure").

5.2. The standard of work to be performed and the materials to be used on the common property will be fair and average or such higher standard as the Developer in its absolute description may determine.

5.3 The Developer intends to complete the construction of the Infrastructure on the common property in accordance with the Development Approval within 12 months of receiving Development Approval.

**6. Estimated date for completion of the scheme.**

The time for completion of each of the dwellings is dependent upon which of the owners become the registered proprietors of their prospective lots. Owners must use their best endeavours to ensure that the dwelling on their lot is completed before the expiration of the Development Approval.



**7. Conditions of Development Imposed Pursuant to the Development Act, 1993.**

- 7.1 The division of the community parcel and erection of a dwelling on each community lot is subject to conditions imposed by the City of Marion.
- 7.2 A copy of each of the Decision Notification Forms with the conditions set out in full are attached (see Attachment A).

**8. Other Important Features of the Scheme**

- 8.1. There shall be no division of a community lot by a secondary plan.
- 8.2 The scheme is not a stage development.

**ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION 45(2) OF THE DEVELOPMENT REGULATIONS 2008**

All the contents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any) in accordance with this scheme description and the relevant plan of community division under the Community Titles Act 1996 have been granted.

This endorsement does not limit a relevant authority's right to refuse, or place conditions on, development authorization under the Development Act 1993 in relation to any other development envisaged by this scheme description.

The City of Marion as the relevant authority endorses the within scheme description.

The City of Marion

Per:

Signature of Authorized Officer

Name of Authorized Officer

JOANNE REID, DEVELOPMENT OFFICER, PLANNING

Date of Consent

7.09.2015



## Resolutions of Community Corporation No. 40023 Inc.

These resolutions have come from motions passed at meetings of the corporations and the original minutes of the meetings should be consulted for clarifications of wording. It is intended that these be used as a guide for owners on what the corporation has approved in addition to the articles of the corporation.

*Disclaimer: Strata Management SA has compiled this list from pertinent resolutions passed by the body corporate but accepts no responsibility for any missing, incomplete or incorrect information provided prior to the commencement of our management on 13<sup>th</sup> December 2017.*

Date	Resolution
------	------------

**13.12.2017      Audit**

The body corporate manager advised the meeting that owners can choose to have an independent auditor carry out an audit of their records or to have an independent auditor carry out an audit of the trust account and it was resolved that the standard trust account audit be carried out annually.

**Water invoicing arrangements**

The meeting advised that water invoicing on the property is managed by SA Water delivering invoices directly to each owner.

**Pet By-law**

It was noted that the developer entered into contracts with owners removing the word "small" from the pet approvals for the lots.

**Custody of Common seal and its use**

The meeting noted that no common seal is on file for the corporation and it was resolved that the corporation not arrange for the creation of one unless required to use it in the future.

**Overdue Levies Policies**

It was resolved that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum.

Resolved that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions including the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual lot responsible for the unpaid contribution.

Resolved that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation.



20/07/2023 It was resolved that lot 9 be granted approval to erect a fence as per details and diagram attached to the notice. All costs associated with installation, repairs, maintenance & damages will be covered by the owner of lot 9 now and in the future.

4



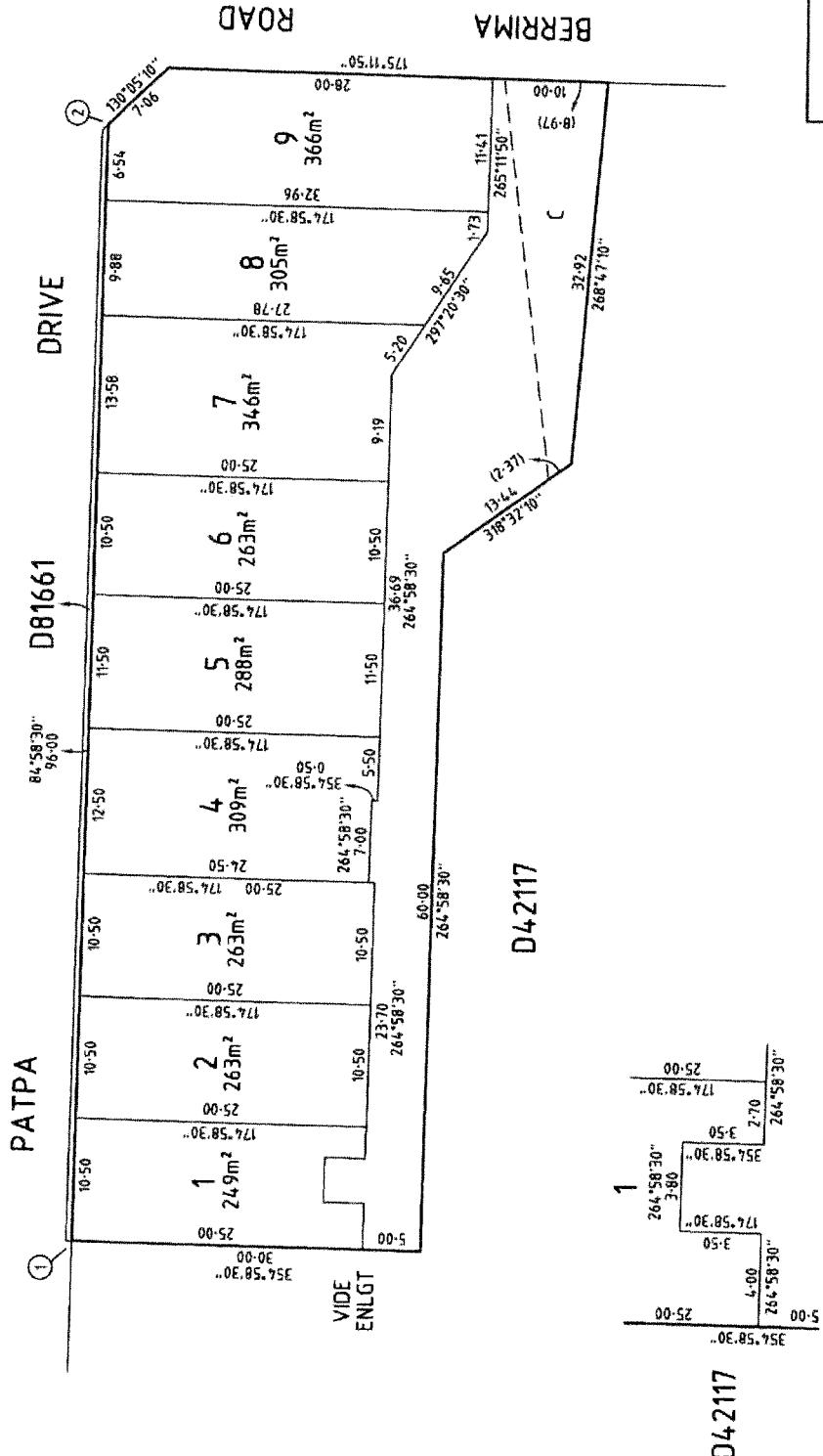
## LOCATION PLAN

A vertical scale bar on the left side of the map, labeled 'SCALE' at the bottom and 'METRES' at the top. The scale is marked in increments of 10, from 0 to 40.

C40093

SHEET 2 OF 2

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ARING DATUM: (1)-(2) 84°58'30"  
RIVATION: F59682  
TIAN AREA: 34.5101



ENLARGEMENT  
NOT TO SCALE

Educa Survey

**Loca Survey's**  
Licensed & Engineering Surveys  
7 Springbank Road, CLAPHAM S.A.  
Phone: (08) 82779552 Mob: 04077  
Email: michael@locksurveys.com  
Date: 29/1/15 Reference: 100

5067

340771945

com.cn 10075



PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	SHEIDON PARK			RE-APPROVED:
MAP REF:	662710/K	COUNCIL:	THE CORPORATION OF THE CITY OF MARION			MATTHEW LETHBRIDGE 05/09/2015
LAST PLAN:	F59882	DEVELOPMENT NO.	100/C238/14/0142012			DEPOSITED:
AGENT DETAILS:	LOCK SURVEYS 87 SPRINGEANK ROAD CLAPHAM SA 5062 PH: (08) 8277 9852 FAX:	SURVEYORS CERTIFICATION:	<input checked="" type="checkbox"/> Michael Grant Lock, a licensed surveyor under the Survey Act 1982, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1986 9th day of September 2015 Michael Grant Lock Licensed Surveyor			46100_text_01_v06_Version_6
AGENT CODE:	LOCK	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
REFERENCE:	10078 CP	3	D	76362	NOARLUNGA	
SUBJECT TITLE DETAILS:						
PREFIX	VOLUME	FOLIO	OTHER	PARCEL ALLOTMENT(S)		
CT	639	616				
OTHER TITLES AFFECTED:						
EASEMENT DETAILS:						
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	C		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8830000)
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 1/2/15						

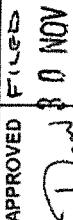


## LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER  
**CP 40093**

THIS IS SHEET 1 OF 1 SHEETS



APPROVED  0 NOV / 2015

PRO REGISTRAR-GENERAL

### SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUB-DIVIDED
1	1040	
2	1060	
3	1060	
4	1135	
5	1100	
6	1060	
7	1205	
8	1135	
9	1205	
AGGREGATE	10000	

### CERTIFICATE OF LAND VALUER

I Bartholomew T Quinn being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1986.

