

MAGAIN

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate
Shop 2, Happy Valley Shopping Centre, 50 Kenihans Road Happy Valley SA 5159
Tel: 08 8322 6111 Fax: 08 8322 5522 Agent No: 222182

FORM 1 - Vendor's Statement

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

Contents

- Preliminary
- Part A – Parties and land
- Part B – Purchaser's cooling off rights and proceeding with the purchase
- Part C – Statement with respect to required particulars
- Part D – Certificate with respect to prescribed inquiries by registered agent
- Schedule



Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

means the Part, Division, particulars or item may not be applicable.

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

* means strike out or omit the option that is not applicable.

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

STEFAN MATEUSZ GRZECZKOWSKI

Address:

Unit 11/1704 Main South Road, O'Halloran Hill SA 5158

4 Vendor's registered agent:

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate

Address:

Shop 2, Happy Valley Shopping Centre, 50 Kenihans Road Happy Valley SA 5159

5 Date of contract (if made before this statement is served):

6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at Unit 11/1704 Main South Road, O'Halloran Hill SA 5158 and being whole of the land in Certificate of Title Volume 6250 Folio 436 and being whole of Lot 20 on Primary Community Plan 42322 in the Area named O'Halloran Hill in the Hundred of Noarlunga

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

To the purchaser:

Right to cool-off (section 5)

1 – Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS–

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2 – Time for service

The cooling-off notice must be served–

- (a) if this form is served on you before the making of the contract– before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract– before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3 – Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 – Methods of service

The cooling-off notice must be–

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

Unit 11/1704 Main South Road, O'Halloran Hill SA 5158

(being the vendor's last known address); or

- (c) transmitted by fax or email to the following fax number or email address:

danielle@magain.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

Shop 2, Happy Valley Shopping Centre, 50 Kenihans Road Happy Valley SA 5159

(being *the agent's address for service under the *Land Agents Act 1994*/~~an address nominated by the agent to you for the purpose of service of the notice~~).

Note–

Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that –

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing; or
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 – Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than–

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

**PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS
(section 7(1))**

To the purchaser:

*I / ~~We~~,

STEFAN MATEUSZ GRZECZKOWSKI

of

Unit 11/1704 Main South Road, O'Halloran Hill SA 5158

being the ~~*vendor(s)/person authorised to act on behalf of the vendor(s)~~ in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date: _____ Signed: _____

Date: _____ Signed: _____

**PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT
(section 9)**



To the purchaser:

I,

Danielle Comer

certify ~~*that the responses/that, subject to the exceptions stated below, the responses~~ to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions:

NIL

Date: _____ Signed: _____

~~*Vendor's agent / Purchaser's agent
*Person authorised to act on behalf of *Vendor's agent / Purchaser's agent~~

SCHEDULE – DIVISION 1**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND**

(section 7(1)(b))

Note –

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless—

- (a) there is an attachment to this statement and –
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance –
 - (i) is 1 of the following items in the table:
 - (A) under the heading 1. General –
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges –
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE " or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of–

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

which must be retained as part of this statement whether applicable or not.]

*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

Column 1	Column 2	Column 3
1. General		
<p>1.1 Mortgage of land</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE - VOLUME 6250 FOLIO 436</p> <p>Number of mortgage (if registered): 13494174</p> <p>Name of mortgagee: MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
<p>1.2 Easement (whether over the land or annexed to the land)</p> <p>Note - "Easement" includes rights of way and party wall rights.</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <ul style="list-style-type: none"> - PROPERTY INTEREST REPORT (PAGE 12) - CERTIFICATE OF TITLE - VOLUME 6250 FOLIO 436 - COMMUNITY PLAN 42322 <p>Description of land subject to easement:</p> <ul style="list-style-type: none"> - PORTION OF THE LAND IN CT-6250/436 - SUBJECT TO EASEMENT(S) OVER THE LAND MARKED F ON C42322 TO THE MINISTER FOR INFRASTRUCTURE (T 4193301) - SUBJECT TO EASEMENT(S) OVER THE LAND MARKED G ON C42322 FOR DRAINAGE PURPOSES (RTC 13414664) - TOGETHER WITH EASEMENT(S) OVER PORTION OF ALLOTMENT 2 (RESERVE) MARKED C ON F256385 (TG 13457645) - TOGETHER WITH EASEMENT(S) OVER PORTION OF ALLOTMENT 73 MARKED B AND C ON F256385 (TG 13457646) - TOGETHER WITH EASEMENT(S) OVER PORTION OF ALLOTMENT 74 MARKED D ON F256385 (TG 13457647) <p>Nature of easement:</p> <ul style="list-style-type: none"> - STATUTORY EASEMENT TO SA POWER NETWORKS - SUBJECT TO EASEMENT(S) OVER THE LAND MARKED F ON C42322 TO THE MINISTER FOR INFRASTRUCTURE (T 4193301) - SUBJECT TO EASEMENT(S) OVER THE LAND MARKED G ON C42322 FOR DRAINAGE PURPOSES (RTC 13414664) - TOGETHER WITH EASEMENT(S) OVER PORTION OF ALLOTMENT 2 (RESERVE) MARKED C ON F256385 (TG 13457645) - TOGETHER WITH EASEMENT(S) OVER PORTION OF ALLOTMENT 73 MARKED B AND C ON F256385 (TG 13457646) - TOGETHER WITH EASEMENT(S) OVER PORTION OF ALLOTMENT 74 MARKED D ON F256385 (TG 13457647) <p>Are you aware of any encroachment on the easement? NO</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>

Column 1	Column 2	Column 3
<p>1.3 Restrictive covenant</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">N/A</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p>Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	<p style="text-align: right;"><input type="checkbox"/></p> <p style="text-align: right;">YES/NO</p> <p style="text-align: right;">YES/NO</p>
<p>1.4 Lease, agreement for lease, tenancy agreement or licence</p> <p>(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.)</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">N/A</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p>Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc: From: To:</p> <p>Amount of rent or licence fee: per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):</p>	<p style="text-align: right;"><input type="checkbox"/></p> <p style="text-align: right;">YES/NO</p> <p style="text-align: right;">YES/NO</p>
<p>5. Development Act 1993 (repealed)</p>		
<p>5.1 section 42 - Condition (that continues to apply) of a development authorisation</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p>Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): CITY OF MARION COUNCIL SEARCH (DEVELOPMENT APPROVALS 100/2020/1242, 100/2017/2356, 100/2014/1071) Condition(s) of authorisation: REFER TO DEVELOPMENT APPROVALS 100/2020/1242, 100/2017/2356, 100/2014/1071 (ATTACHED TO COUNCIL SEARCH)</p>	<p style="text-align: right;"><input checked="" type="checkbox"/></p> <p style="text-align: right;">NO</p> <p style="text-align: right;">YES</p>

Column 1	Column 2	Column 3
5.6 section 57 - Land management agreement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> LAND MANAGEMENT AGREEMENTS 13143926 & 13143927</p> <p>Date of agreement: REFER TO LAND MANAGEMENT AGREEMENTS 13143926 & 13143927</p> <p>Names of parties: REFER TO LAND MANAGEMENT AGREEMENTS 13143926 & 13143927</p> <p>Terms of agreement: REFER TO LAND MANAGEMENT AGREEMENTS 13143926 & 13143927</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>

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 1967</i> (repealed)	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of condition(s):</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
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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	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF EMERGENCY SERVICES LEVY</p> <p>Date of notice: 19/01/2026</p> <p>Amount of levy payable: \$ 0.00</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
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19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF LAND TAX</p> <p>Date of notice, order or demand: 19/01/2026</p> <p>Amount payable (as stated in the notice): \$ 0.00</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
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Column 1	Column 2	Column 3
21. Local Government Act 1999		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>LOCAL GOVERNMENT RATES SEARCH</p> <p>Date of notice, order etc:</p> <p>Monday, 19 January 2026</p> <p>Name of council by which, or person by whom, notice, order etc is given or made:</p> <p>CITY OF MARION</p> <p>Land subject thereto:</p> <p>Lot: 20 CP: 42322 CT: 6250/436</p> <p>Property Address: 11/1704 Main South Road O'HALLORAN HILL 5158</p> <p>Nature of requirements contained in notice, order etc:</p> <p>PAYMENT OF COUNCIL RATES</p> <p>Time for carrying out requirements:</p> <p>REFER TO LOCAL GOVERNMENT RATES SEARCH</p> <p>Amount payable (if any):</p> <p>\$ 704.00</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>

Column 1	Column 2	Column 3
29. Planning, Development and Infrastructure Act 2016		

Column 1	Column 2	Column 3
<p>29.1 Part 5 - Planning and Design Code</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>- CITY OF MARION COUNCIL SEARCH (& SECTION 7 REPORT)</p> <p>- PROPERTY INTEREST REPORT (29.)</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Zones</p> <p>Hills Neighbourhood (HN)</p> <p>Subzones</p> <p>No</p> <p>Zoning overlays</p> <p>Overlays</p> <p>Airport Building Heights (Regulated) (All structures over 30 metres)</p> <p>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.</p> <p>Affordable Housing</p> <p>The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.</p> <p>Hazards (Flooding - Evidence Required)</p> <p>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.</p> <p>Major Urban Transport Routes</p> <p>The Major Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along major urban transport routes.</p> <p>Prescribed Wells Area</p> <p>The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.</p> <p>Regulated and Significant Tree</p> <p>The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.</p> <p>Stormwater Management</p> <p>The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.</p> <p>Traffic Generating Development</p> <p>The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.</p> <p>Urban Tree Canopy</p> <p>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.</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>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?</p> <p>NO</p> <p>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?</p> <p>YES</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>

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

Column 1	Column 2	Column 3
	<p>Note- For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	
<p>29.2 section 127 - Condition (that continues to apply) of a development authorisation</p> <p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p>29.9 section 192 or 193 - Land management agreement</p>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): LAND MANAGEMENT AGREEMENTS 13143926 & 13143927</p> <p>Date of agreement: REFER TO LAND MANAGEMENT AGREEMENTS 13143926 & 13143927</p> <p>Names of parties: REFER TO LAND MANAGEMENT AGREEMENTS 13143926 & 13143927</p> <p>Terms of agreement: REFER TO LAND MANAGEMENT AGREEMENTS 13143926 & 13143927</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
34. Water Industry Act 2012		
<p>34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement</p>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): SA WATER CERTIFICATE</p> <p>Date of notice or order: 19/1/2026</p> <p>Name of person or body who served notice or order: SA WATER</p> <p>Amount payable (if any) as specified in the notice or order: REFER TO SA WATER CERTIFICATE</p> <p>Nature of other requirement made (if any) as specified in the notice or order: PAYMENT OF SA WATER RATES AND CHARGES</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

Particulars relating to community lot (including strata lot) or development lot



1 Name of community corporation:

COMMUNITY CORPORATION 42322 INC.

Address of community corporation:

1700-1704 MAIN SOUTH ROAD, O'HALLORAN HILL SA 5158

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4.

Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the community corporation or known to the vendor:

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):

ADMIN FUND LEVY \$189.19

SINKING FUND LEVY \$2.70

REFER TO STRATA DOCUMENTS FOR FURTHER INFORMATION

(b) particulars of assets and liabilities of the community corporation:

REFER TO STRATA DOCUMENTS FOR FURTHER INFORMATION

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:

REFER TO STRATA DOCUMENTS FOR FURTHER INFORMATION

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

REFER TO STRATA DOCUMENTS FOR FURTHER INFORMATION

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

540 : 10000

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee

~~*for the 2 years preceding this statement/since the deposit of the community plan;~~

(*Strike out or omit whichever is the greater period)

YES

(b) a copy of the statement of accounts of the community corporation last prepared;

YES

(c) a copy of current policies of insurance taken out by the community corporation.

YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]

5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

6 The following documents are enclosed:

(a) a copy of the scheme description (if any) and the development contract (if any);

(b) a copy of the by-laws of the community scheme.