Dated the 10th day of August 2015



Signature of Land Valuer





# STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au

T: 1300 5CINSURE (1300 524 678)  
E: myenquiry@scinsurance.com.au  
P: PO Box 631, North Sydney NSW 2069  
A: Level 10, 124 Walker Street, North Sydney NSW 2060

## CERTIFICATE OF CURRENCY

### THE POLICY AND INSURED

POLICY NUMBER	SOAI23000029
PDS AND POLICY WORDING	Community Association PDS and Policy Wording SCI034-Policy-CA-02/2021
THE INSURED	Community Corporation No. 40093 Inc.
SITUATION	25 Berrima Road Sheldow Park SA 5158
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 10/03/24 Expiry Date: 4.00pm on 10/03/25
INTERMEDIARY	Coverforce Insurance Broking Pty Ltd
ADDRESS	Level 26, Tower One, International Towers Sydney Barangaroo NSW 2000
DATE OF ISSUE	8 March 2024

### POLICY LIMITS / SUMS INSURED

SECTION 1 - COMMUNITY PROPERTY AND INCOME	PART A	Community Property	1. Buildings	\$250,000
			2. Common Area Contents	\$2,500
			3. Terrorism Cover under Section 1 Part A2	Included
	OPTIONAL COVERS		1) Flood	Included
	PART C		Fidelity Guarantee	\$100,000
SECTION 2 - CASUALTY COVERS	PART A		Legal Liability	\$20,000,000
	PART B		Voluntary Workers	Included
	PART D		Government Audit Costs	\$25,000
	PART E		Appeal Expenses – Health and Safety Breaches	\$100,000
	PART F		Legal Defence Expenses	\$50,000

This Certificate of Currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a Policy existed for the Period of Insurance and sums insured shown herein. Certain words used in this document are defined in the PDS and Policy wording. This Certificate of Currency is provided as a summary only of the cover provided and is current only at the Date of Issue. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. This Certificate of Currency is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This Certificate of Currency does not amend, extend, replace, negate or override the benefits, terms, conditions, limitations and exclusions as described in the Schedule documents together with the Product Disclosure Statement and Policy wording.



Orig. LF 12402509



12:04 24-Sep-2015  
2 of 4

Prefix	LF
Series No.	2

\$1005.10 Refund

to MOAS

413

\$1005.10  
*John*  
MAY BE  
REFUNDED

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

\$1005.10 refund  
to MOAS  
Vide 22/12/2015

*John*

8 JAN 2016

Senior Data  
Capture Officer

*John*  
LTO  
9-2-16

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: MOAS  
Correction to: MOAS

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

1. ....
2. ....
3. ....
4. ....

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
<i>John</i>	<i>John</i>
FILED	30 NOV 2015
<i>John</i>	REGISTRAR-GENERAL

Terms of Instrument Not  
Checked by Lands Titles Office

By - Laws  
Development No 100/C238/2014

Page 1

BY-LAWS

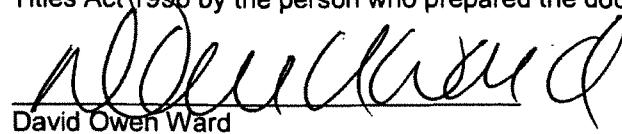
COMMUNITY TITLES ACT 1996

COMMUNITY PLAN NO. 40093

Address

Allotment 3 in DP 76962 Corner of Berrima Road & Lander Road Sheidow Park

Certified correctly prepared in accordance with the requirements of the Community  
Titles Act 1996 by the person who prepared the document

  
David Owen Ward

MorganWard Solicitors  
155 King William Road  
Hyde Park SA 5061

224 form 4

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## COMMUNITY SCHEME BY-LAWS

### PLAN NO. 40093

#### 1. Interpretation

1.1. In these By-Laws:

- 1.1.1. "Act" means the Community Titles Act 1996;
- 1.1.2. "Common Property" has the same meaning as set out in the Act;
- 1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;
- 1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;
- 1.1.5. "Corporation" means Community Corporation No Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6. "Develop" means:
  - 1.1.6.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any site works effected in readiness for Development; and
  - 1.1.6.2. "Development" has a like meaning;
- 1.1.7. "Lot" means a Community Lot being part of the Community Scheme;
- 1.1.8. "Lot Owner" means the owner of a Lot;
- 1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- 1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
- 1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

1.2. In these By-Laws except to the extent that the context otherwise requires:

- 1.2.1. words importing the singular number include the plural and vice versa;
- 1.2.2. words importing any gender include other genders;
- 1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations,

- 1.2.4 orders and other authorities pursuant thereto;
- 1.2.5 references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.2.6 headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;
- 1.2.7 where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
- 1.2.8 these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
- 1.2.9 if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severable from these By-Laws.

**2. Mandatory By-Laws**

- 2.1. Administration, management and control of Common Property
  - 2.1.1 The Corporation is responsible for the administration, management and control of the Common Property.
  - 2.1.2 The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
    - 2.1.2.1. the fixing of contribution amounts from Lot Owners;
    - 2.1.2.2. appointment of a Manager under by-law 2.1.3; and
    - 2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.
  - 2.1.3 The Corporation may (but is not obliged to) appoint a Manager who will be responsible to, and who will assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:

- 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
- 2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
- 2.1.4. Lot Owners Contributions
  - 2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).
  - 2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution:
  - 2.1.4.3. The Corporation may, by ordinary resolution:
    - 2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and
    - 2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.
- 2.2. Use and enjoyment of the Common Property
  - 2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their invitees.
  - 2.2.2. Lot Owners, Occupiers, and Invitees must not:
    - 2.2.2.1. damage or interfere with the structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property;
    - 2.2.2.2. without the prior approval in writing of the Corporation mark, plant, erect or construct any permanent structure or service infrastructure on the Common Property;
    - 2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;
    - 2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
    - 2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;

- 2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;
- 2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of any building or the Common Property;
- 2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;
- 2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;
- 2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
- 2.2.2.11. sing, busk, or play a musical instrument on Common Property;
- 2.2.2.12. repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
- 2.2.2.13. preach to or harangue other people;
- 2.2.2.14. obstruct any footpath, road or walkway;
- 2.2.2.15. use or occupy any caravan; trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 2.2.2.16. be inadequately clothed when on Common Property;
- 2.2.2.17. use any language or behave in a manner likely to cause offence or nuisance to others;
- 2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or
- 2.2.2.19. fail to comply with any rules issued by the Corporation concerning use of the Common Property.

2.2.3. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.

2.2.4. The Corporation may:

- 2.2.4.1. erect and maintain any sign on the Common Property which displays parking restriction, speed limits or access requirements in relation to the Common Property; and
- 2.2.4.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control; maintenance, and repair of the Common Property.

2.2.5. No fence, barrier, dwelling, storage shed, garage, carport nor any other structure shall be erected upon or around the Common Property.

2.3. Use and enjoyment of community lots  
A lot Owner, Occupier or invitee must;

- 2.3.1. not use any Lot for any non-residential purpose unless the use has been approval by the Corporation;
- 2.3.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);
- 2.3.3. use the Lot in a manner consistent with the Development Act 1993;
- 2.2.4. pay all rates, taxes, insurance and other outgoings in relation to the Lot as they fall due;
- 2.2.5. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 12 midnight and 7 am;
- 2.2.6. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or
- 2.2.7. not bring objects or materials onto a Lot kind which are likely to cause justified offence to other members of the Corporation community or store on any Lot any dangerous explosive or noxious substance (other than normal household chemicals, gases and fuels);
- 2.3.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit.
  - 2.3.8.1. change the use or character of a Lot; or
  - 2.3.8.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
  - 2.3.8.3. hang any washing, towels, bedding, clothing or other articles on any part of the Lot in such a way as to be visible from outside the building; or
  - 2.3.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
  - 2.3.8.5. fix, erect or hang any shade structure on the community lot with the exception of a shade umbrella in a colour similar to the building and the umbrella shall be kept closed when not in use;

- 2.3.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.10. not, without the prior written approval of the Corporation erect or display any sign on a Lot other than:
  - 2.3.10.1 during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
  - 2.3.10.2. where an advertising sign is associated with the sale of a Lot;
- 2.3.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
  - 2.3.11.1. keeping gutters and downpipes clear and free of leaves or other debris;
  - 2.3.11.2. repainting as necessary;
  - 2.3.11.3. replacing or repairing damaged or decaying materials;
  - 2.3.11.4. replacing or repairing broken or cracked windows and doors;
  - 2.3.11.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or part of the air-conditioning equipment is located on or in Common Property);
- 2.3.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.13. store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours;
- 2.3.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- 2.3.15. comply with all statutory requirements in relations to the disposal of garbage; and
- 2.3.16. ensure that their invitees are aware of these of these By-Laws and ensure that their invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

### **3. Corporation's Obligation to Maintain Common Property**

- 3.1. The Corporation must
  - 3.1.1. keep the Common Property generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;
  - 3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
  - 3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary; and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

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- 3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.
- 3.3. If any air-conditioning plant and equipment which exclusively services any particular Lot is located wholly or partly on Common Property, then the Owner of that Lot will be responsible for and will pay the running costs and maintenance and repair of that plant and equipment, and the Corporation will have no liability or responsibility for such maintenance or repair.

**4. Structural Additions, Changes and Colours on the Lot**

- 4.1 A person must not without the prior approval of the Corporation
  - 4.1.1. make a structural changes or additions on or to a Lot; or
  - 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.
- 4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.
- 4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.
- 4.4 A Lot Owner must maintain its Lot:
  - 4.4.1. in accordance with the Development Plan of the local Council;
  - 4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
  - 4.4.3. in accordance with the Development Act 1993; and
  - 4.4.4. not in breach of these By-Laws.
- 4.5 If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner during the course of construction of any Development, causes damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

**5. Limitation on Keeping Pets**

- 5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property other than a person with a disability that requires a dog to assist them.
- 5.2. Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.
- 5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4. The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5. Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and must repair any damage to, or loss or property caused their animal on or to the Common Property or another Lot.
- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.

**6. Use of Roadways and Common Area Parking**

- 6.1. If there are any car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 10.6.
- 6.2. No Lot Owner, Occupier or Invitee may:
  - 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;
  - 6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for parking of motor vehicles (and then only by arrangement with the Corporation);
  - 6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
  - 6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.
- 6.3. Road Traffic Act 1961  
A person driving a vehicle on the Common Property must comply with the rules applicable under the Road Traffic Act 1961 to the driving of a vehicle on a public road.

**6.4. Use of skate boards etc;**

No lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar devices on the Common Property unless authorised to do so by the Corporation.

**7. Prohibition of disturbance**

A lot Owner, Occupier or Invitee must:

- 7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and
- 7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

**8. Insurance**

- 8.1. The Corporation will effect and maintain insurances as required by the Act.
- 8.2. Lot Owners will insure their own furniture, fittings, equipment and goods.
- 8.3. Each Lot Owner will maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or higher cover as the Corporation may determine).
- 8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.
- 8.5. No Lot Owner, Occupier or Invitee will do anything to:
  - 8.5.1. void any insurance; or
  - 8.5.2. increase the premium payable for any insurance; maintained by the Corporation..