~~7 The following additional particulars are known to the vendor or have been supplied by the community corporation:~~

8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name:

STRATA DATA

Address:

P: 08 8372 2777

647 PORTRUSH RD, GLEN OSMOND SA 5064

Note—

- (1) A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
- (2) Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- (3) All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
- (4) For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

Particulars of building indemnity insurance



Note—

Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

- 1 Name(s) of person(s) insured:
REFER TO BUILDING INDEMNITY INSURANCE CERTIFICATE (ATTACHED TO CITY OF MARION COUNCIL SEARCH)
- 2 Name of insurer:
REFER TO BUILDING INDEMNITY INSURANCE CERTIFICATE (ATTACHED TO CITY OF MARION COUNCIL SEARCH)
- 3 Limitations on the liability of the insurer:
REFER TO BUILDING INDEMNITY INSURANCE CERTIFICATE (ATTACHED TO CITY OF MARION COUNCIL SEARCH)
- 4 Name of builder:
REFER TO BUILDING INDEMNITY INSURANCE CERTIFICATE (ATTACHED TO CITY OF MARION COUNCIL SEARCH)
- 5 Builder's licence number:
REFER TO BUILDING INDEMNITY INSURANCE CERTIFICATE (ATTACHED TO CITY OF MARION COUNCIL SEARCH)
- 6 Date of issue of insurance:
REFER TO BUILDING INDEMNITY INSURANCE CERTIFICATE (ATTACHED TO CITY OF MARION COUNCIL SEARCH)
- 7 Description of insured building work:
REFER TO BUILDING INDEMNITY INSURANCE CERTIFICATE (ATTACHED TO CITY OF MARION COUNCIL SEARCH)

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

If **YES**, give details:

(a) Date of the exemption:

(b) Name of builder granted the exemption:

(c) Licence number of builder granted the exemption:

(d) Details of building work to which the exemption applies:

(e) Details of conditions (if any) to which the exemption is subject:

**SCHEDULE - DIVISION 3****COMMUNITY LOTS AND STRATA UNITS****Matters to be considered in purchasing a community lot or strata unit**

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused. Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments - voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

the above being identified by pages numbered 1 to 18 inclusive, together with the following annexures and supporting documents (if any):

FORM 3 Buyers Information Notice

- CERTIFICATE OF TITLE-6250/436

- PROPERTY INTEREST REPORT

- COMMUNITY PLAN 42322

- CITY OF MARION COUNCIL SEARCH

- LAND MANAGEMENT AGREEMENTS 13143926 & 13143927

- LOCAL GOVERNMENT RATES SEARCH

- CERTIFICATE OF EMERGENCY SERVICES LEVY

- CERTIFICATE OF LAND TAX

- SA WATER CERTIFICATE

- BUILDING INDEMNITY INSURANCE CERTIFICATE

- STRATA DOCUMENTS

- 13460401 BY-LAWS

- 13460402 SCHEME DESCRIPTION

- 13460403 DEVELOPMENT CONTRACT

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

Land and Business (Sale and Conveyancing) Act 1994 - section 13A

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services (CBS) recommends you check the website: www.cbs.sa.gov.au.

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **cracking** or **salt damp**? Have the **wet areas** been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring**, **gas installation**, **plumbing** and **appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool** and/or **spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?



Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant trees** on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (e.g. electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there **water taps** outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit www.cbs.sa.gov.au

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have, we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.



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 6250 Folio 436

Parent Title(s) CT 6250/237
Creating Dealing(s) ACT 13460400
Title Issued 09/02/2021 Edition 2 Edition Issued 06/04/2021

Estate Type

FEE SIMPLE

Registered Proprietor

STEFAN MATEUSZ GRZECZKOWSKI
OF 15 LIMBERT AVENUE SEACOMBE GARDENS SA 5047

Description of Land

LOT 20 PRIMARY COMMUNITY PLAN 42322
IN THE AREA NAMED O'HALLORAN HILL
HUNDRED OF NOARLUNGA

Easements

SUBJECT TO EASEMENT(S) OVER THE LAND MARKED F ON C42322 TO THE MINISTER FOR INFRASTRUCTURE (T 4193301)

SUBJECT TO EASEMENT(S) OVER THE LAND MARKED G ON C42322 FOR DRAINAGE PURPOSES (RTC 13414664)

TOGETHER WITH EASEMENT(S) OVER PORTION OF ALLOTMENT 2 (RESERVE) MARKED C ON F256385 (TG 13457645)

TOGETHER WITH EASEMENT(S) OVER PORTION OF ALLOTMENT 73 MARKED B AND C ON F256385 (TG 13457646)

TOGETHER WITH EASEMENT(S) OVER PORTION OF ALLOTMENT 74 MARKED D ON F256385 (TG 13457647)

Schedule of Dealings

Dealing Number	Description
13143926	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
13143927	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
13494174	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title NIL
Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
05/02/2021	13460401	BY-LAWS	FILED

05/02/2021	13460402	SCHEME DESCRIPTION	FILED
05/02/2021	13460403	DEVELOPMENT CONTRACT	FILED
Registrar-General's Notes	NIL		
Administrative Interests	NIL		

Property Interest Report

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

Title Reference	CT 6250/436	Reference No. 2747204
Registered Proprietors	S M*GRZECZKOWSKI	Prepared 16/01/2026 14:42
Address of Property	Unit 11, 1704 MAIN SOUTH ROAD, O'HALLORAN HILL, SA 5158	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

- | | | |
|------|--|---|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply

also

Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|---|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed)</i> , the <i>City of Adelaide Development Control Act, 1976 (repealed)</i> , the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1967 (repealed)</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 |
|-----|---|---|

(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 www.revenuesaonline.sa.gov.au |
|-----|---------------------------------|---|

8. Environment Protection Act 1993

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9. <i>Fences Act 1975</i>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. <i>Fire and Emergency Services Act 2005</i>		
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11. <i>Food Act 2001</i>		
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13. <i>Heritage Places Act 1993</i>		
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 36 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14. <i>Highways Act 1926</i>		
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15. <i>Housing Improvement Act 1940 (repealed)</i>		
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16. <i>Housing Improvement Act 2016</i>		

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title
17. Land Acquisition Act 1969		
17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
18. Landscape South Australia Act 2019		
18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

Act

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

19. **Land Tax Act 1936**

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | <p>A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au</p> |
|------|---|---|

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

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

21. **Local Government Act 1999**

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

22. **Local Nuisance and Litter Control Act 2016**

- | | | |
|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--|---|

23. **Metropolitan Adelaide Road Widening Plan Act 1972**

- | | | |
|------|--|---|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
|------|--|---|

24. **Mining Act 1971**

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:
https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register
or phone PlanSA on 1800 752 664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**
also
The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title
also
LightsvieW Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.
also
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.
also
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

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

36. *Other charges*

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

Other Particulars

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

- | | |
|--|---|
| 1. Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. Particulars relating to aluminum 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 Paneling. Contact the vendor for relevant details. |
| 7. Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

- requiring the person to take specified action to remove or modify the building or structure within a specified period;
- for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- 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 wellsbores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

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

Certificate of Title

Title Reference: CT 6250/436
 Status: CURRENT
 Parent Title(s): CT 6250/237
 Dealing(s) Creating Title: ACT 13460400
 Title Issued: 09/02/2021
 Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
30/03/2021	06/04/2021	13494174	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
30/03/2021	06/04/2021	13494173	TRANSFER	REGISTERED	STEFAN MATEUSZ GRZECZKOWSKI
30/03/2021	06/04/2021	13494172	DISCHARGE OF MORTGAGE	REGISTERED	13414665
24/11/2020	26/11/2020	13414665	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)
15/07/2019	12/09/2019	13143927	AGREEMENT	REGISTERED	THE CORPORATION OF THE CITY OF MARION
15/07/2019	12/09/2019	13143926	AGREEMENT	REGISTERED	THE CORPORATION OF THE CITY OF MARION

Certificate of Title

Title Reference	CT 6250/436
Status	CURRENT
Easement	YES
Owner Number	18781298
Address for Notices	11 LERUNNA AV HALLETT COVE, SA 5158
Area	484m ² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

STEFAN MATEUSZ GRZECZKOWSKI
OF 15 LIMBERT AVENUE SEACOMBE GARDENS SA 5047

Description of Land

LOT 20 PRIMARY COMMUNITY PLAN 42322
IN THE AREA NAMED O'HALLORAN HILL
HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference	TRANSFER (T) 13494173
Dealing Date	30/03/2021
Sale Price	\$242,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	13143926	THE CORPORATION OF THE CITY OF MARION
AGREEMENT	13143927	THE CORPORATION OF THE CITY OF MARION
MORTGAGE	13494174	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1050020290	CURRENT	Unit 11, 1704 MAIN SOUTH ROAD, O'HALLORAN HILL, SA 5158

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
05/02/2021 14:49	13460401	BY-LAWS	FILED
05/02/2021 14:49	13460402	SCHEME DESCRIPTION	FILED
05/02/2021 14:49	13460403	DEVELOPMENT CONTRACT	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1050020290
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2021
Property Location	Unit 11, 1704 MAIN SOUTH ROAD, O'HALLORAN HILL, SA 5158
Local Government	MARION
Owner Names	STEFAN MATEUSZ GRZECZKOWSKI
Owner Number	18781298
Address for Notices	11 LERUNNA AV HALLETT COVE, SA 5158
Zone / Subzone	HN - Hills Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1315 - Detached Single Storey Home Unit
Description	5HGTCE
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C42322 LOT 20	CT 6250/436

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$198,000	\$610,000			
Previous	\$189,000	\$280,000			

Building Details

Valuation Number	1050020290
Building Style	Conventional
Year Built	2021
Building Condition	Not Available
Wall Construction	Composite Construction
Roof Construction	Colourbond
Equivalent Main Area	142 sqm
Number of Main Rooms	5

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

Certificate of Title

Title Reference: CT 6250/436
Status: CURRENT
Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
05/02/2021	09/02/2021	13460401	BY-LAWS	FILED	C42322
05/02/2021	09/02/2021	13460402	SCHEME DESCRIPTION	FILED	C42322
05/02/2021	09/02/2021	13460403	DEVELOPMENT CONTRACT	FILED	C42322

Registrar-General's Notes

No Registrar-General's Notes exist for this title

PURPOSE: PRIMARY COMMUNITY		AREA NAME: O'HALLORAN HILL		RE-APPROVED: 05/02/2021	
MAP REF: 662710JF		COUNCIL: THE CORPORATION OF THE CITY OF MARION		DEPOSITED: 09/02/2021	
LAST PLAN: D124673		DEVELOPMENT NO: 100/C145/13/00/61304		SHEET 1 OF 5 105311_Rev1_01_005_Version_9	
AGENT DETAILS: PINKSTERBOER PROPERTY 220 HEMLEY BEACH ROAD TORRENSVILLE SA 5031 PK. 83402207 FAX: 82417501		SURVEYORS CERTIFICATION: I Alistair Tennant, 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 1986 5th day of February 2021; Alistair Tennant Licensed Surveyor			
AGENT CODE: PINK					
REFERENCE: 20861					
SUBJECT TITLE DETAILS:					
PREFIX: CT	VOLUME: 6250	FOLID: 237	OTHER:	PARCEL ALLOTMENT(S):	REFERENCE NUMBER:
OTHER TITLES AFFECTED:					
EASEMENT DETAILS:					
STATUS: EXISTING	LAND BURDENED: 21.22.23	FORM: LONG	CATEGORY: EASEMENT(S)	IDENTIFIER: E	PURPOSE: THE MINISTER FOR INFRASTRUCTURE IN FAVOUR OF: THE MINISTER FOR INFRASTRUCTURE CREATION: T 4240233
EXISTING:	19.20.21	LONG	EASEMENT(S)	F	T 4193301
EXISTING:	20.21.22.23 COMMON PROPERTY	SHORT	EASEMENT(S)	G	RTC 13414664
EXISTING:	COMMON PROPERTY	LONG	RIGHT(S) OF WAY	H	RTC 13414664
EXISTING:	LONG	LONG	EASEMENT(S)	C IN 2 (RESERVE) IN F256385	TG 13457645
EXISTING:	LONG	LONG	EASEMENT(S)	C.B IN 73 IN F256385	TG 13457646
EXISTING:	LONG	LONG	EASEMENT(S)	D IN 74 IN F256385	TG 13457647
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 27 / 10 / 2020 THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY					