**9. Community Corporation to Supply Water**

- 9.1. The Community Corporation will supply each Community Lot with portable water under a private water supply agreement, the form of which will be as prescribed by the Community Corporation.
- 9.2. The potable metered water connection will be connected to private water reticulation systems installed within the Common Property and will provide water supply to each Community Lot.
- 9.3. Each dwelling on its respective Lot will be fitted with a private water meter that will incorporate a radio module for remote meter reading.
- 9.4. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.
- 9.5. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.
- 9.6. The cost of reading the meters and generation of accounts by the contractor will be paid by the Community Corporation from the Community Corporation's sinking fund.

9.7. Supply contracts will be put in place between the community corporation and the owners/occupiers.

Terms of Instrument Not  
Checked by Lands Title Office

By – Laws  
Development No 100/C238/2014

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**10. General Provisions**

**10.1. Management and Advisers**

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

**10.2. Easements**

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

**10.3. Tenants to have Notice of these By-Laws**

A copy of these By-Laws (or a precis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

**10.4. Corporation May Inspect Lots**

10.4.1 The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice be permitted to enter and inspect any Lot and test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

**10.5. Changes in Ownership**

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

**10.6. Offences**

10.6.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.

10.6.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

**11. Rules**

The management committee of the corporation has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-Laws.

**12. Recovery of Amount Due**

- 12.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.
- 12.2. The Corporation may recover from owners or occupiers (or a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.
- 12.3. The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on business overdraft accounts of less than \$50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest to be computed from due date until payment is made in full.
- 12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 12.6. The Lot Owner acknowledges that the Corporation will be entitled by virtue of this By-Laws 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Laws 12.
- 12.7. Subject to the provisions of this By-Laws 12, the provisions of the Laws of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

**13. Indemnity and Release**

A person bound by these By-Laws will:

- 13.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

**14. Waiver**

No waiver by the Corporation of one breach of any By-Laws, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

**15. Notice**

Any notice required to be served under these By-Laws will be sufficiently served on the Lot Owner if left on the Lot addressed to the Lot owned or if addressed to the Lot Owner at the last known address of the Lot Owner and forwarded by pre-paid post. If a notice is given by post it would be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

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12:04 24-Sep-2015  
3 of 4

Prefix
LF
Series No.

3

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by:

MOAR

Correction to:

MOAR

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

1. CT 6039/616

2. ....

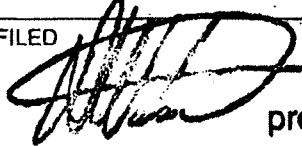
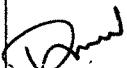
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PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

CORRECTION		PASSED
		
FILED	30 NOV 2015	
		REGISTRAR-GENERAL

The terms of this instrument have not been  
Checked by the Lands Titles Registration  
Office

**Scheme Description  
Development No. 100/C238/2014  
Page 1 of 6**

## **COMMUNITY TITLES ACT 1996**

## SCHEME DESCRIPTION

# COMMUNITY CORPORATION NO.40093 INC

**ADDRESS: Allotment 3 in DP 76962 Corner of  
Berrima Road & Lander Road Sheidow Park**

Certified correctly, prepared in accordance with the requirements of the Community  
Titles Act 1996 by the person who prepared the document.

**David O Ward  
MorganWard Solicitors  
155 King William Road  
Hyde Park SA 5061**

---

## **COMMUNITY SCHEME DESCRIPTION COMMUNITY PLAN NO.**

### **INDEX**

1. Identification of the community parcel, lots and common property.
2. Purposes for which the lots and common property may be used.
3. Obligation to develop community lots.
4. Standard of buildings and other improvements.
5. Developer's obligations to improve or develop the common property.
6. Estimated date for completion of the scheme.
7. Conditions of development imposed pursuant to the Development Act, 1993.
8. Other important features of the scheme.

Attachment "A"

**1. Identification of the Community Parcel, Lots and Common property.**

- 1.1 The community parcel and the lots and common property into which the parcel is to be divided are identified on the plan attached hereto (see Attachment A).
- 1.2 The community plan is a primary plan being the division of an allotment into 9 community lots and common property.
- 1.3 The community plan comprises a residential land development comprising 9 vacant lots and common roadway.

**2. Purpose for which the Lots and Common property may be used.**

- 2.1 The community lots may be used for residential purposes.
- 2.2 Not more than one dwelling may be erected on a community lot.
- 2.3 The common property shall be used as a driveway to the community lots, for car parking, vehicle manoeuvring and for the accommodation of service infrastructure.

**3. Obligation to develop Community Lots.**

All community lots must be developed in accordance with the Development Approval to be granted by the City of Marion. ("the Development Approval").

**4. Standard of Buildings and Others Improvements.**

- 4.1 The standard of work to be performed and the materials to be used on the community lots and common property will be a fair average standard or such higher standard as the owners may determine.
- 4.2 The development of the community lots is to take place in accordance with the statutory and other approvals obtained under the Development Act 1993 for the undertaking of the development in a proper and workmanlike manner.

---

4.3 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements whether on lots or common property shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken in accordance with Clause 3 of this Scheme Description.

**5. Developers obligations to improve or develop the Common property.**

5.1. The Developer will undertake the following works in respect of the common property:

- 5.1.1 construction of road ways, and
- 5.1.2. installation of services infrastructure
- 5.1.3. landscaping in accordance with the Development Approval (Development Number 100/823/2014) together called ("the Infrastructure").

5.2. The standard of work to be performed and the materials to be used on the common property will be fair and average or such higher standard as the Developer in its absolute description may determine.

5.3. The Developer intends to complete the construction of the Infrastructure on the common property in accordance with the Development Approval within 12 months of receiving Development Approval.

**6. Estimated date for completion of the scheme.**

The time for completion of each of the dwellings is dependent upon which of the owners become the registered proprietors of their prospective lots. Owners must use their best endeavours to ensure that the dwelling on their lot is completed before the expiration of the Development Approval.

---

**7. Conditions of Development Imposed Pursuant to the Development Act, 1993.**

- 7.1 The division of the community parcel and erection of a dwelling on each community lot is subject to conditions imposed by the City of Marion.
- 7.2 A copy of each of the Decision Notification Forms with the conditions set out in full are attached (see Attachment A).

**8. Other Important Features of the Scheme**

- 8.1. There shall be no division of a community lot by a secondary plan.
- 8.2 The scheme is not a stage development.

**ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION 45(2) OF THE DEVELOPMENT REGULATIONS 2008**

All the contents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any) in accordance with this scheme description and the relevant plan of community division under the Community Titles Act 1996 have been granted.

This endorsement does not limit a relevant authority's right to refuse, or place conditions on, development authorization under the Development Act 1993 in relation to any other development envisaged by this scheme description.

The City of Marion as the relevant authority endorses the within scheme description.

The City of Marion

Per:

Signature of Authorized Officer

.....  
Name of Authorized Officer

JOANNE REID, DEVELOPMENT OFFICER, PLANNING

Date of Consent

7.09.2015

The terms of this instrument have not been  
Checked by the Lands Titles Registration  
Office

Scheme Description  
Development No. 100/C238/2014  
Page 6 of 6

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ATTACHMENT A

DECISION NOTIFICATION FORMS

1. Copy of Community Plan
2. Decision Notification Forms

P (08) 8375 6600  
F (08) 8375 6699  
E council@marion.sa.gov.au  
W www.marion.sa.gov.au

Administration Centre 245 Sturt Road, Sturt SA 5047  
Office Hours Monday to Friday - 8.30am to 5.00pm  
Postal Address PO Box 21, Oaklands Park 5046



## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

TO:	 Lock Surveys 87 Springbank Road CLAPHAM SA 5062
-----	--

DEVELOPMENT APPLICATION NUMBER: 100/1988/2014  
(DAC Reference: 100/C238/14)  
DATED: 06/11/2014  
REGISTERED ON: 06/11/2014

LOCATION OF PROPOSED DEVELOPMENT	
306L Berrima Road SHEIDOW PARK 5158 Lot: 3 DP: 76962 CT: 6039/616	

DESCRIPTION OF PROPOSED DEVELOPMENT	
Land Division Residential Community Title 1 into 9 allotments	

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

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	16/12/2014	3
Land Division Consent	Granted	16/12/2014	3
Building Rules Consent	N/A	N/A	-
DEVELOPMENT APPROVAL	Granted	16/12/2014	6

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

**DEVELOPMENT APPLICATION NUMBER:** 100/1988/2014  
**APPLICANT:** Lock Surveys  
**LOCATION:** 306L Berrima Road SHEIDOW PARK 5158  
**DESCRIPTION OF DEVELOPMENT:** Lot: 3 DP: 76962 CT: 6039/616  
Land Division Residential Community Title 1  
into 9 allotments  
**DECISION:** Development Approval Granted  
**DATE OF DECISION:** 16/12/2014

---

#### DEVELOPMENT PLAN CONSENT

( GRANTED

##### Reasons For Decision:

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

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

##### Conditions of Consent:

- (1) The land division shall be carried out and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/1988/2014 (DAC ref: 100/C238/14) except when varied by the following conditions of consent.
- (2) All buildings and all deleterious materials such as concrete slabs, footings, retaining walls, irrigation, water or sewer pipes and other rubbish shall be cleared from the subject land, prior to the Council advising the Development Assessment Commission that it has no objection to the issue of a certificate pursuant to Section 51 of the Development Act.
- (3) The final survey plan shall be available to the Council, prior to the Council advising the Development Assessment Commission that it has no objection to the issue of a certificate pursuant to Section 51 of the Development Act.

## LAND DIVISION CONSENT

GRANTED

### Conditions of Consent

- (1) The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water H0025944).
- (2) Payment of \$51904 into the Planning and Development Fund (8 allotments @ \$6488/allotment). Payment may be made by credit card via the internet at [www.edala.sa.gov.au](http://www.edala.sa.gov.au) or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, at Level 5, 136 North Terrace, Adelaide.
- (3) A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

Note: The SA Water Corporation will, in due course, correspond directly with the applicant/agent regarding the details of the above condition No 1.

## BUILDING RULES CONSENT

### Conditions of Consent

nil

### NOTES:

#### General:

- (1) This approval has been granted on the basis of the suitability of the land for nine (9) dwellings as demonstrated in Development Application No: 100/823/2014. Should the proposed allotments be created and sold without that development occurring, new applicants/owners should be aware that any variation to the approved dwellings requires the lodgement and assessment of a new Development Application with the Council. Please note that the proposed allotments may not meet the minimum allotment size required for other forms of dwellings (e.g. the Marion Council Development Plan requires a larger site area for detached dwellings than it does for semi-detached dwellings or row dwellings) and other dwelling layouts may not be suitable for the proposed allotments.