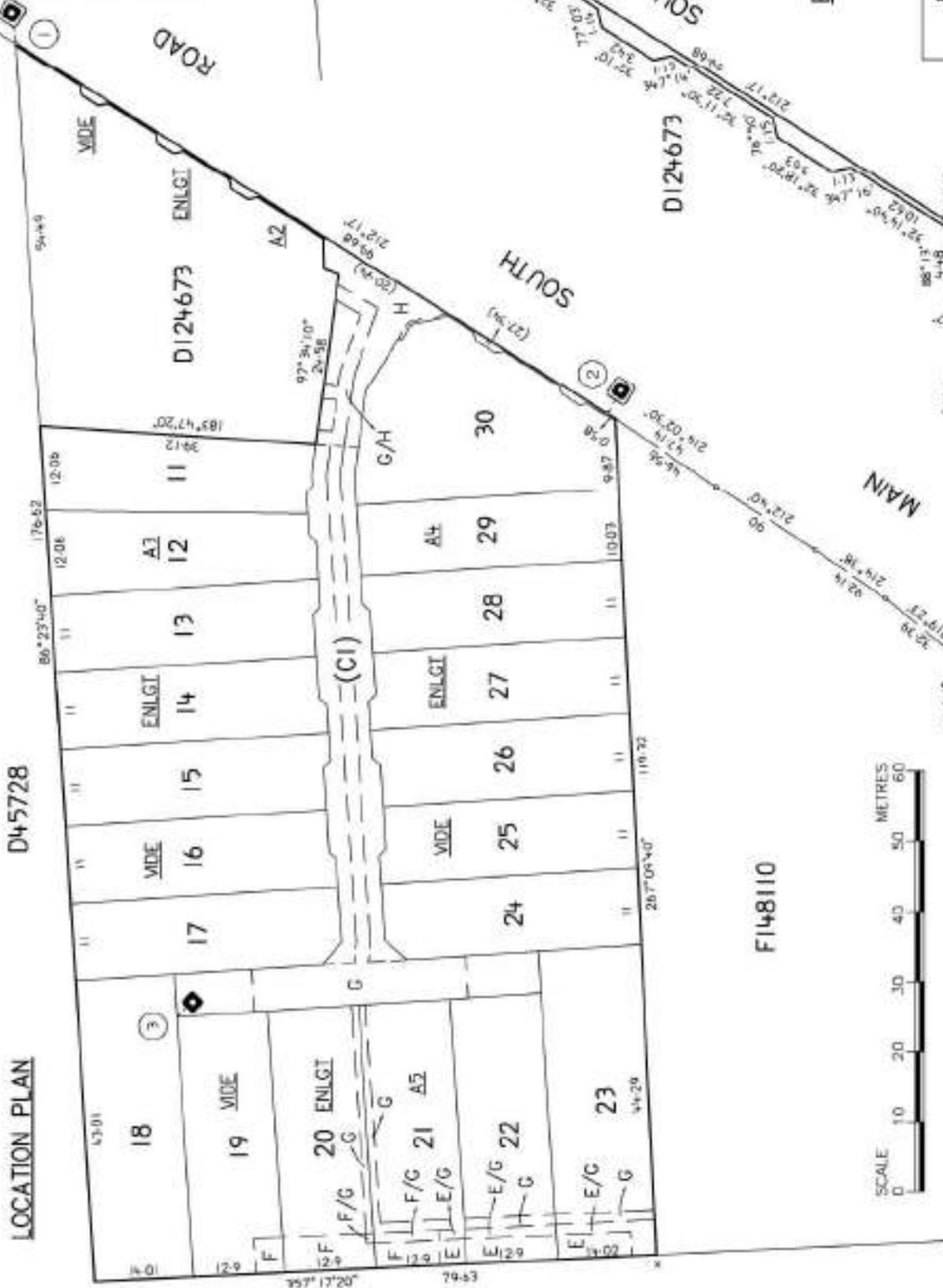
C42322

SHEET 2 OF 5

105311_pland_1_V05_Version_9

BEARING DATUM: MGA 2020 ZONE 74
 DERIVATION: FSM 6627/1527 - 6627/1526

TOTAL AREA: 1.020ha



ENLARGEMENT A2
 NOT TO SCALE

REFERENCE MARKS		BEARING	FROM	DIST.	P.M. NO.
CNR	1	217°25'	PM FD	2.99	6627/1527
	2	307°23'	PM FD	0.91	6627/1526
	3	74°8'17"	PM	2.95	6627/20478

LOCATION PLAN

D45728

F148110



PINKSTERBOER PROPERTY
 PLANNING - SURVEYING - CONVEYANCING
 220 HENLEY BEACH ROAD TORRENSVILLE, SA, 5031
 PHONE (08) 8140 2281 FAX (08) 8261 7991
 Email: surveyor@pinksterboer.com.au

REF. No 20081 DATE 05/02/21 DRN PINK REV 05

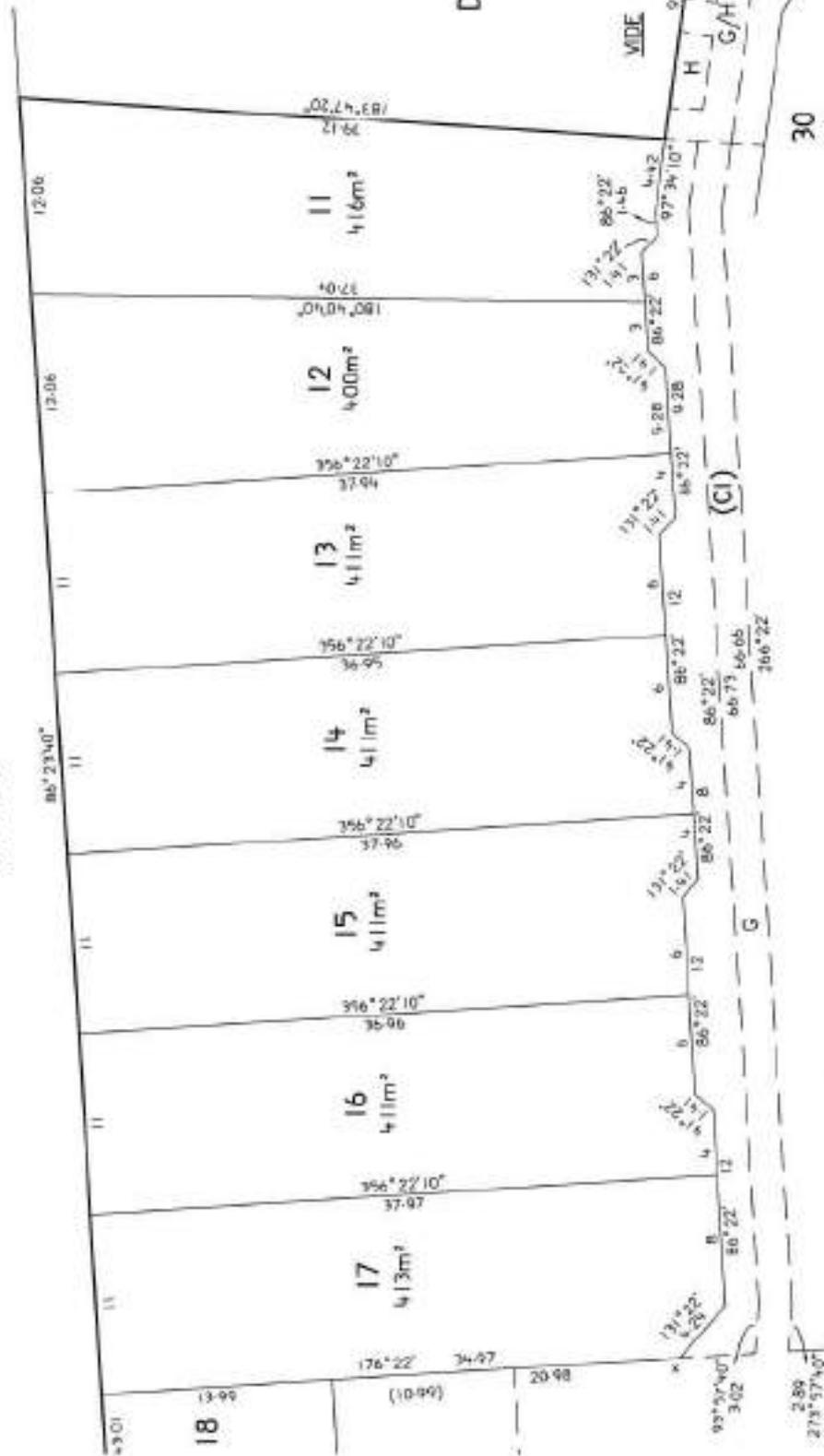
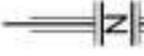
C42322

SHEET 3 OF 5

105311_pland_2_V03_Version_9

D45728

D124673



ENLARGEMENT A3



D124673



ENLARGEMENT B3

NOT TO SCALE

PINKSTERBOER PROPERTY
 PLANNING - SURVEYING - CONVEYANCING
 270 HENLEY BEACH ROAD TORRENSVILLE, SA, 5031
 PHONE (08) 8310 2207 FAX (08) 8241 7991
 Email: survey@pinksterboer.com.au

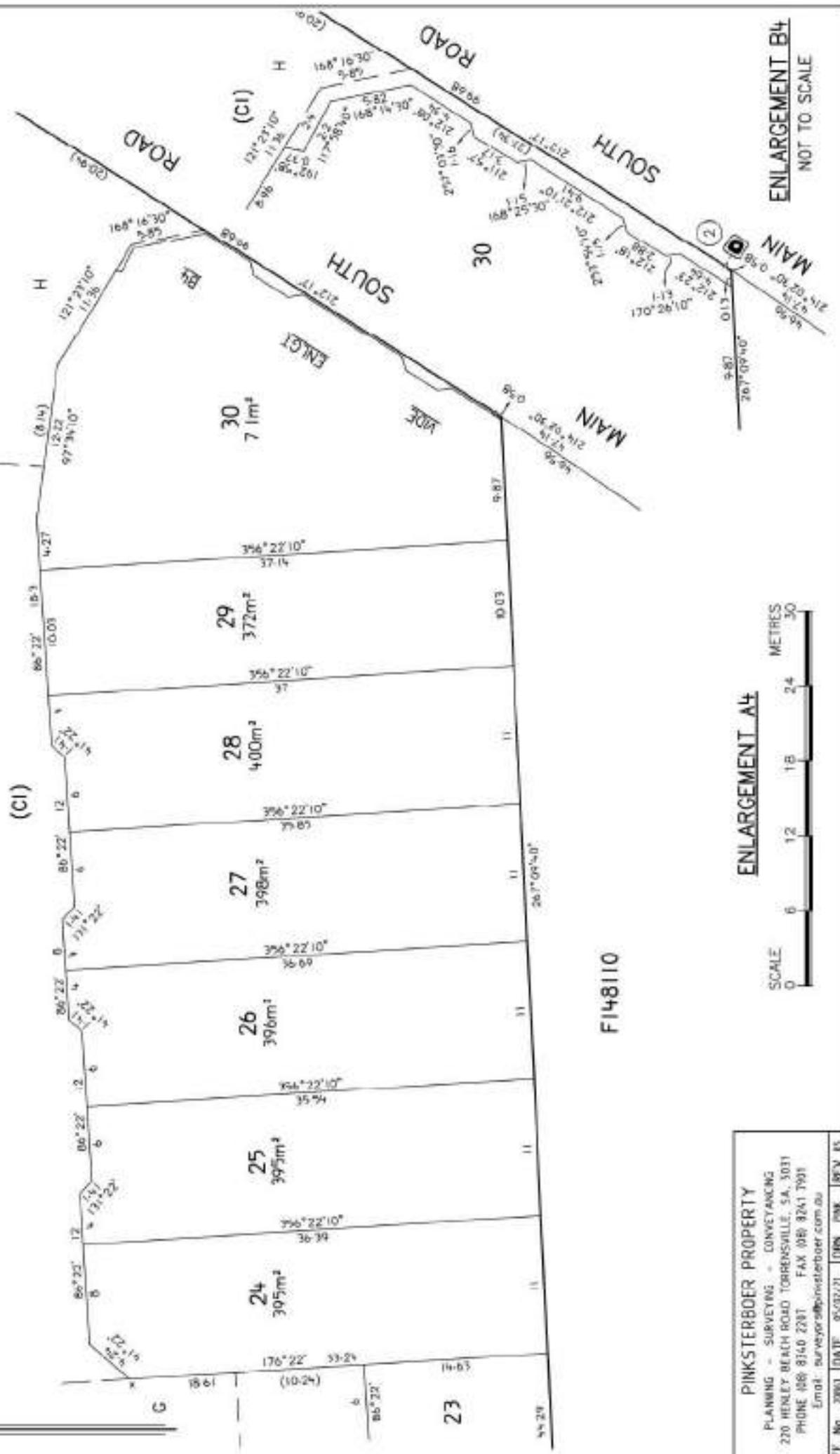
REF. No 2081 DATE 15/02/11 DRN PINK REV 05

C42322

SHEET 4 OF 5

105311_pland_3_V03_Version_9

REFERENCE MARKS			
CNR	BEARING	FROM	P.M. NO.
2	307°23'	PM PD	5627/1526



ENLARGEMENT A4

ENLARGEMENT B4
NOT TO SCALE

PINKSTERBOER PROPERTY
 PLANNING - SURVEYING - CONVEYANCING
 220 HENLEY BEACH ROAD TORRENSVILLE, SA, 5031
 PHONE (08) 8140 2281 FAX (08) 8261 7991
 Email: surveyor@pinksterboer.com.au