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

Administration Centre 245 Sturt Road, Sturt SA 5047  
Office Hours Monday to Friday - 8.30am to 5.00pm  
Electoral Office PO Box 21, Oaklands Park 5046



(2) The applicant is reminded to contact the Council when all of the Council's conditions have been complied with and accordingly, the Council will advise the Development Assessment Commission that it has no objection to the issue of a certificate pursuant to Section 51 of the Development Act.

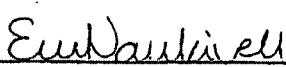
Appeal Rights:

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

Approval Timeframes:

(1) The proposed development must:

- receive full Development Approval within twelve (12) months of receiving Development Plan Consent; and
- be substantially commenced within twelve (12) months from the date full Development Approval is granted; and
- be completed within three (3) years of full Development Approval being granted, noting that the operative date of any consent or approval is subject to any appeal (where applicable) being finally determined.

Signed:	 Emily Nankivell Delegate
Date:	16/12/2014

Orig. **LF 12434523**

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4 of 4

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**LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA**

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

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
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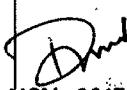
**BELOW THIS LINE FOR AGENT USE ONLY****AGENT CODE**Lodged by: **MOAN**Correction to: **MOAN**TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)1. **G 6039/616**

2. ....  
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PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

CORRECTION		PASSED  30 NOV 2015
FILED		
		REGISTRAR-GENERAL

TERMS OF INSTRUMENT NOT  
CHECKED IN LANDS TITLES OFFICE

**COMMUNITY TITLES ACT 1996**

**DEVELOPMENT CONTRACT**

**PLAN NO C40093**

**306L BERRIMA ROAD, SHEIDOW PARK**

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**1. Interpretation**

In the interpretation of this Development Contract unless the context shall otherwise require or admit:

**Act** means the *Community Titles Act 1996* as amended from time to time.

**Authority** means any Federal, State or Local government, governmental or semi-governmental, statutory, judicial, administrative or public person, instrumentality, department, commission or body established under a statute or charged with the administration of any State or Federal legislation or regulations thereunder.

**By-Laws** means the By-Laws filed in relation to the Community Plan.

**Common Property** means the Common Property defined in the Community Plan.

**Community Parcel** means the whole of the land comprised in the Community Plan.

**Community Plan** means the plan of community division in respect of which this Development Contract is filed, being Community Corporation Plan No. 40093.

**Corporation** means Community Corporation No. 40093, established in accordance with Part 9 of the Act when the Community Plan is deposited by the Registrar General in the Lands Titles Registration Office.

**Council** means the Corporation of the City of Marion.

**Developer** has the meaning given in Part 6 of the Act and includes Adrilleian Pty Ltd (ACN 167 796 894) and any related body corporate (as defined by the *Corporations Act 2001*) of the foregoing entity that is or becomes involved in the development of the land in the Community Plan, as the case may be.

**Development** means the development referred to in clause 4 of this Development Contract.

**Development Approval** means the development approval numbered DA 100/1988/2014 (DAC reference DA 100/C238/14) and any subsequent amendments to that approval or any further development approvals obtained by or on behalf of the Developer in relation to the Development.

**Lot or Lots** means one or more (as the context dictates) of the community lots to be created when the Community Plan is deposited by the Register-General in the Lands Titles Office.

**Scheme Description** means the scheme description filed with this Development Contract in relation to the Community Plan.

Except where otherwise appears words have the same meaning as are given in the Act.

**2. Important Notice**

This Development Contract contains details of a community scheme which is proposed to be developed on the Community Parcel. Interested parties are advised that the obligations contained

in this Development Contract may only be varied or terminated in accordance with the provisions of Sections 50, 69(8) or 70(8) of the Act.

- 2.1 This Development Contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the community scheme concerned. Attention is drawn in particular to the Scheme Description and By-Laws, which set out the management rules governing this community scheme, and which provide details of the rights and obligations of Lot owners under this community scheme and the manner in which the community scheme will be developed by the Developer.
- 2.2 Further particulars about details of the scheme are available at:
  - (a) the Council; and
  - (b) the Development Assessment Commission.
- 2.3 The terms of this Development Contract are binding on the Developer and any subsequent purchaser of Lots within the Community Parcel.

### 3. Description of Land

The land to be developed, and to which this Development Contract applies, is the whole of the Community Parcel and is known as 306L Berrima Road, Sheidow Park SA 5158, being allotment 3, Deposited Plan 76962 being the whole of the land comprised in Certificate of Title Register Book Volume 6039 Folio 616.

### 4. Description of Development

#### 4.1 General Description

- (a) The Community Parcel is to be divided into nine (9) Lots (Lots 1 - 9) and Common Property.
- (b) The Developer will also construct, or cause to be constructed, the following works:
  - (1) on the Lots - certain retaining walls, concrete upstands between Lots 5 and 6, 7 and 8 and 8 and 9 and certain earthworks necessary for the creation of future dwelling sites, and service infrastructure (but excluding any landscaping); and
  - (2) on the Common Property - a common road way and associated works for the provision of vehicular access to the Lots (excluding crossovers for vehicular access from the Lots to the Common Property), service infrastructure and landscaping;

in accordance with clauses 4.2 to 4.5 of this Development Contract and subject to the Development Approval and any subsequent development approvals granted by the relevant planning authority and as amended from time to time.

#### 4.2 Community Lots

- (a) Without limiting other subclauses within this clause 4, the Developer will construct or cause to be constructed any one or more of the following on or in the Lots (hereinafter collectively referred to as "the **Community Lot Works**"):
  - (1) Retaining walls;
  - (2) Concrete upstands between Lots 5 and 6, 7 and 8 and 8 and 9; and
  - (3) Earthworks (cut and fill) limited to the earthworks shown on the plan prepared by TMK Consulting Engineers numbered 1209021-C03/G titled "Bulk Earthworks Plan" stamped and approved on 9 October 2015 pursuant to the Dwelling and Works Approval, as necessary for the creation of future dwelling sites; and
  - (4) service infrastructure and connections as described in clause 4.4 - 4.5;
- (b) For the avoidance of doubt, the Developer will not complete certain other works on the Lots including, but not limited to:
  - (1) the planting or establishment of landscaping, garden areas or similar; and
  - (2) the removal of any existing trees;
  - (3) the construction of any fences, including fences atop retaining walls.
- (c) A pictorial representation of the design, dimensions, methods and materials of construction and external appearance of the Community Lot Works (insofar as they relate to the Lots) are shown in the plans and drawings annexed hereto and marked "Annexure 1" to this Development Contract.

#### 4.3 Common Property

- (a) Without limiting other subclauses within this clause 4 the Developer will construct or cause to be constructed any one or more of the following on or in the Common Property (hereinafter collectively referred to as "the **Common Property Works**"):
  - (1) Retaining walls and associated civil works including cut and fill;
  - (2) common vehicle manoeuvring areas and associated works;
  - (3) stormwater collection systems;
  - (4) service infrastructure and connections as described in clause 4.4 - 4.5;
  - (5) landscaping (the "**Common Property Landscaping**").
- (b) A pictorial representation of the design, dimensions, methods and materials of construction and external appearance of the Common Property Works (insofar as

the works shown relate to the Common Property) and the Common Property Landscaping are shown in the plans and drawings annexed hereto and marked "Annexure 2" and "Annexure 3" respectively, to this Development Contract.

**4.4 Electricity, Telephone and Gas and Other Services**

- (a) Gas, electricity and communications wiring are to be provided and installed by the Developer so that each Lot can be connected to gas, electricity and communications.
- (b) The electricity, communications, wiring and, gas and waste pipes are to be constructed underground within the Common Property and, where appropriate, through Lots.

**4.5 Water and Sewerage**

- (a) The Developer shall provide and install sewerage services and systems connected to SA Water's sewerage scheme.
- (b) Water, sewerage, stormwater and systems will be constructed by the Developer within the Common Property and the Lots.

**5. Development Approvals**

- 5.1** Stage 1 Development Approval Number 100/823/2014 ("Dwellings and Works Approval") has been obtained to enable the construction of various works including the Community Lot Works, the Common Property Works and the Common Property Landscaping as described in clause 4 of this Development Contract insofar as they are to be constructed by the Developer.
- 5.2** Various consents and approvals required under the *Development Act 1993* are yet to be obtained, or variations of the existing Dwellings and Works Approval are yet to be obtained for dwellings and any associated fencing, landscaping, car parking and the like on the Lots, which consents or approvals will be sought and implemented by the subsequent purchasers of the Lots and not the Developer.
- 5.3** The Developer shall not be liable for the failure of a subsequent purchaser of any Community Lot or Lots to obtain any required development approval for future development of a Community Lot as envisaged in clause 5.2, or for any other development of the Community Lot(s).
- 5.4** The obligations of the Developer under this Development Contract are expressly subject to and conditional upon the grant of:
  - (a) all required development approvals and the terms and conditions of such approvals; and
  - (b) the appropriate extensions of any such development approvals being granted pursuant to regulation 48(2) of the *Development Regulations 2008* as required by the Developer to complete the Community Lot Works, Common Property Works and Common Property Landscaping.

5.5 To the extent that any of the outstanding planning consents, or any required extensions of existing or outstanding development approvals pursuant to regulation 48(2) of the *Development Regulations 2008* cannot be obtained by the Developer so as to allow the Developer to proceed with the development of the Community Lots and Common Property, then the Developer's obligations under this Development Contract as they pertain to the development of the Community Lots and the Common Property are extinguished.

**6. Developer's Undertakings**

6.1 The Developer undertakes to the owners and occupiers from time to time of the Lots and to the Corporation that in carrying out the Development it will interfere as little as is reasonably practicable with the use and enjoyment by the owners and occupiers of the Lots and the Common Property.

6.2 The Developer undertakes to the owners and occupiers from time to time of the Lots and the Corporation that it will pay the reasonable costs of repairing any damage caused by the Developer to a Lot or to the Common Property or to any building or other property on any Lot or the Common Property in exercising its rights or discharging its obligations hereunder.

**7. Access to the Common Property or Lots**

The Developer proposes to obtain access to the Common Property and to the Lots by utilisation of the Common Property for that purpose, and by direct access to each Lot from the Common Property.

**8. Obligations of the Corporation and Owners and Occupiers of Lots**

The Corporation and the owners and occupiers from time to time of the Lots must allow the Developer:

8.1 reasonable access over and use of adjoining Lots or the Common Property to enable the Developer to fulfil the Developer's obligations under this Development Contract;

8.2 to install, use and provide to the Lots and Common Property the services referred to in clauses 4.4, 4.5 and any other services under, over and through the Lots and the Common Property as the Developer requires and deems appropriate in order to conduct and complete the Development;

8.3 to erect the necessary signs, fencing and anything else required under any statutory obligation to enable the Developer to complete the Developer's obligations under this Development Contract; and

8.4 to carry out any matter or thing, or construct or install any structure or service, which the Developer in its absolute discretion deems necessary or appropriate to conduct, construct and complete the Development.

**9. Hours of Development Work**

The Developer must cause the building work to be carried out on the Lots and Common Property by the Developer's workmen and contractors between Monday to Saturday of each week

between the hours of 7.00 am and 6.00 pm or such other hours for which approval has been obtained from the relevant Authority.

**10. Timing of Fulfilment of Developer's Obligations**

The Developer anticipates fulfilment of the Developer's obligations under this Development Contract by 9 October 2016, being 12 months after the grant of development approval to Stage 1 of the Dwellings and Works Approval.

**11. Standard of Work**

The standard of work to be performed and the materials to be used for the improvements is to be of a fair, average or such higher standard as the Developer in its absolute discretion may determine.

**12. Other Information Required by the Regulations**

No other information is required by the Regulations under the Act.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015

**Form 10**

Section 30(1)(ia), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

**Certificate as to preparation of scheme description, by-laws or development contract**

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the development contract.



Signature of person certifying

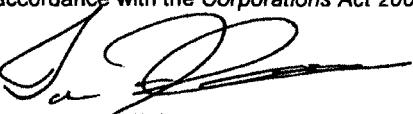
**THOMAS LANCELOT CROMATON**  
Name (please print)

**C/- ROTTEN LEVINSON  
140 SOUTH TCE, ADELAIDE SA 5000**  
Certifying person's address

## Signing Page

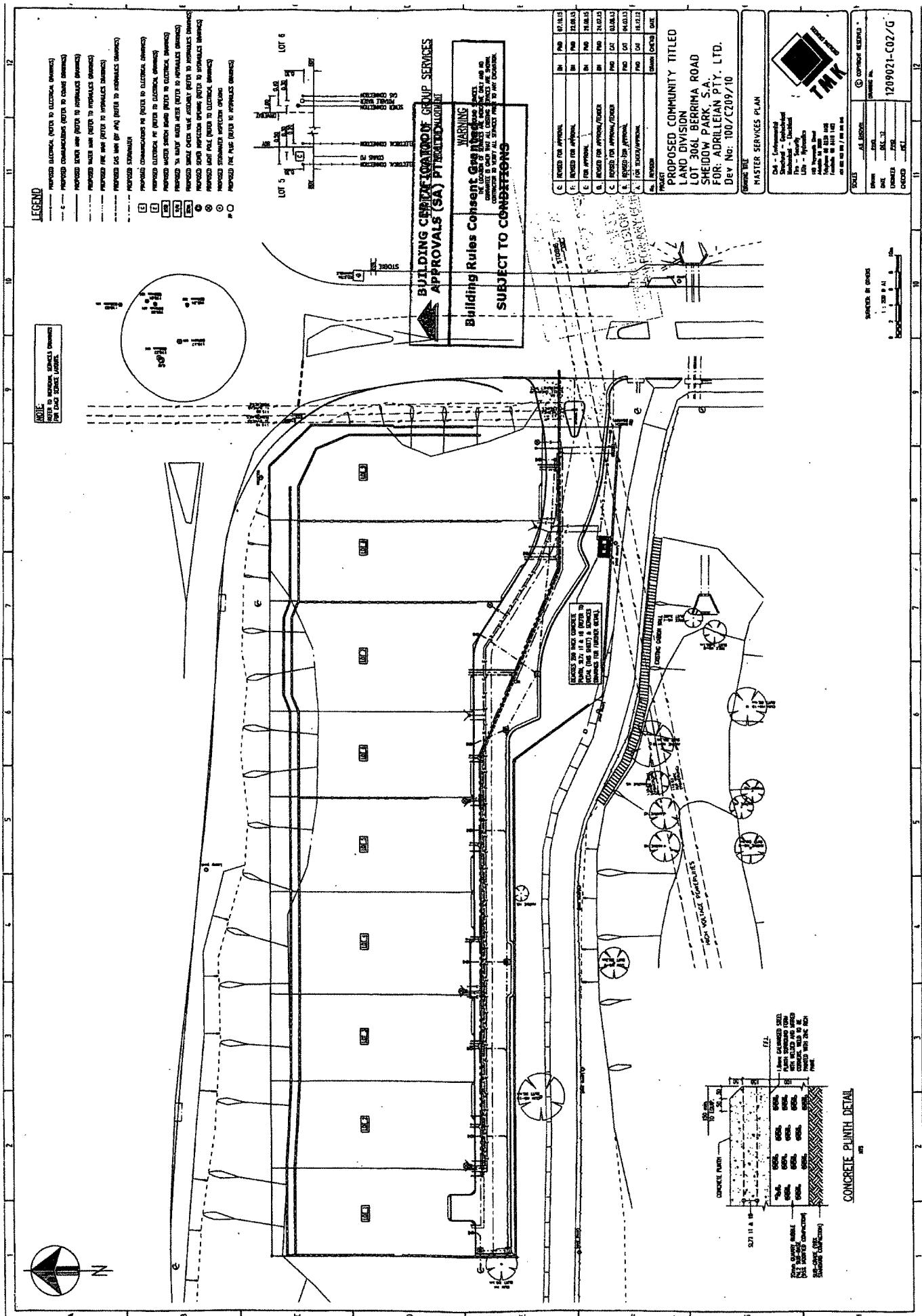
Executed as a Development Contract pursuant to the *Community Titles Act 1996*

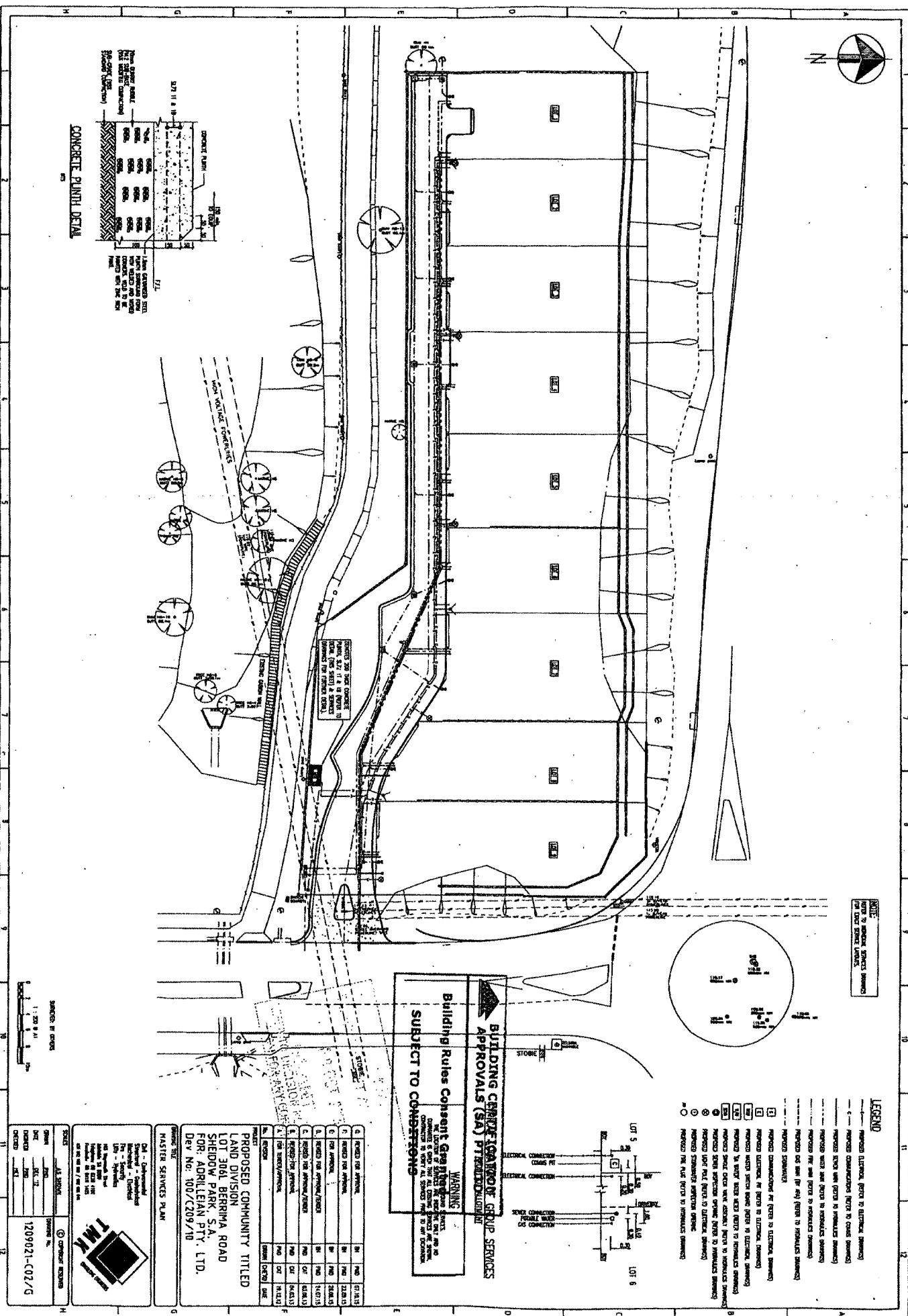
Executed by Adrilleian Pty Ltd (ACN 167 796 894)  
in accordance with the *Corporations Act 2001*:

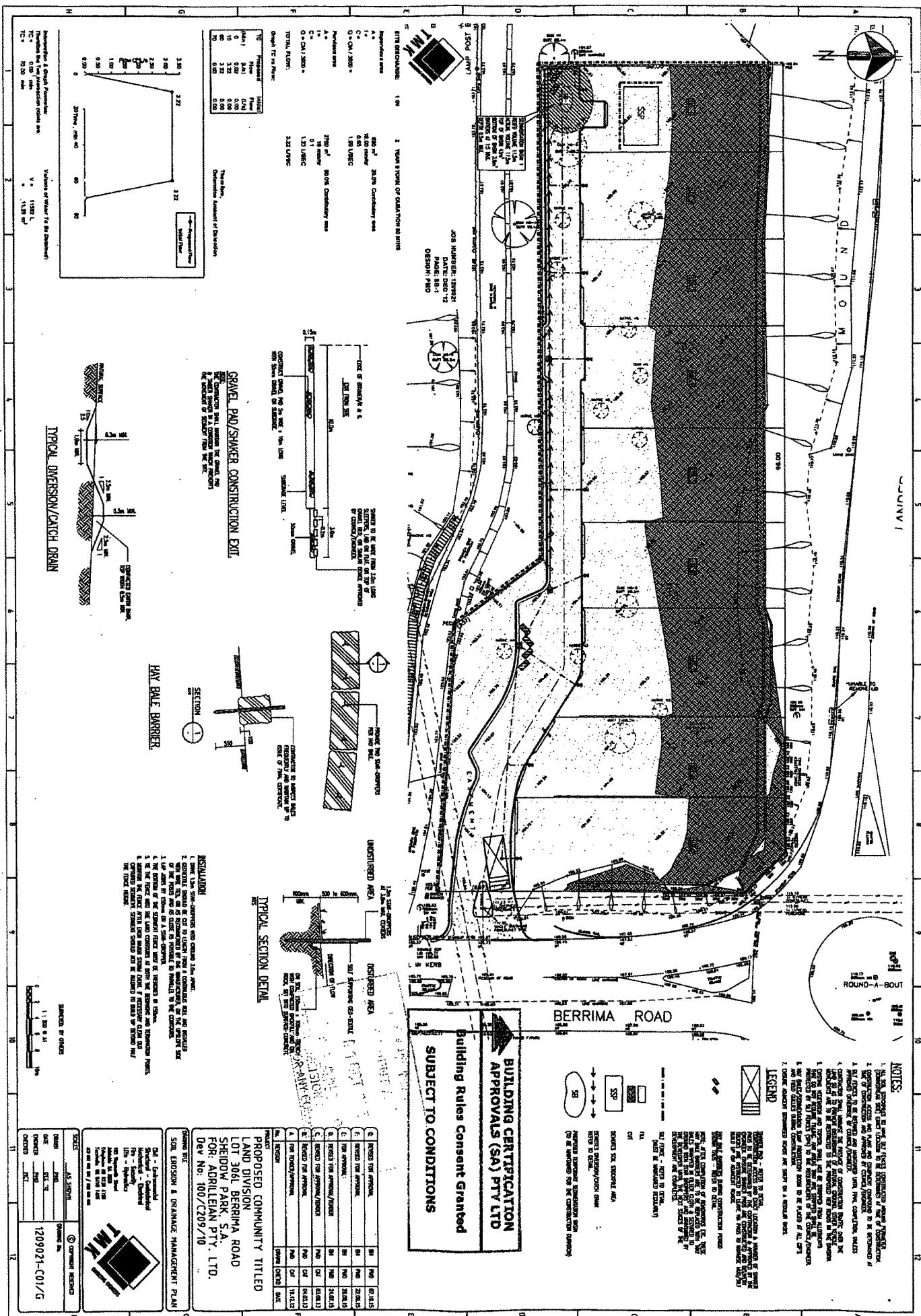
  
Sole Director ..... Director/Company Secretary

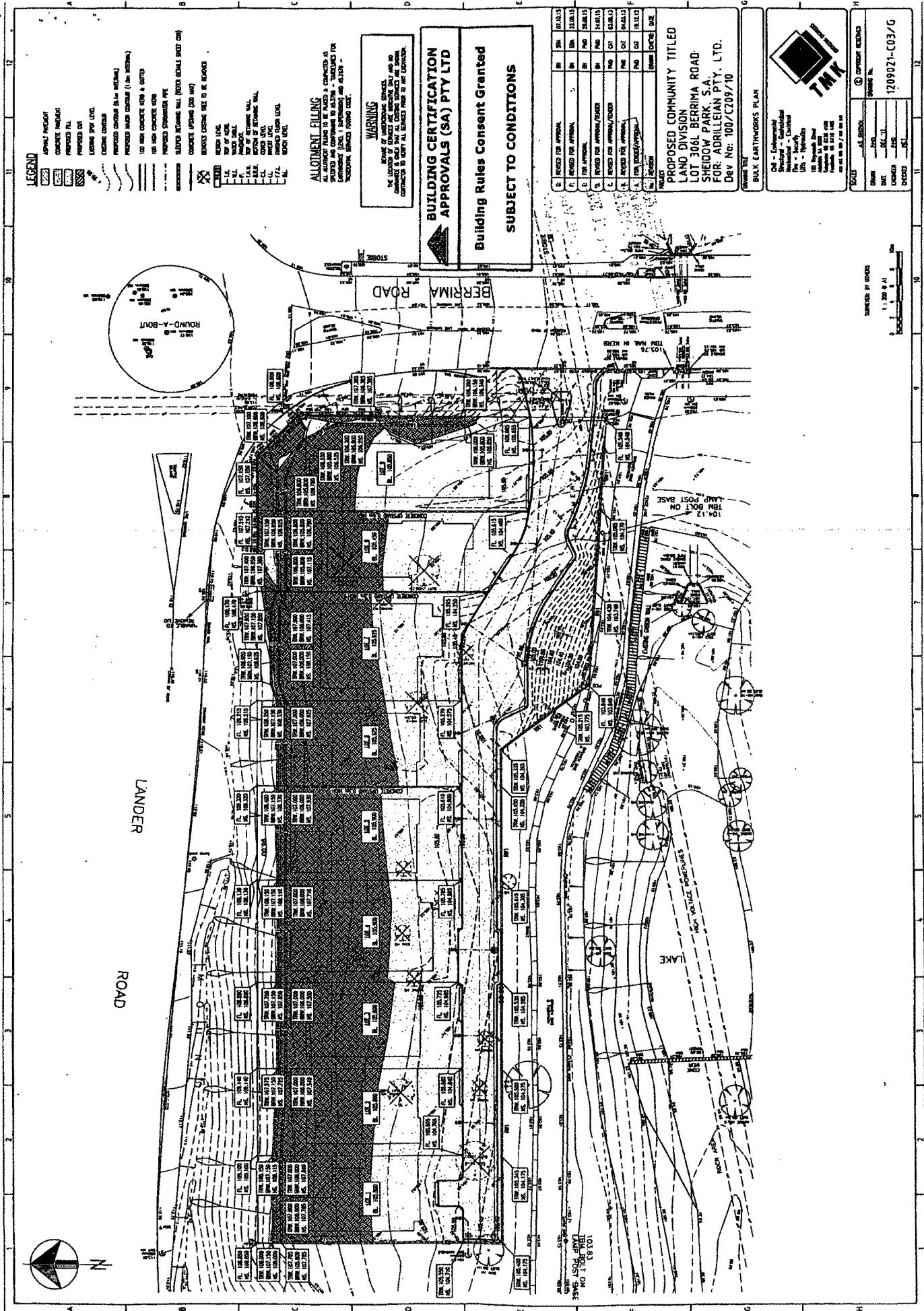
  
Name (please print) ..... Name (please print)