REF. No 20061 DATE 05/02/21 DRN PMK REV K5

C42322

SHEET 5 OF 5

105311_pland_4_V03_Version_9

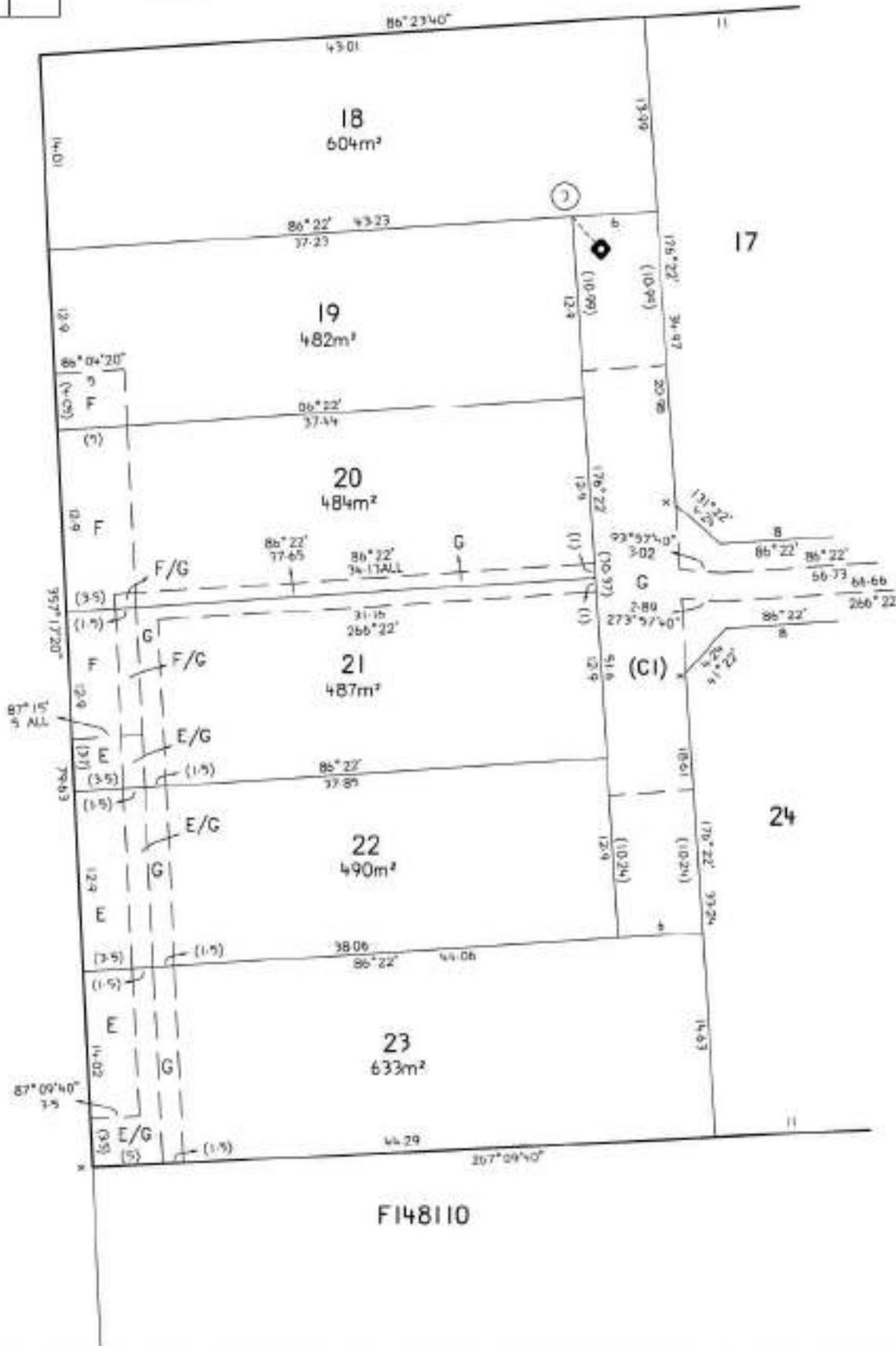
D45728

REFERENCE		MARKS		
CNR	BEARING	FROM	DIST.	P.M. NO.
1	340° 57'	PM	2.95	6427/29478

PINKSTERBOER PROPERTY

PLANNING - SURVEYING - CONVEYANCING
270 HENLEY BEACH ROAD TORRENSVILLE, SA, 50311
PHONE (08) 8310 2207 FAX (08) 8241 7991
Email: survey@pinksterboer.com.au

REF. No. 20081 DATE 15/02/11 DORN PINK REV 05



ENLARGEMENT A5



LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 42322

SHEET 1 OF 1

ACCEPTED

Moh Medli 9/2/2021
PRO REGISTRAR-GENERAL

DEV. NO. 100 : CIAS : 13

SCHEDULE OF LOT ENTITLEMENTS

11	460
12	450
13	455
14	455
15	455
16	455
17	455
18	665
19	540
20	540
21	540
22	540
23	690
24	430
25	430
26	430
27	430
28	430
29	410
30	740
AGGREGATE	10,000

CERTIFICATE OF LAND VALUER

TERREN V. BOGGS

being a Land Valuer within the meaning of the Land Valuers Act: 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 1st day of DECEMBER 2020

[Signature]

CERTIFICATE

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



Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

Assessment No: **577676**
Certificate of Title: **Lot: 20 CP: 42322 CT: 6250/436**
Property Address: **11/1704 Main South Road O'HALLORAN HILL 5158**
Owner: **S M Grzczkowski**

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

Development Act 1993 (repealed)		
section 42- Condition (that continues to apply) of a development authorisation?		100/2020/1242, 100/2017/2356, 100/2014/1071
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		See Attached
section 69—Emergency order		Nil
section 71—Fire safety notice		Nil
section 84—Enforcement notice		Nil
section 85(6), 85(10) or 106—Enforcement order		Nil
Part 11 Division 2—Proceedings		Nil
Planning, Development and Infrastructure Act 2016		
Part 5 - Planning and Design Code	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Click the link to check if a Code Amendment applies: Code Amendment Map Viewer
	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
Repealed Act conditions	
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
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
Food Act 2001	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
Housing Improvement Act 1940 (repealed)	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Nuisance and Litter Control Act 2016	
section 30—Nuisance or litter abatement notice	Nil
Land Acquisition Act 1969	
section 10—Notice of intention to acquire	Nil
Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—</i> Condition (that continues to apply) of an approval	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—</i> Maintenance order (that has not been complied with)	Nil
South Australian Public Health Act 2011	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4—</i> Condition (that continues to apply) of an approval	Nil
Particulars of building indemnity insurance	See Attached

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

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

No

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

Note—

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

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

It should be noted that—

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

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

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

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

Sign:



Date: Monday, 19 January 2026

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Orig. **AG 13143926**



15:47 15-Jul-2019
1 of 4

APPLICATION

FORM APPROVED BY THE REGISTRAR-GENERAL

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

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

SERIES NO	PREFIX
	AG

AGENT CODE

LODGED BY: Oak Law

CORRECTION TO: Lisa Joan Harrington

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

1.
2.
3.
4.
5.

Orig. **AG 13143927**



15:47 15-Jul-2019
2 of 4

CORRECTION	PASSED <i>JM</i>
REGISTERED 12/19/2019	
<i>Mark McNeil</i> 	
PRO REGISTRAR-GENERAL	

APPLICATION TO NOTE A LAND MANAGEMENT AGREEMENT

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

LAND DESCRIPTION

First, Whole of the land comprised in Certificate of Title Volume 5549 Folio 833; ✓

And secondly, Whole of the land comprised in Certificate of Title Volume 5722 Folio 514 and Volume 5774 Folio 802 ✓

ESTATE & INTEREST

FEE SIMPLE

APPLICANT (Full name and address)

The CORPORATION OF THE CITY OF MARION
of 245 Sturt Road Sturt SA 5047

SPECIFY NATURE OF APPLICATION

The applicant applies pursuant to section 57(5) of the *Development Act 1993* to note the Land Management Agreement pursuant to section 57(2) of the *Development Act 1993* dated 11th day of July 2019 (**"the Agreement"**) between the CORPORATION OF THE CITY OF MARION of 245 Sturt Road Sturt SA 5047 and;

First, FELMERI HOLDINGS PTY LTD (ACN 163 148 696) of 32 King William Road Wayville SA 5034; and ✓

Secondly, MARCALEK PTY LTD (ACN 603 715 868) of 32 King William Road Wayville SA 5034 ✓

to note the Agreement on the certificate of title for the land described above.

DATED 15 July 2019

CERTIFICATION ~~*Delete the inapplicable~~

Applicant

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

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

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

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

Signed By:

[Signature]

Executed under delegated authority

Execution clause contained in the annexures

for: the CORPORATION OF THE CITY OF MARION

on behalf of the Applicant

Our Ref: LH:18-0247

6 September 2019

Land Services SA
101 Grenfell Street
Adelaide SA 5000

Attention: Mr Mark McNeil

Dear Mark

**GRANT OF EASEMENT: 13143928 and 13143929
TO BE FULLY WITHDRAWN/REMOVED**

We refer to previous correspondence in this matter.

As discussed, these easement documents were annexures to the Land Management Agreements ("LMA") and were not lodged as registerable Grants of Easements.

It appears that after lodgement of the LMA's these draft Grants of Easement may have accidentally been separated from the LMA.

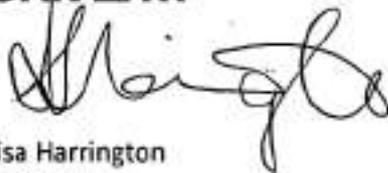
Please find attached a copy of the email from Betty Rushwan from Cowell Clarke confirming this position.

Accordingly, can you please arrange for these documents to be removed and the LMA registered.

Please contact me if you have any questions.

Yours faithfully

OAK LAW



Lisa Harrington
Director
Email: lharrington@oaklaw.com.au



OAK LAW
Corporate & Commercial

204 Melbourne Street
NORTH ADELAIDE 5006

P: 08 8239 0393

F: 08 8219 0015

W: www.oaklaw.com.au

E: admin@oaklaw.com.au

Lisa Harrington

From: Betty Rushwan <BRushwan@CowellClarke.com.au>
Sent: Monday, 26 August 2019 2:18 PM
To: 'Mark McNeil'
Cc: Lisa Harrington; Kieren Chester
Subject: Easement over Matthew Street Reserve, O'Halloran Hill - Requisition Nos 13143929 & 13143928 [172124] [CC-MATTER.FID240721]
Attachments: Requisitioned Grant of Easement 13143929 20190822.PDF; Requisitioned Grant of Easement 13143928 20190822.PDF

Dear Mark

I refer to our telephone discussion now with respect to the above matter.

As discussed, we have received from Land Services SA two requisitions notices, **attached**.

Please note that Cowell Clarke did not lodge the attached Grants of Easement with Lands Services SA.

We understand from our discussions with Oaks Lawyers and the City of Marion that Oaks Lawyers lodged the draft Grants of Easement as attachments to a Land Management Agreement ("**LMA**") on behalf of the City of Marion. Oaks Lawyers have further advised that the draft Grants of Easement may have accidentally been separated from the LMA.

We understand that Lisa Harrington of Oaks Lawyers will need to contact you and confirm that the Grants of Easement were only attachments to the LMA and not lodged separately.

Please advise if you require any further information from us.

Kind regards

Betty Rushwan
Conveyancer

D: +61 8 8228 1175 | E: brushwan@cowellclarke.com.au | W: www.cowellclarke.com.au




Celebrating 30 Years!

Cowell Clarke Pty Ltd ABN 17 631 601 397

Member firm of ALFA International®

Level 9, 63 Pirie Street
Adelaide SA 5000 Australia
T: +61 8 8228 1111

Level 21, 133 Castlereagh Street
Sydney NSW 2000 Australia
T: +61 2 8089 3199

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Incidents of email interception to change bank details are being reported with alarming frequency. Cowell Clarke will never notify you of our bank details or a change in bank details in the body of an email.

If you receive an email to this effect, or any that causes suspicion as to authenticity, please contact us immediately.

If you have received this email in error, please reply to us immediately and delete this email and any attachments.