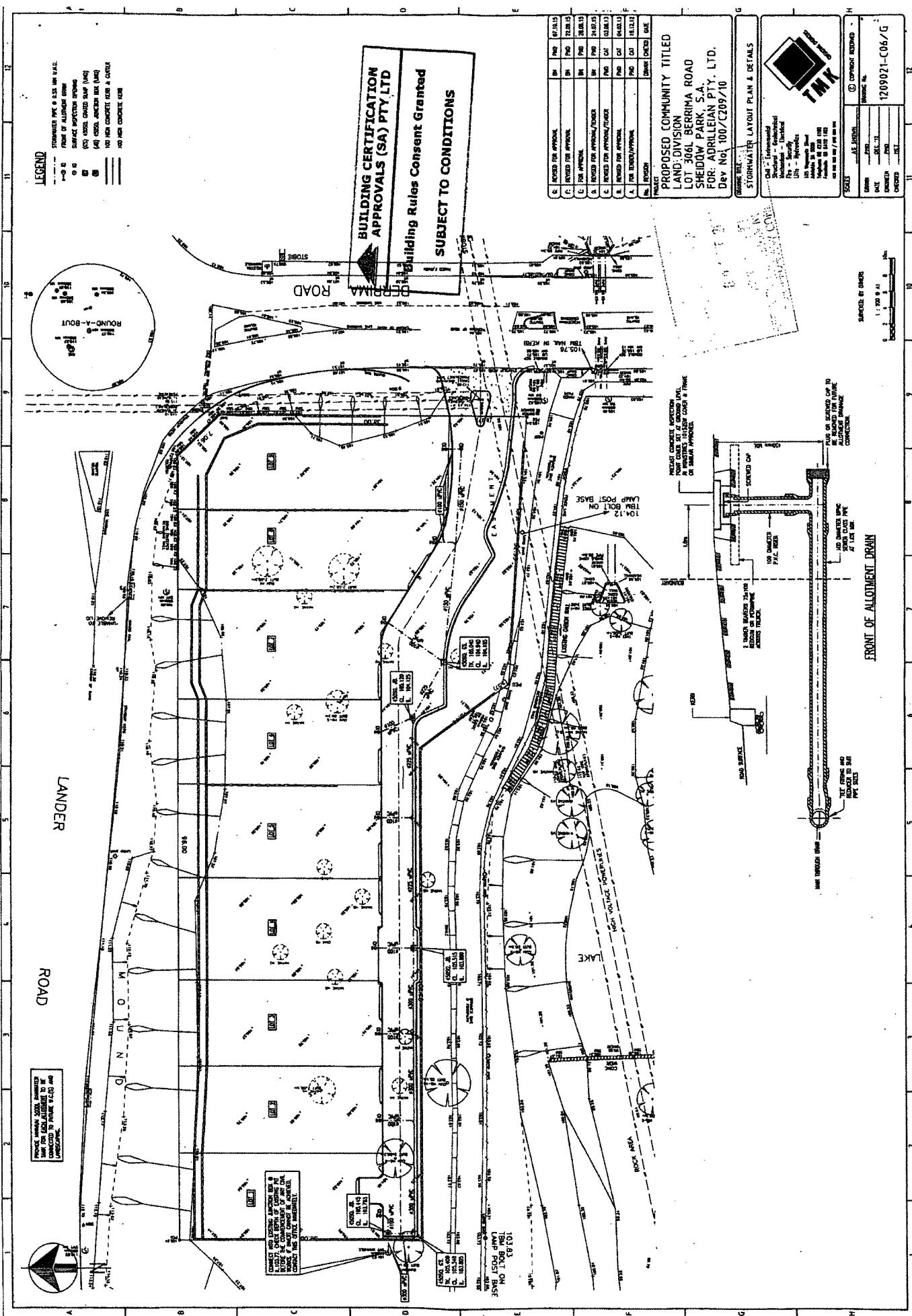


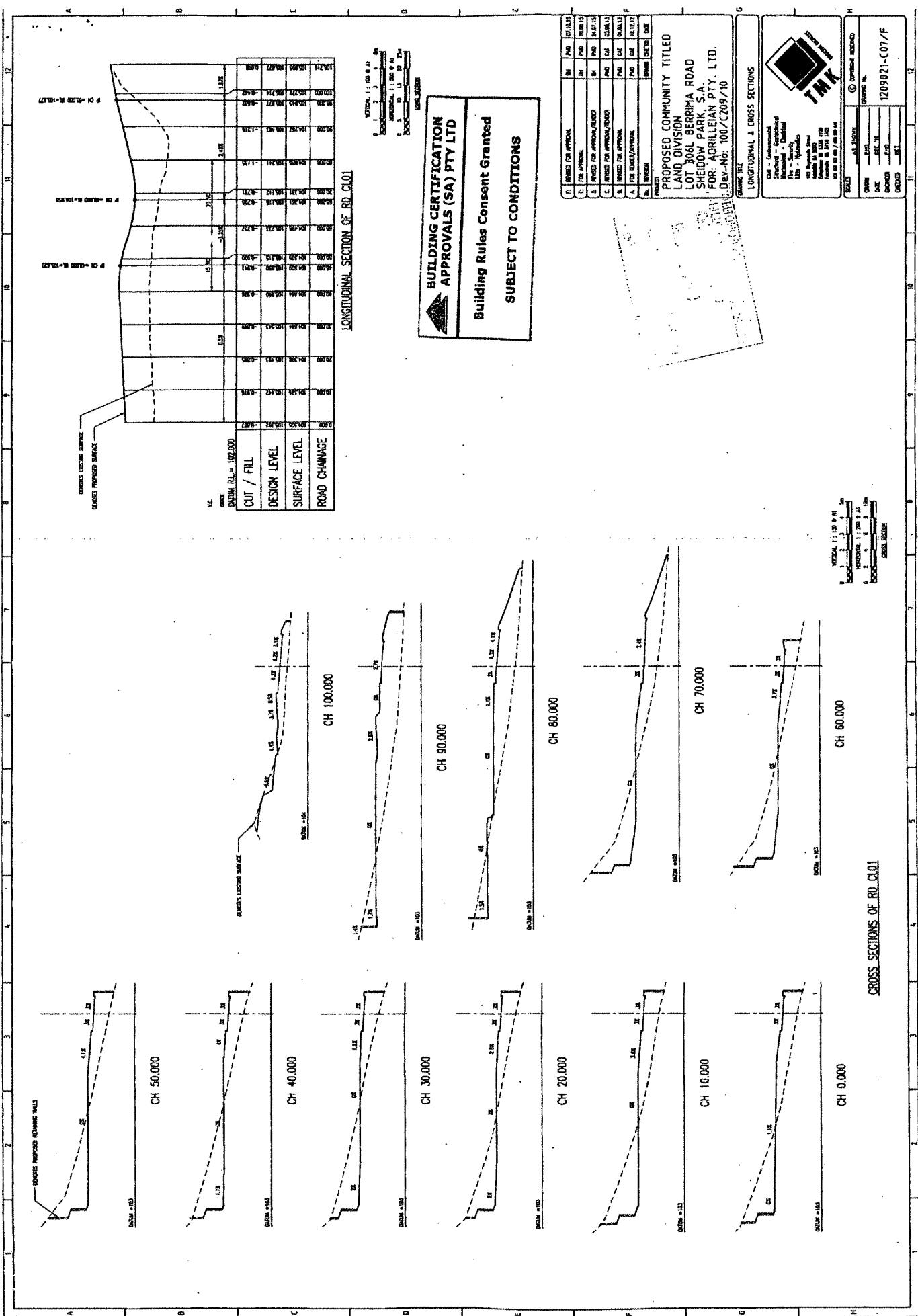














REINFORCED WALL (PDS) SCHEDULE FOR 1000' LENGTH @ 2000 °F TYPICAL WALL REINFORCING					
TYPE	WALL HEIGHT (feet)	FEET OF REIN.	FEET OF REIN.	FEET OF REIN.	FEET OF REIN.
S	500mm	400mm	400mm	400mm	400mm
S	1000mm	800mm	800mm	800mm	800mm
L	500mm	400mm	400mm	400mm	400mm
L	1000mm	800mm	800mm	800mm	800mm
S	500mm	400mm	400mm	400mm	400mm
L	500mm	400mm	400mm	400mm	400mm
L	1000mm	800mm	800mm	800mm	800mm
S	500mm	400mm	400mm	400mm	400mm
L	500mm	400mm	400mm	400mm	400mm

**SUBJECT TO CONDITIONS**

	INVESTOR FOR APPROVAL	IN	SA	OF
E.	INVESTOR FOR APPROVAL	IN	SA	22
F.	INVESTOR FOR APPROVAL	IN	SA	22
RE.	INVESTOR	INVESTOR	INVESTOR	22

**PROJECT** PROPOSED COMMUNITY TITLED  
LAND DIVISION  
LOT 3061 BERRIMA ROAD  
SHEDDOW PARK, S.A.  
FOR: ADRIELLE PY. LTD.  
REF. NO: 1004/2709/10

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### TIPIAL CONCRETE SLEEPER RETAINING WALL SECTION (RM2)

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III

Typical Concrete Sleeper Retaining Wall Section (RW3)