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

To be completed by lodging party

Office Use Only

ANNEXURE to GRANT OF EASEMENT dated
over Certificate of Title Volume: 5519 Folio: 523

NUMBER

COVENANTS

1. Grantee's Obligations

- 1.1. The Grantee is solely responsible at its own cost and expense for the repair and maintenance of the portion of the land marked [INSERT] on FX [INSERT] ("Easement Land"), and the Grantee must ensure that the Easement Land is maintained in good repair and condition, pursuant to the rights and liberties noted in this Grant of Easement.
- 1.2. The Grantor shall bear no responsibility for the maintenance of any pipes on the Easement Land or for the stability of any pipes or the ground on the Easement Land.
- 1.3. The Grantee must provide the Grantor with at least seven days written notice of any works to be carried out over the Easement Land pursuant to clause 1.1 and must complete those works within a reasonable timeframe and in a proper and workmanlike manner.
- 1.4. The Grantee and/or their successors in title will attend to any works that relate to the discharge of the stormwater into the watercourse as requested by the Grantor, whether contained with the Easement Land or not, such as the effect of erosion, or contamination of the watercourse caused by the discharge of stormwater from the Grantee's land.
- 1.5. If the Grantee fails to comply with its obligations pursuant to clause 1.1, the Grantor and the Grantor's contractors shall be entitled to effect or perform any maintenance, alteration, repair or other work as may be required and the Grantee must pay to the Grantor on demand an amount equal to all reasonable costs and expenses incurred by the Grantor in effecting or performing any maintenance, alteration, repair or other work as may be required (including GST on any such amounts).
- 1.6. The Grantee must repair any damage to the land caused by the exercise by the Grantee of its rights pursuant to this Easement Land and must reinstate the Easement Land to the condition that it was in prior to the exercise by the Grantee of its rights under this easement.
- 1.7. The Grantor and Grantee's rights and obligations under this easement bind each of its respective heirs, successors, transferees and assigns.
- 1.8. The Grantee and/or their successors in title must not make any claim against the Grantor for any failure of the pipes.

CONSENT TO THE GRANT OF AN EASEMENT

CONSENTING PARTY (Full Name and Address)

NATIONAL AUSTRALIA BANK LTD (ACN 004 044 937) of 22-28 King William Street, Adelaide SA 5000

NATURE OF ESTATE OR INTEREST HELD

As Mortgagee

I/We the consenting party consent to the

- (1)* ~~discharge of *Encumbrance / *Mortgage~~ over the easement being granted pursuant to Section 144 of the Real Property Act 1886.
- (2)* granting of the easement subject to *Encumbrance / *Mortgage 12036890.... pursuant to Section 90F of the Real Property Act 1886.

* Strike through the inapplicable

EXECUTION BY CONSENTING PARTY

DATED

Signed in my presence by PAUL CARRUTHERS SENIOR BUSINESS BANKING MANAGER who is either personally known to me or has satisfied me as to his or her identity as attorney for National Australia Bank Limited	NATIONAL AUSTRALIA BANK LIMITED by its Attorney who holds the position of Level 3 Attorney <i>PRG</i> P/A No. 10684482
<i>[Signature]</i> Signature of Witness	
NICHOLAS JAMES ORECHON Print Full Name of Witness	
22 KING WILLIAM ST	
ADELAIDE SA 5000 Address of Witness	
Business Hours: Telephone number 0884076779	

DATED

CERTIFICATION **Delete the inapplicable*

Grantor(s)

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

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

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

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

Signed By:

Betty Rushwan
Registered Conveyancer
for: Cowell Clarke
On behalf of the Grantor

Grantee(s)

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

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

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

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

Signed By:

Ryan Edwards
Registered Conveyancer
for: Carrington Conveyancers
On behalf of the Grantee

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE

HERE SET FORTH THE RIGHTS AND LIBERTIES BEING CREATED AND DEFINE PRECISELY

The right for the Grantee and its agents, servants and workmen at any time to break the surface of, dig, open up and use that portion of the land marked [INSERT] on FX [INSERT] for the purpose of laying down, fixing, taking up, repairing, re-laying or examining drains or drainage pipes for drainage purposes and to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes

TO BE HELD APPURTENANT TO:-

HERE SET FORTH THE APPURTENANCE AND DEFINE PRECISELY

The whole of the land in Certificate of Title Volume 5549 Folio 833

and the Grantor and Grantee, the parties to the easement, hereby covenant and agree as set out in Annexure A

GRANT OF EASEMENT

(Pursuant to Section 96 of the Real Property Act 1886)

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

LAND DESCRIPTION OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED

Whole of the land in Certificate of Title Volume 5519 Folio 623

6204/318 2

5-1-18

ESTATE & INTEREST

Fee simple

GRANTOR(S) (Full name and address)

THE CORPORATION OF THE CITY OF MARION of PO Box 21, Oaklands Park SA 5046

CONSIDERATION (Words and figures)

Pursuant to an Agreement between the Grantor and Grantee for [Insert consideration words] [insert consideration numbers]

GRANTEE(S) (Full name, address, mode of holding and appurtenant land description)

FELMERI HOLDINGS PTY LTD ACN 163 148 696 of PO Box 267, Marleston SA 5033 and being the registered proprietor of Certificate of Title Volume 5549 Folio 833

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
GRANT OF EASEMENT
FORM APPROVED BY THE REGISTRAR-GENERAL

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

SERIES NO	PREFIX
	TG

AGENT CODE

LODGED BY:
COWELL CLARKE CCL1

CORRECTION TO:
COWELL CLARKE CCL1

X Renew

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

Annexure E Consents**MORTGAGEE CONSENT**

NATIONAL AUSTRALIA BANK LTD. being the mortgagee over:

1. first the land situated in Certificate of Title Volume 5549 Folio 833; and
2. secondly the land situated in Certificates of Title Volume 5774 Folio 802 and Volume 5722 Folio 514

under and by virtue of:

3. first the memorandum of mortgage 12038890; and
4. secondly the memorandum of mortgage 12311607

at the request of the relevant registered proprietors, consents to the granting of and the registering of the Land Management Agreement against the titles, on the terms set out in this document.

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

<p>To be completed by lodging party</p> <p>ANNEXURE to GRANT OF EASEMENT dated</p> <p>over Certificate of Title Volume: 5519 Folio: 623</p>	<p>Office Use Only</p> <p>NUMBER</p>
--	---

COVENANTS

1. Grantee's Obligations

- 1.1. The Grantee is solely responsible at its own cost and expense for the repair and maintenance of the portion of the land marked [INSERT] on FX [INSERT] ("**Easement Land**"). and the Grantee must ensure that the Easement Land is maintained in good repair and condition, pursuant to the rights and liberties noted in this Grant of Easement.
- 1.2. The Grantor shall bear no responsibility for the maintenance of any pipes on the Easement Land or for the stability of any pipes or the ground on the Easement Land.
- 1.3. The Grantee must provide the Grantor with at least seven days written notice of any works to be carried out over the Easement Land pursuant to clause 1.1 and must complete those works within a reasonable timeframe and in a proper and workmanlike manner.
- 1.4. The Grantee and/or their successors in title will attend to any works that relate to the discharge of the stormwater into the watercourse as requested by the Grantor, whether contained with the Easement Land or not, such as the effect of erosion, or contamination of the watercourse caused by the discharge of stormwater from the Grantee's land.
- 1.5. If the Grantee fails to comply with its obligations pursuant to clause 1.1, the Grantor and the Grantor's contractors shall be entitled to effect or perform any maintenance, alteration, repair or other work as may be required and the Grantee must pay to the Grantor on demand an amount equal to all reasonable costs and expenses incurred by the Grantor in effecting or performing any maintenance, alteration, repair or other work as may be required (including GST on any such amounts).
- 1.6. The Grantee must repair any damage to the land caused by the exercise by the Grantee of its rights pursuant to this Easement Land and must reinstate the Easement Land to the condition that it was in prior to the exercise by the Grantee of its rights under this easement.
- 1.7. The Grantor and Grantee's rights and obligations under this easement bind each of its respective heirs, successors, transferees and assigns.
- 1.8. The Grantee and/or their successors in title must not make any claim against the Grantor for any failure of the pipes.

CONSENT TO THE GRANT OF AN EASEMENT

CONSENTING PARTY (Full Name and Address)

NATIONAL AUSTRALIA BANK LTD (ACN 004 044 937) of 22-28 King William Street, Adelaide SA 5000

NATURE OF ESTATE OR INTEREST HELD

As Mortgagee

I/We the consenting party consent to the

- (1)* discharge of *Encumbrance / *Mortgage _____ over the easement being granted pursuant to Section 144 of the Real Property Act 1886.
- (2)* granting of the easement subject to *Encumbrance / *Mortgage 12311607... pursuant to Section 90F of the Real Property Act 1886.

* Strike through the inapplicable

EXECUTION BY CONSENTING PARTY

DATED _____

Signed in my presence by PAUL CARRUTHERS SENIOR BUSINESS BANKING MANAGER who is either personally known to me or I am satisfied as to his or her identity, as attorney for National Australia Bank Limited	NATIONAL AUSTRALIA BANK LIMITED by its Attorney who holds the position of Level 3 Attorney <i>PRG</i> P/A No. 10584482
<i>[Signature]</i> Signature of Witness	
NICHOLAS JAMES ORECHY Print Full Name of Witness	
22 KING WILLIAM ST	
ADELAIDE SA 5000 Address of Witness	
Business Hours: Telephone number 08 82076779	

DATED

CERTIFICATION ~~*Delete the inapplicable~~

Grantor(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Grantor.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Betty Rushwan
Registered Conveyancer
for: Cowell Clarke
On behalf of the Grantor

Grantee(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Grantee.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Ryan Edwards
Registered Conveyancer
for: Carrington Conveyancers
On behalf of the Grantee

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE

HERE SET FORTH THE RIGHTS AND LIBERTIES BEING CREATED AND DEFINE PRECISELY

The right for the Grantee and its agents, servants and workmen at any time to break the surface of, dig, open up and use that portion of the land marked [INSERT] on FX [INSERT] for the purpose of laying down, fixing, taking up, repairing, re-laying or examining drains or drainage pipes for drainage purposes and to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes

TO BE HELD APPURTENANT TO:-

HERE SET FORTH THE APPURTENANCE AND DEFINE PRECISELY

The whole of the land in Certificates of Title Volume 5774 Folio 802 and Volume 5722 Folio 514

and the Grantor and Grantee, the parties to the easement, hereby covenant and agree as set out in **Annexure A**

GRANT OF EASEMENT

(Pursuant to Section 96 of the Real Property Act 1886)

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

LAND DESCRIPTION OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED

Whole of the land in Certificate of Title Volume 5519 Folio 623

ESTATE & INTEREST

Fee simple

GRANTOR(S) (Full name and address)

THE CORPORATION OF THE CITY OF MARION of PO Box 21, Oaklands Park SA 5046

CONSIDERATION (Words and figures)

Pursuant to an Agreement between the Grantor and Grantee for [Insert consideration words] [Insert consideration numbers]

GRANTEE(S) (Full name, address, mode of holding and appurtenant land description)

MARCALEK PTY LTD ACN 803 715 868 of PO Box 267, Marleston SA 5033 and being the registered proprietor of Certificates of Title Volume 5774 Folio 802 and Volume 5722 Folio 514

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

GRANT OF EASEMENT

FORM APPROVED BY THE REGISTRAR-GENERAL

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

SERIES NO	PREFIX
	TG

176
 COWELL CLARKE
 AGENT

AGENT CODE

LODGED BY:

COWELL CLARKE

CCL1

CORRECTION TO:

COWELL CLARKE

CCL1

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Y

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	



OAK LAW PTY LTD

LAND MANAGEMENT AGREEMENT

Between

FELMERI HOLDINGS PTY LTD ACN 163 148 696 ("Felmeri")

and MARCALEK PTY LTD ACN 603 715 868 ("Marcalek")

and The Corporation of the City of Marion ("Council")

LAND MANAGEMENT AGREEMENT

BETWEEN:

FELMERI HOLDINGS PTY LTD ACN 163 148
 696 of 32 King William Road Wayville SA 5034
 ("Felmeri") and
MARCALEK PTY LTD ACN 603 715 868
 of 32 King William Road Wayville SA 5034
 ("Marcalek")
 (collectively the "Owners")

The Corporation of the City of Marion
 of 245 Sturt Road Sturt SA 5047 ("Council")

RECITALS:

- A. Felmeri is the registered proprietor of the land contained in Certificate of Title Volume 5549 Folio 833 and Marcalek is the registered proprietor of the land contained in Certificate of Title Volume 5774 Folio 802 and Volume 5722 Folio 514, known as 1700 to 1704 Main South Road O'Halloran Hill ("**Land**").
- B. Council is the registered proprietor of the land contained in Certificate of Title Volume 5519 Folio 623 ("**Reserve**").
- C. The Reserve is not adjacent the Land.
- D. By development application 100/2013/1385, the Owners obtained development approval under the *Development Act, 1993* ("**Act**") to divide the land into 23 community lots and common property for residential purposes, and to install certain infrastructure including a driveway crossover from Main South Road, internal roads and stormwater infrastructure ("**Development Approval**"). A copy of the decision notification form and approved plan of division is attached at **Annexure A**.
- E. The stormwater infrastructure approved as part of the Development Approval was designed to collect and detain stormwater on the Land, and then discharge it through a pipe installed on adjoining land immediately to the south of the Land (as described and comprised in Certificates of Title Volume 5775 Folio 21 and Volume 5774 Folio 788) ("**Adjoining Land**") and then to the Reserve, but did not include infrastructure to convey flows through the Reserve to the adjoining street watertable. The plans depicting the stormwater infrastructure approved as part of the Development Approval are attached at **Annexure B** ("**Stormwater Drainage Layout**").
- F. In reliance on the Development Approval, the Owners have undertaken works on the Land including the installation of certain stormwater infrastructure. The Owners have not constructed stormwater infrastructure on Adjoining Land or the Reserve.
- G. Despite obtaining a certificate under section 51 of the Act in relation to Development Approval, the Owners have not sought to deposit the plan of division approved by Development Approval.

FR VL

- H. By development application 100/2017/2017 ("**Development Application 1**"), the Owners have now applied to the Council to divide the Land to create 2 Torrens Title allotments and certain easements according to the plans attached at **Annexure C ("Plan 1")**. It is proposed that Allotment 2 will be developed as a child care centre.
- I. By development application 100/1968/2017 ("**Development Application 2**"), the Owners have also applied (subject to approval and deposit of Plan 1) to the Council to further divide Allotment 1 in Plan 1 to create 20 community lots and common property for residential purposes.
- J. The Stormwater System proposed in Development Application 1 and Development Application 2 ("**the Development Applications**") incorporates the Stormwater Drainage Layout (as already partially constructed on the Land) notwithstanding that it may not be adequate for that purpose. Consequently, in the event that the Stormwater Drainage Layout is approved (with or without modification) as part of the Development Applications, the Council wishes to be adequately protected from potential liability in the event that any loss or damage occurs on account of flooding.
- K. The Council also wishes to ensure that ownership and responsibility for ongoing maintenance and replacement of stormwater infrastructure approved and constructed as part of the Development Applications remains with the Owners.
- L. The parties have agreed to development and management of the Land pursuant to section 57A(1) of the *Development Act 1993* ("**the Act**") and in accordance with the terms and conditions set out in this Land Management Agreement.

IT IS NOW COVENANTED AND AGREED as follows:

1. RECITALS

The Parties agree that the Recitals are true and correct and form a part of this Agreement.

2. DEFINITIONS AND CONSTRUCTION

2.1 In this Agreement unless the context otherwise provides;

- 2.1.1 **Act** means the Development Act 1993.
- 2.1.2 **Allotment 1** means the allotment numbered 1 on Plan 1.
- 2.1.3 **Allotment 2** means the allotment numbered 2 on Plan 1.
- 2.1.4 **Business day** means a day that is not a Saturday, Sunday or public holiday in South Australia.
- 2.1.5 **Claim** means any claim, demand, proceedings, suit, action or cause of action, whether in contract, tort, equity or under statute, and any loss, costs expense or liability arising from or in connection the Owners', or any third parties, use of the Land.
- 2.1.6 **Detention Tank** means the detention tank as depicted on the Stormwater Drainage Layout plan 16485-C01 Revision F forming part of Annexure B.

- 2.1.7 **Drainage Easement** means the grant of easements to be entered into between the Council and the Owners substantially in the form of the grant of easements document attached as **Annexure D**.
- 2.1.8 **Infrastructure** means infrastructure required to support the development proposed in the Development Applications and includes internal roads, Main South Road driveway crossover (including kerb, invert and driveway crossover and any other DPTI requirements), the Stormwater System and all other services associated with the Land
- 2.1.9 **Stormwater System** means the stormwater drainage system, including pipes, pits, drains, detention/retention tank, discharge headwall and connections designed to convey stormwater within and from the Land, through the Adjoining Land and the Reserve, to the watertable on Matthew Street, as may be approved as part of the Development Applications (or either of them).
- 2.2 In this Agreement:
- 2.2.1 headings do not affect interpretation;
- 2.2.2 words importing the singular shall embrace the plural and words importing one gender shall embrace the other and vice versa respectively;
- 2.2.3 a reference to the Owners includes each person registered or entitled to be registered as a proprietor of an estate in fee simple on the Land;
- 2.2.4 a reference to the Land includes any part or portion of the Land;
- 2.2.5 a reference to a plan includes any approved variation to that plan;
- 2.2.6 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 2.2.7 a reference to a Party to this Agreement includes that Party's related entities, directors, officers, employees, servants, agents, executors, successors, administrators,
- 2.2.8 a reference to "\$" or "Dollars" is a reference to Australian currency;
- 2.2.9 the use of the word "including" shall not be interpreted as a word of limitation; and
- 2.2.10 no rule of construction shall apply to the disadvantage of a Party because that Party was responsible for the preparation of the Agreement.
- 2.3 In this Agreement any requirements set out in this Agreement are to be construed as additional to requirements on any Party at law in respect of the Land and adjoining land or under any acts or legislation.

3. OWNER'S OBLIGATIONS

The Owners agree and acknowledge that:

3.1 Stormwater

the Stormwater System will be installed in accordance with any approvals (and accompanying plans and details) granted under the Act in relation to the Development Applications and, without limiting any other obligations, the Stormwater System will:

- 3.1.1 be designed to include a pipe and such other modifications or additions as necessary to ensure that stormwater can be conveyed underground through the Reserve via the Drainage Easement to the watertable on Matthew Street;
- 3.1.2 be constructed and commissioned prior to the occupation of any building on the Land;
- 3.1.3 be maintained by the Owners in accordance with the said approvals, plans and details at all times;
- 3.1.4 be owned by the Owners.

3.2 Infrastructure

3.2.1 the Infrastructure required to complete road access and provide the Stormwater System in accordance with any approvals granted under the Act in relation to Development Applications will be owned solely by the Owners; and

3.2.2 Council does not:

- 3.2.2.1 subject to Clause 3.4 of this Agreement retain any ownership of Infrastructure; and
- 3.2.2.2 not have any obligations or liabilities in respect of Infrastructure except to the extent that Council, or an employee, contractor or agent of Council causes or contributes to any damage to the said Infrastructure.

3.3 Notwithstanding any provisions to the contrary, the driveway crossover and kerbing on the road reserve are owned by Council. The Owners are responsible for all maintenance of these items and must comply with the provisions of the *Local Government Act 1999* (LG Act), including any permit or authorisation under section 221 of the LG Act.

3.4 The Owners must provide to any person commencing occupation of the Land before commencement of that occupation information regarding this Agreement insofar as it relates to the Acknowledgement, Indemnity and Release contained within Clause 6 of this Agreement.

3.5 Prior to the occupancy of any building on Allotment 2, all roofed areas and other impervious surfaces must be plumbed directly to the Detention Tank.

4. DRAINAGE EASEMENT

- 4.1 Subject to the approval of the Stormwater System under the Act, the Council has agreed to grant the Drainage Easement over the portion of land identified as B in Plan 1 to the Owners substantially on the terms and conditions contained in Annexure E.
- 4.2 In consideration of Council granting the Drainage Easement to the Owners, the Owners shall pay the sum of Five Thousand Dollars (\$5,000) plus GST if applicable.
- 4.3 The Owners shall pay the sum specified in Clause 4.2 of this Agreement plus GST if applicable to Council immediately upon lodgement of the Drainage Easement at the Lands Titles Office for registration.
- 4.4 The Drainage Easement will be granted by separate grant, and the Owners will amend Application 1 accordingly to remove the Drainage Easement.
- 4.5 In the event that after grant and registration of the Drainage Easement, any development approval granted in relation to the Development Applications expires or lapses without having been implemented, then the Owners agree at their expense and without any claim for compensation against the Council, to surrender the easement and to apply to the Registrar General (and to do all other things necessary) to remove any notation of the Drainage Easement against any relevant certificate of title.
- 4.6 The Council will promptly provide any necessary documents and consent required to register the Drainage Easement.
- 4.7 All costs in relation to the preparation stamping and lodgement of the Drainage Easement at the Lands Titles Office will be the sole responsibility of the Owner.

5. INTERNAL DRAINAGE EASEMENTS

The Owners agree and acknowledge that in accordance with the Development Applications, the Stormwater System is required to support the stormwater drainage required for the whole of the Land (including all allotments created in accordance with the Applications) and accordingly each of them acknowledge and agree:

- 5.1 that easements as necessary to support and maintain the Stormwater System within the Land must, to the extent necessary, be granted and maintained at all times;
- 5.2 to maintain and promptly repair any land and infrastructure required for drainage on that Owner's allotment; and
- 5.3 not cause any:
- 5.3.1 damage; or
 - 5.3.2 interference to the said land and infrastructure required for drainage.

6. OWNERS' ACKNOWLEDGEMENT, RELEASE AND INDEMNITY

- 6.1 The Owners acknowledge that the Stormwater System, although approved under the Act, may not be adequate for its intended purpose, and may result in flooding of the Land in a major storm event.

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- 6.2 The Owners fully indemnify the Council in respect of all Claims by any person for injury to any person and/or any loss or damage to property caused by or in connection with or arising out of the Stormwater System in respect of all costs and charges in connection therewith whether arising under statute or common law except to the extent caused or contributed to by the negligence of the Council.
- 6.3 The Owners hereby irrevocably and unconditionally release, discharge and forever hold harmless the Council from any past, current and future Claims relating to or in connection with or arising out of the Stormwater System except to the extent caused or contributed to by the negligence of the Council.

7. COUNCIL'S POWERS OF ENTRY

- 7.1 The Council may at any reasonable time enter the Land for the purpose of:
- 7.1.1 inspecting the Land and any building or structure on the Land;
 - 7.1.2 exercising any other powers of the Council under this agreement or pursuant to law.
- 7.2 If the Owners are in breach of any provision of this agreement, the Council may, by notice served on the Owners, specify the nature of the breach and require the Owners to remedy the breach within such time as may be nominated by the Council in the notice (being at least 28 days from the date of service of the notice unless the circumstances otherwise require). If the Owners fail so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owners.
- 7.3 If in a notice referred to in Clause 7.2 the Council requires the removal of the building or structure from the Land, the Council and its servants or agents are authorised and empowered by the Owners to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the buildings or structure has any monetary value then the Council must use its best endeavours to realise that monetary value and must after the disposal account to the Owners and pay to the Owners the realised value less all expenses incurred.
- 7.4 The Council may delegate any of its powers under this agreement to any person.
- 7.5 The Owners agree that a breach of this agreement may cause loss or injury for which compensation is not an adequate remedy. If the Owners are in breach or is threatening a breach of any provision of this agreement, by word or actions, the Council may obtain an injunction restraining the Owners from committing the breach without proving any actual damage has or will be occasioned by the breach.
- 7.6 Clause 7.5 does not limit the Council's ability to obtain any other remedy against the Owner under this agreement or the Act.

8. SUCCESSOR BOUND

- 8.1 Any obligation on, or act or omission of a Party under this Agreement includes any obligation on, act or omission of any officer, employee, contractor, subcontractors, agent, invitee, lessee or licensee of that Party.
- 8.2 Where the Owner ceases to be an owner of land (or a portion of that land) subject to this Agreement, the Owner will ensure that the person who becomes the owner of the said land (or a portion of land) will enter into, or agree to be bound, by the terms of this Agreement.
- 8.3 The Owners indemnify Council from and against all loss and damage resulting from a breach of Clause 8.2 by the Owners except to the extent caused or contributed to by the negligence of the Council.
- 8.4 Without limiting the above:
- 8.4.1 if a party to this Agreement is a natural person, this Agreement binds that party and that party's heirs, executors, administrators, successors and assigns.
- 8.4.2 if a party to this Agreement is a company, an association or other body corporate, this Agreement binds that party and that party's managers, receivers, liquidators, successors and assigns.
- 8.5 Where a party ceases to be an owner of the land, that party's responsibilities pursuant to this Agreement shall continue to subsist.

9. JOINT AND SEVERAL LIABILITY

If a provision of this Agreement binds two or more parties, that provision binds those parties jointly and severally.

10. OPERATION AND APPLICATION OF THE AGREEMENT

- 10.1 The parties intend that this Agreement will be effective as a Land Management Agreement pursuant to section 57A(a) of the Act and will be registered under the Real Property Act 1886 as a note against an instrument of title to the Land.
- 10.2 Nothing in this Agreement shall be construed as Council granting consent, approval or in any way agreeing to the Development Applications or any current or future development of the Land.