THE SPANISH TRADITION IN THE 20TH CENTURY

CIV. DEPTHS 7

Gesellschaft

Mechanical - Electrical  
Fire - Security  
Units - Hydraulics

TMK

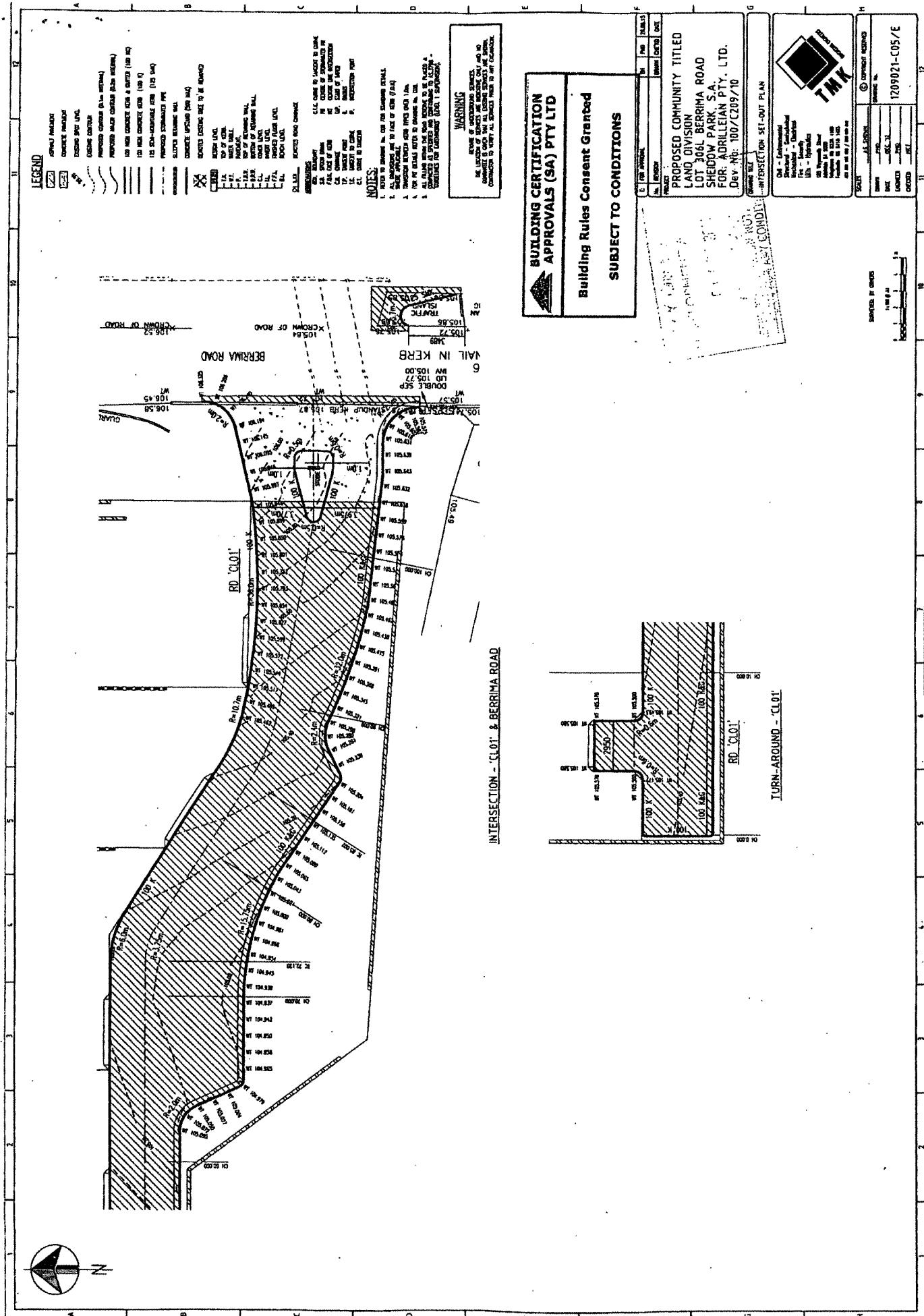
© Department for

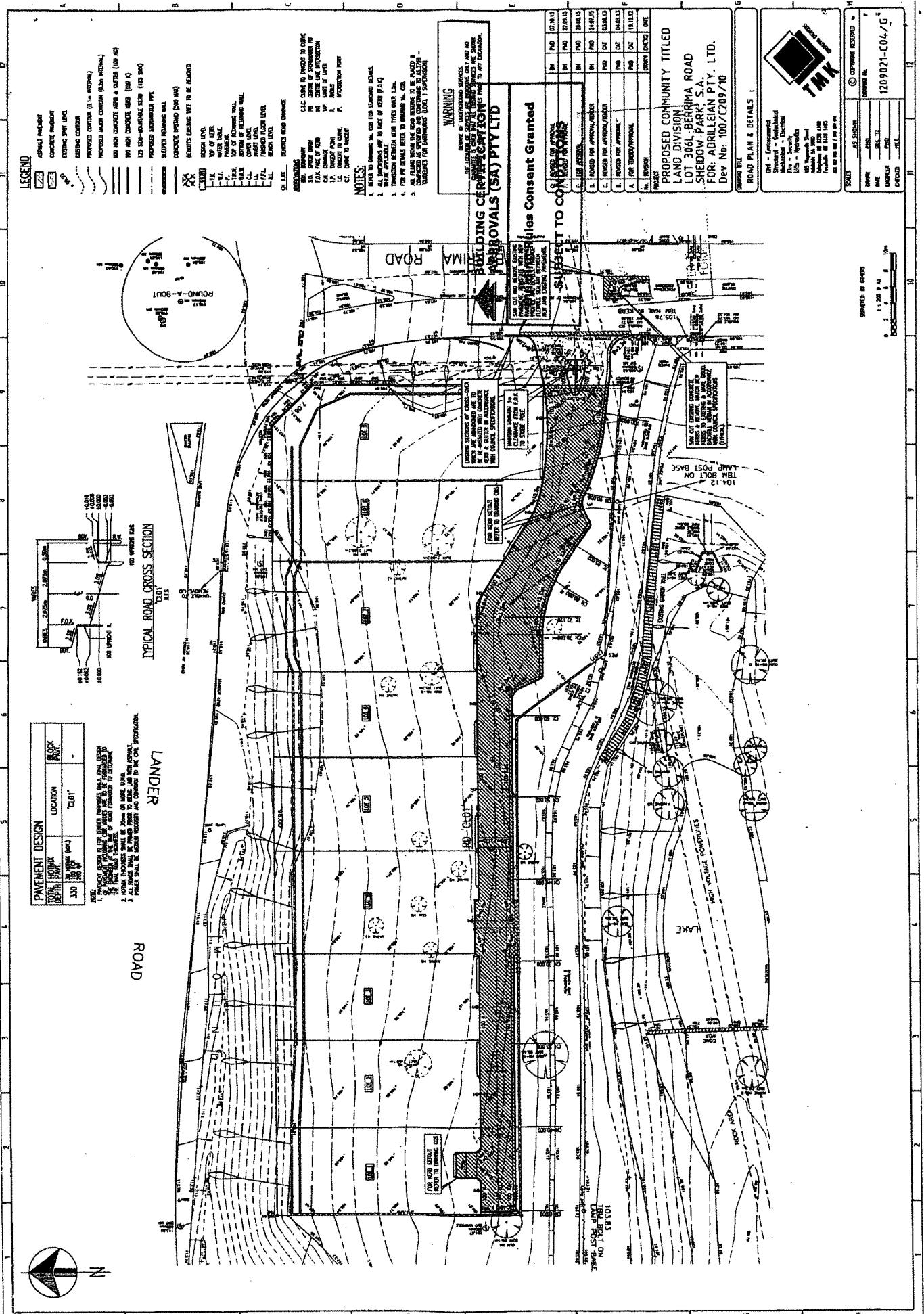
DRUGS  
DRUGS NO. 12008021-500

12/15/21-12/21/21

Development Contract  
Development No. 100/C238/14

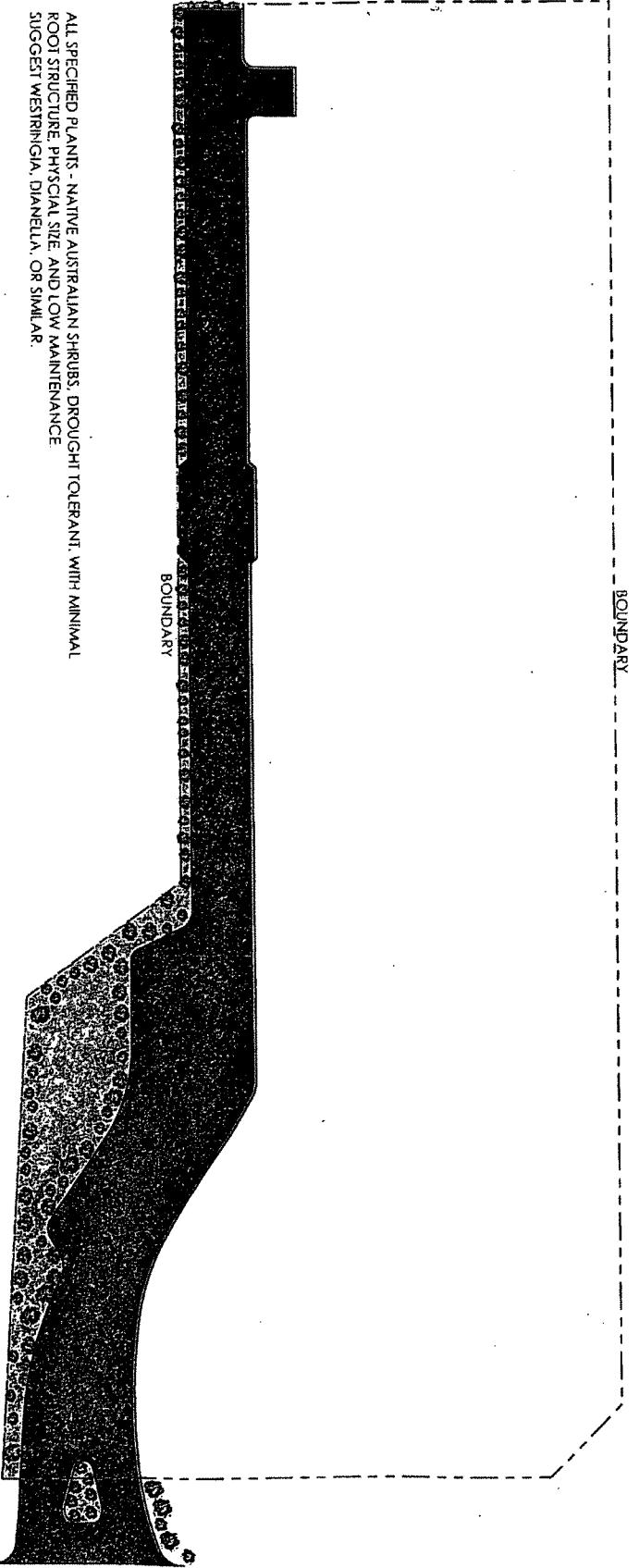
**ANNEXURE 2 - PICTORIAL REPRESENTATION  
OF COMMON PROPERTY WORKS**





Development Contract  
Development No. 100/C238/14

**ANNEXURE 3 PICTORIAL REPRESENTATION  
OF COMMON PROPERTY LANDSCAPING**

 <b>PAPER CRANE</b> DESIGN STUDIO		<b>PROPOSED LANDSCAPING PLAN</b> <small>scale: 1:300 @ A3</small>	
<b>client  </b> ADRIELIAN PTY LTD <b>project  </b> PROPOSED RESIDENTIAL DEVELOPMENT <b>site address  </b> LOT 3 BERRIMA ROAD SHERIDOW PARK, SA	<b>title  </b> LANDSCAPE PLAN <b>drawing no.  </b> SPL101 <b>revision  </b> <b>sheet no.  </b> 1	<b>date  </b> 13/1/15 <b>drawn  </b> SCOTT BERWICK <b>scale  </b> 1:300 <b>sheet size  </b> A3	<b>boundary</b> 
<p>ALL SPECIFIED PLANTS - NATIVE AUSTRALIAN SHRUBS, DROUGHT TOLERANT, WITH MINIMAL ROOT STRUCTURE, PHYSICAL SIZE, AND LOW MAINTENANCE. SUGGEST WESTRINGIA, DIANELLA, OR SIMILAR.</p> <p><b>NOTICE:</b> THIS DRAWING IS THE PROPERTY OF PAPER CRANE DESIGN STUDIO. NOT TO BE COPIED, MODIFIED OR ISSUED WITHOUT WRITTEN CONSENT FROM PAPER CRANE DESIGN STUDIO. MEASUREMENTS NOT TO BE TAKEN FROM DRAWINGS. ALL MEASUREMENTS, CALCULATIONS, AND SCALES TO BE TAKEN ON SITE. NOTIFICATION MUST BE MADE TO BUILDING DESIGNER AND CLIENT IN THE CASE OF ANY CHANGES OR REQUIREMENTS, PRIOR TO IMPLEMENTATION.</p>			

**Building Indemnity Insurance  
Certificate of Insurance**

Policy Number 600071777BWI-430

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



SCOTT JANSEN  
13 ST VINCENT CL  
ABERFOYLE PARK 5159

**Name of Intermediary**  
AON / HIA INS. SVCS. P/L SA  
PO BOX 131  
WELLAND SA 5007

**Account Number**  
60BWAON00  
**Date Issued**  
24/11/2019

### Policy Schedule Details

#### Certificate in Respect of Insurance

##### Domestic Building Contract

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

<b>In Respect of</b>	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
<b>At</b>	JOB# 63320 LOT 9, 1/25 BERRIMA ROAD SHEIDOW PARK SA 5158
<b>Carried Out By</b>	BUILDER WEEKS PEACOCK QUALITY HOMES PT ABN: 97 008 087 278
<b>Declared Contract Price</b>	\$246,786.00
<b>Contract Date</b>	19/11/2019
<b>Builders Registration No.</b>	UBLD10238
<b>Building Owner / Beneficiary</b>	SCOTT JANSEN

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

##### For and behalf of

QBE Insurance (Australia) Limited.

#### IMPORTANT NOTICE:

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