11. NOTING OF THIS AGREEMENT

- 11.1 Each party shall do and execute all such acts, documents and things necessary so that as soon as practicable following the execution of this Agreement by all parties, the Agreement is noted against the Certificate of Title for the Land pursuant to the provisions of Section 57A of the Act.
- 11.2 The Owners must obtain all appropriate consents (including from all holders of registered interests rights or endorsements on the relevant Certificates of Title pertaining to the Land) and also pay any consent fees, stamp duty and registration costs on the Agreement.
- 11.3 Without providing a Notice to the Owners, Council may apply to the Registrar-General to note this Agreement against the Certificate of Title of the Land.

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12. GRANTS OF TIME OR INDULGENCE, COMPROMISE ETC.

- 12.1 Without limiting, affecting, waiving or discharging the liability of a Party under this Agreement, a Party may at any time and from time to time grant any time or other indulgence or consideration to any person who may be jointly or severally obligated under this Agreement.
- 12.2 This Agreement shall not be prejudiced, limited or effected by any delay or laches in the exercise or taking of any right, proceeding or remedy by a Party.

13. NOTICES

- 13.1 The parties acknowledge that any notice required to be given under this Agreement (Notice) shall be sufficiently given if the said Notice:
- 13.1.1 is forwarded to relevant party by registered post to the last known address;
 - 13.1.2 is delivered by hand to the last known address of the relevant party; or
 - 13.1.3 is emailed to last known email address used by the party.
- 13.2 Any such Notice will be deemed to be given:
- 13.2.1 where the said Notice is sent by mail, five Business Days or seven Business Days after posting if posting to or from a place outside Australia);
 - 13.2.2 where the said Notice is delivered by hand, on delivery;
 - 13.2.3 if sent by electronic mail, at the time and on the day shown in the sender's electronic mail delivery report, if it shows that the Notice was sent to the recipient's electronic mail address last Notified by the recipient to the sender.
- 13.3 However if the Notice is deemed to be received on a day that is not a business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

14. ABOUT COUNCIL

- 14.1 Council may delegate any of its powers under this Agreement or pursuant to law.
- 14.2 Council enters into this Agreement as a council acting under section 57A(a) of the Act and not in any other capacity. This Agreement does not preclude or pre-empt the exercise by Council of any other regulatory function of power.

15. TIME OF THE ESSENCE

Time shall be of the essence in respect of any time, date or period specified in this Agreement or in any notice served pursuant to this Agreement.

16. COSTS AND STAMP DUTY

The Owners will pay its and Council's costs of and incidental to the preparation, negotiation and execution of this Agreement. The Owners will pay the costs of and incidental to any documents prepared and executed pursuant to this Agreement and

the costs of registering this Agreement, unless stated otherwise in this Agreement or those other documents.

17. **WHOLE AGREEMENT**

This Agreement constitutes the whole agreement made between the parties concerning the subject matter and supersedes all prior agreements, arrangements and understanding between the parties as to its subject matter.

18. **COUNTERPARTS**

18.1 This Agreement may be executed in any number of counterparts and all those counterparts taken together constitute one and the same instrument.

18.2 Where counterparts are used, this Agreement will come into effect upon the last exchange of either original, facsimile, or email attachment counterpart.

18.3 Where facsimile or email attachment counterparts are exchanged, original counterparts are to be exchanged as soon as practicable, but failure to exchange originals shall not affect the validity of this document.

19. **LAW AND JURISDICTION**

This Agreement is governed exclusively by the law in force in the State of South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

20. **SEVERANCE**

20.1 If any term of this Agreement becomes void or unenforceable at law or in equity due to any legality, ambiguity or otherwise then so far as may reasonably be possible, that term of this Agreement shall be severed from this Agreement which shall otherwise continue in full force and effect.

20.2 Without limiting the above sub clause, any provision in this Agreement which is prohibited in any particular jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition but remains enforceable in all other jurisdictions (as appropriate).

21. **VARIATION**

This Agreement may only be varied by a further agreement executed by each of the parties.

22. **WAIVER**

22.1 Council or its delegate may, conditionally or unconditionally, waive compliance by the Owners with the whole or any part of the Owners' past or future obligations under this Agreement.

22.2 To be effective, a waiver must be in writing and signed by Council or its delegate.

23. EXERCISE OF POWER

- 23.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this Agreement is not a waiver of that power or right.
- 23.2 An exercise of a power or right under this Agreement does not preclude a further exercise of it or the exercise of another right or power.

24. CONSENTS

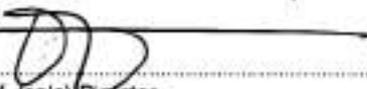
The Owners warrant that no person has a legal interest in the Land except the persons whose consents to this agreement appear in Annexure E.

25. DISCLAIMER

- 25.1 Notwithstanding any Development Approvals granted by Council as the planning authority in relation to Development Application 1, Development Application 2 and any subsequent development applications for the Land, Council does not make any representations as to, or warrants the suitability and functionality of any infrastructure including but not limited to the Stormwater System.
- 25.2 The Owners indemnify Council against all and any claims by their transferees, assigns and successors in title which relate to the suitability and functionality of any infrastructure including but not limited to the Stormwater System except to the extent caused or contributed to by the negligence of the Council.

EXECUTED as an Agreement:

Executed by Felmeri Holdings Pty Ltd
pursuant to section 127 of the *Corporations Act 2001*

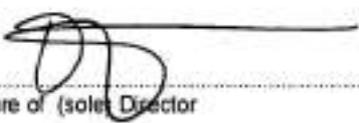


 Signature of (sole) Director
 Name of Director (print)

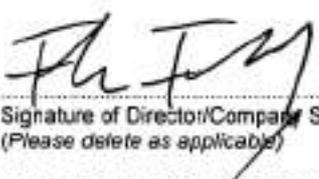


 Signature of Director/Company Secretary
 (Please delete as applicable)
 Name of Director/Company Secretary (print)

Executed by Marcalek Pty Ltd pursuant
to section 127 of the *Corporations Act 2001*



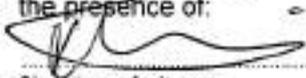
 Signature of (sole) Director
 Name of Director (print)



 Signature of Director/Company Secretary
 (Please delete as applicable)
 Name of Director/Company Secretary (print)

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Signed for The Corporation of the City of Marion by its authorised delegate in the presence of:


Signature of witness

DYLAN O'BRIEN
Name of witness (print)

11/7/2019


Signature of authorised delegate

WARWICK J.D. DELLER-COOMBS
Name of authorised delegate (print)

MANAGER DEVELOPMENT +
Position of authorised delegate REGULATORY SERVICES

Annexure A Development Approval

4 B.

**DECISION NOTIFICATION FORM
DEVELOPMENT ACT 1993**

TO:	Donaghey Surveyors Pty Ltd 718 Anzac Highway GLENELG SA 5045
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DEVELOPMENT APPLICATION NUMBER: 100/1385/2013
(DAC Reference: 100/G145/13)
DATED: 20/08/2013
REGISTERED ON: 20/08/2013

LOCATION (OF PROPOSED) DEVELOPMENT
1700, 1702 and 1704 Main South Road O'HALLORAN HILL 5158 Lot 75 FP: 148111 CT: 5549/833, LOT 76 FP: 148112 CT: 5774/802 and LOT 77 FP: 148113 CT: 5722/514

DESCRIPTION (OF PROPOSED) DEVELOPMENT
Land Division Residential Community Title 3 into 23 allotments (creation of 20 new allotments), the removal of four regulated trees, (2 Almond Trees (<i>Prunus dulcis</i>) and 2 River Red Gums (<i>Eucalyptus camaldulensis</i>)) and construction of the common driveway, front masonry fence, site works, retaining walls 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	8/01/2015	8
Land Division Consent	Granted	8/01/2015	8
Building Rules Consent	Granted (By Private Certifier)	23/07/2015	0
DEVELOPMENT APPROVAL	Granted	27/07/2015	16

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: 100/1385/2013
APPLICANT: Donaghey Surveyors Pty Ltd
LOCATION: 1700, 1702 and 1704 Main South Road
O'HALLORAN HILL 5158
Lot: 75 FP: 148111 CT: 5549/833, LOT:76 FP:
148112 CT: 5774/802 and
LOT: 77 FP: 148113 CT: 5722/514

DESCRIPTION OF DEVELOPMENT: Land Division Residential Community Title 3 into 23 allotments (creation of 20 new allotments), the removal of four regulated trees, (2 Almond Trees (*Prunus dulcis*) and 2 River Red Gums (*Eucalyptus camaldulensis*)) and construction of the common driveway, **front masonry fence**, site works, retaining walls and landscaping

DECISION: Development Approval Granted
DATE OF DECISION: 27/07/2015

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 proceed in accordance with the plans and details submitted with and forming part of Development Application No. 100/1385/2013 (DAC reference. 100/C145/13) (being Plan of Division F145513 prepared by Donaghey Surveyors Pty Ltd, Site Plan Layout Drawing No: 4612.13 Revision 'E' prepared by MC Noble Building Designers, Stormwater Calculations Report Project No: 16485 and Stormwater Drainage Layout Plans drawing numbers: 16485-C01 and 16485-C02 prepared by PT Design and Tree Report ATS2679-1198GreRdCsem: Tree Report for Felmeri Homes prepared by Arborman Tree Solutions dated 17th April 2014) except when varied by the following conditions of consent.

- (2) Subject to condition 3, all buildings, structures 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) Construction of the front fence, common driveway, retaining walls and landscaping (of common land – trees and ground covers adjacent common driveway and front fence) shall be constructed, installed and completed 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.
 - (4) 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.
 - (5) 5.1 An Open Space Contribution Fee is to be paid to the City of Marion in lieu of the provision of 12.5% public open space; totalling \$129,760. ✓
5.2 Payment of \$246 shall be made into the City of Marion's Urban Trees Fund in lieu of the 3 (three) replacement trees that are not to be provided for on the site. ✓
- These moneys shall be provided 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.
- (6) Five of the trees to be planted at the front of the site are to compensate for the removal of the Regulated Trees. Replacement trees must be planted in a suitable position greater than 10 metres in distance from any dwelling or in-ground swimming pool. The replacement trees must not be exempt species listed under Regulation 6A clause (5)(b) of the Development Regulations 2008, or a tree belonging to a class of plant declared by the Minister under section 174 of the Natural Resources Management Act 2004.

The replacement tree planting shall occur within twelve months of the trees' removal and shall be maintained in good condition at all times and replaced if necessary.
 - (7) The two *Eucalyptus cladocalyx* (Sugar Gum's) located on allotments 12 and 13, the two *Eucalyptus camaldulensis* (River Red Gum's) located on allotments 1 and 5 and the *Eucalyptus leucoxylon* (South Australian Blue Gum) located on allotment 4 otherwise identified as Trees 1, 2, 4, 5 and 8 in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem shall be retained. The area beneath the tree's canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove these trees, an approval from the Council must be obtained).

- (8) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected outside of the trunk of the regulated and significant trees to be retained on the site at a distance consistent with the Tree Protection Zones (TPZ) specified in the Arborist Tree Solutions Report ATS2679-1198GreRdCsem for Trees 1, 2, 4, 5 and 8 identified in the same report. A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.

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 H0009970).
The necessary easements shall be granted to the S A Water Corporation free of cost.
- (2) 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.
- (3) All access to/from the site shall be gained via the common property access only.
- (4) All vehicles must enter and exit Main South Road in a forward direction.
- (5) All access to/from Development Allotments 1 & 23 shall be located as close as practicable to the property boundary of adjoining Allotments 2 & 22 (respectively).
- (6) The shared access shall be provided with a section of sealed shoulder along Main South Road, extending 15.0m either side of the centre line of the access point. Furthermore, the access point must be sealed and flared from the property boundary to Main South Road. All works must be undertaken to the satisfaction of Department of Planning, Transport and Infrastructure, with all costs (including design, construction and project management) to be borne by developer.
- (7) Trimming and/or removal of roadside vegetation, and a reduction to the existing embankments on the Main South Road frontage, shall be undertaken to achieve adequate sightlines for drivers exiting the development.

- (8) No stormwater from this division shall be permitted to discharge on-surface to Main South Road. Additionally, any existing drainage of the road must be accommodated in the development and any alterations to road drainage infrastructure as a result of this development shall be at the expense of the applicant.

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

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) 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.

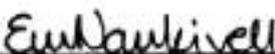
Appeal Rights:

- (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:

29 / 07 / 2015

Cc:

Feimeri Homes
315 Payneham Road
ROYSTON PARK SA 5070

IMPORTANT INFORMATION

The following matters may influence any consent or approval that has been granted:

• **Other Approvals may be required**

The granting of this consent or approval does not remove the need for the applicant to obtain all other consents that may be required by any other legislation or regulation, encumbrance, land management agreement or similar. It also does not imply that the building will comply with the provisions of the Disability Discrimination Act 1993. The Applicant's attention is particularly drawn to the need to consult electricity suppliers in relation to high voltage power lines and required clearance distances to buildings.

• **Public and Environmental Health**

The Public and Environmental Health Act requires that:

- proper sanitary facilities must be existing and available or be provided to all building sites (i.e. a water flush chemical toilet or toilet connected to sewer or a septic tank);
- an appropriate waste receptacle/enclosure be provided to contain all builders' waste; and
- the site is maintained in a clean condition, free of litter, at all times.

The applicant is advised (and should in turn advise the property owner, builders and all contractors) of their responsibility under the Environment Protection Act 1993 to not harm the environment. Specifically:

- paint, plaster, concrete and brick wastes, and wash waters should not be discharged to the stormwater system or onto land where it is reasonably likely to enter any waters;
- litter should be appropriately stored on site pending removal;

- excavation and site disturbance should be limited, and in particular dust generation should be minimised;
- entry/exit points to the site should be managed to prevent soil being carried off site by vehicles;
- sediment barriers should be used (particularly on sloping sites).

On the spot fines apply for breaches. Further information is available by contacting the EPA on 8204 2000.

• **Works on Council owned land, including footpaths**

The applicant is advised that any works undertaken on Council owned land (including, but not limited to, works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Infrastructure Department, prior to any works being undertaken. Driveway Access Permit Forms, in particular, must be completed and approved prior to driveway construction occurring. Further information may be obtained by phoning 8375 6600.

Council has requirements for all works that occur in the verge area. In particular, Council requires all redundant driveways to be closed and all new driveways to grade toward the road between the kerb and the front boundary of the property with the level at the front property boundary being between 50mm and 150mm above the top of the kerb, or, as approved by Council.

If damage to kerbs, watertables, footpaths etc is present prior to construction commencing, it is advisable to supply Council with dated photos and measurements of defects; otherwise it will be assumed that all damage was caused during construction. Any damage during construction will be the responsibility of the builder/site owner to remedy. Failure to do so will result in such repairs being carried out by the Council and charged to the builder.

All works on Council owned land required as part of this development are likely to be at the applicant's cost.

Material stockpiles and temporary toilet facilities should all be placed on site and not on the footpath or public roads or reserves. Failure to keep the road reserve clean and suitable for pedestrian and vehicular traffic may result in Council or other agencies taking action under the Local Government Act, the Public and Environmental Health Act, and/or the Environment Protection Act.

• **Other**

Property owners are responsible for notifying Council of any **change in ownership** and/or any **change of property owner's mailing address**. This notification must be received in writing or by facsimile by Council's Rates Department (fax no: 8375 6888). Failure to do so may result in rates notices not being received and fines being imposed.

Existing vegetation to be retained and/or **planting to occur in the vicinity of building works** may alter soil conditions and/or affect buildings. The applicant is therefore urged to seek expert advice from suitably qualified persons before designing footings, undertaking construction, and/or planting any vegetation in the vicinity of any building.

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the applicant are accurate. It is recommended that the applicant **employ a licensed surveyor** to carry out an identification survey and peg the true boundaries prior to construction commencing. Any discrepancies identified between the dimensions on the approved drawings and the true survey must be reported to the Council for advice on implications on the proposed development. Where a solid wall is proposed on a boundary, it is necessary for any relevant sections of fencing to be removed. It is advisable to gain permission from the adjoining owner(s) before moving or altering any fencing or before using a neighbour's property for access. Owners/applicants should also be aware of their obligations under the Fences Act to notify neighbours before carrying out fencing work on boundaries.

The EPA Information Brochure "Construction Noise" outlines recommended hours of operation outside which noisy activities should not occur. Further information is available by phoning the Environment Protection Authority on 8204 2000.

PURPOSE: EASEMENT
AREA NAME: CHALLORAN HILL
APPROVED:

MAP REF: 662710/F
COUNCIL: THE CORPORATION OF THE CITY OF MARION
DEPOSITED/FILED:

LAST PLAN:
DEVELOPMENT NO.:

SHEET 1 OF 1
65438_001_01_01

AGENT DETAILS: DOWAGHEY SURVEYORS PTY LTD
 716 ANZAC HIGHWAY
 GLENELG SA 5045
 PH: 83762886
 FAX: 83762888

SURVEYORS CERTIFICATION:

AGENT CODE: FD40P
REFERENCE: F154513

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL ALLOTMENT(S)	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5722	514		514	77	F	148112	NOARLUNGA		
CT	5774	862		862	76	F	148112	NOARLUNGA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
PROPOSED	74 IN F148110	SHORT	EASEMENT(S)	B	FOR DRAINAGE PURPOSES	COUNCIL FOR THE AREA	
PROPOSED	73 IN F148109	SHORT	EASEMENT(S)	B	FOR DRAINAGE PURPOSES	COUNCIL FOR THE AREA	
PROPOSED	2 IN F5610	SHORT	EASEMENT(S)	B	FOR DRAINAGE PURPOSES	COUNCIL FOR THE AREA	

ANNOTATIONS: SEE CT FOR EXISTING EASEMENT DETAILS

CITY OF MARION
 DEVELOPMENT PLAN CONSENT
 - 8 JAN 2015
GRANTED
 REFER TO DECISION NOTIFICATION FORM FOR ANY CONDITIONS

CITY OF MARION
 COMPLYING DEVELOPMENT
 N/A - 8 JAN 2015
 DEVELOPMENT PLAN CONSENT
GRANTED

(08) 8375 6600

(08) 8375 6699

council@marion.sa.gov.au

245 Sturt Road, Sturt SA 5047

Monday to Friday — 8:30am to 5:00pm

PO Box 21, Oaklands Park SA 5046



**DECISION NOTIFICATION FORM
DEVELOPMENT ACT 1993**

TO:	Mr Michael Noble 45 College Road SOMERTON PARK SA 5044
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DEVELOPMENT APPLICATION NUMBER: 100/2017/1481
DATED: 11/08/2017
REGISTERED ON: 11/08/2017

LOCATION OF PROPOSED DEVELOPMENT 1700 - 1704 Main South Road O'HALLORAN HILL 5158 Lot: 75 FP: 148111 CT: 5549/833, Lot: 76 FP: 148112 CT: 5774/802, LOT: 77 FP: 148113 CT: 5722/514

DESCRIPTION OF PROPOSED DEVELOPMENT Construction of a pre-school (childcare centre), associated earthworks and retaining, car parking and landscaping

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	RESERVED MATTERS	NUMBER OF CONDITIONS
Development Plan Consent	Granted	31/07/2018	2	24
Building Rules Consent	STILL REQUIRED			
DEVELOPMENT APPROVAL	STILL REQUIRED			

0 representations were received from third parties concerning your Category Three proposal. If third party representations were received, those persons can lodge an appeal against this consent, therefore this consent does not become operative until 15 business days after the date of the decision or until such time as an appeal is determined.

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' on the last page of this Decision Notice.

Note - this is not a Development Approval. Development Plan Consent only has been granted. No work can commence until full Development Approval has been obtained.

Signature of Administration Officer:

Planning Officer: Alex Wright

Delegates of City of Marion

Date: 3 August, 2018

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

P (08) 8375 6600

Administration Centre 245 Sturt Road, Sturt SA 5047

F (08) 8375 6699

Office Hours Monday to Friday — 8:30am to 5:00pm

E council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

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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.

Reserved Matters:

Pursuant to Section 33(3) of the Development Act, Council RESERVES its decision in relation to the following matters. Development Approval cannot be issued by the Council unless and until it has assessed such matters and granted its consent in respect thereof.

1. Detail of a sound attenuating fence on the western side boundary of the subject site to protect the privacy and amenity of the neighbouring residential land, shall be provided to Council for consideration and approval prior to the issue of Development Approval.
2. Bollard lighting shall be provided in appropriate locations throughout the car park and adjacent the building's entry to enhance safety and security in non-daylight hours. Details of the lighting shall be provided to Council for consideration and approval prior to the issue of Development Approval.

Pursuant to Section 33(3) of the Development Act 1993 the Council reserves its decision on the form and substance of any further conditions of development plan consent that it considers appropriate to impose in respect of the reserved matter outlined above.

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.100/1481/2018 (being plans titled "Stormwater Management (drawing number 19820-C01)" prepared by PT Design, received by Council on 11/4/2018, and plans title "Site Plan, Ground Plan, Front 'South' Elevation, Rear 'North' Elevation, Side 'East' Elevation and Side 'West' Elevation" prepared by Noble Design, and received by Council on 11/4/2018) except when varied by the following conditions of consent.
- (2) A 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, stormwater disposal details, and the location of all existing street infrastructure and street trees.

- (3) The hours of operation of the premises shall be restricted to the following times:
 - Between the hours of 6.30am and 6.30pm Monday to Friday (excluding public holidays).
- (4) The use of the external play areas shall be restricted to the following times:
 - Between the hours of 7.00am and 6.30pm Monday to Friday (excluding public holidays).
- (5) The existing *Eucalyptus camaldulensis* or River Red Gum located within the *south eastern* corner of the property shall be retained. The area beneath the tree's canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove this tree, an approval from the Council must be obtained).
- (6) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected at a distance of 9.5m metres from the centre of the trunk apart from where the existing boundary fences and proposed building footprint will form the extent of the tree protection boundary. A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.
- (7) Any structural roots (i.e. greater than 25mm in diameter) of the regulated tree to be retained that are uncovered outside of the Tree Protection Area shall be retained where possible or, if not, shall be severed by saw cutting, sharp axe or secateurs and not with a backhoe or machinery or blunt instrument. Wounds shall be immediately dressed with a commercially available tree-wound healing compound.
- (8) 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.
- (9) A trap shall be installed as part of the site's stormwater system to prevent grease, oil, sediment, litter and other substances capable of contaminating stormwater from entering the Council's stormwater drainage system. The trap shall be regularly cleaned and maintained in good working order to the reasonable satisfaction of the Council.

- (10) All waste disposal and pick up shall be undertaken in accordance with the requirements stipulated within the *Environment Protection (Noise) Policy 2007*, or subsequent legislation.
- (11) All waste and other rubbish shall be stored and screened in a manner so that it does not create insanitary conditions, unreasonable nuisance or pollution (including entering the stormwater system) to the environment to the reasonable satisfaction of the Council.
- (12) All areas nominated as landscaping or garden areas on the approved plans shall be planted with a suitable mix and density of trees, shrubs and groundcovers prior to the occupation of the premises and thereafter maintained to the reasonable satisfaction of the Council.
- (13) Landscaping shall be maintained so as to not obstruct the views of drivers or pedestrians entering or exiting the site, to the reasonable satisfaction of Council.
- (14) All loading and unloading of vehicles associated with the subject premises shall be carried out entirely upon the subject land.
- (15) Driveways, car parking spaces, manoeuvring areas and landscaping areas shall not be used for the storage or display of any goods, materials or waste at any time.
- (16) Designated accessible car parking spaces shall be designed and provided in accordance with the provisions contained in Australian Standard AS1428 - 2003.
- (17) 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.
- (18) All car parking spaces shall be line-marked or delineated in a distinctive fashion prior to occupation of the premises, with the marking maintained in a clear and visible condition at all times.
- (19) Bicycle facilities shall be provided in accordance with Australian Standard AS 1742.9-2000 "Manual of uniform traffic control devices Part 9: Bicycle facilities".
- (20) All vehicle access to and from the subject site during construction shall be located and designed in accordance with Site Plan produced by Noble Design, Drawing No. 4895.2017.1, Rev A, dated July 2017.
- (21) The largest vehicle permitted on the site shall be a 10.0 metre refuse vehicle. All vehicles larger than a B59 vehicle shall access the site outside of peak business hours only.

- (22) Clear sightlines, as shown in figure 3.3 'Minimum Sight Lines for Pedestrian Safety' in AS/NZS 2890.1:2004, shall be provided at the property line to ensure adequate visibility between vehicle leaving the site and pedestrians on the adjacent footpath.
- (23) Stormwater run-off shall be collected on-site and discharged without jeopardising the integrity and safety of Main South Road. Any alterations to the road drainage infrastructures required to facilitate this shall be at the applicants cost.
- (24) No element of the signage visible from the abutting roads shall flash, scroll, move or change. Furthermore, all signage visible from the abutting roads shall be finished in a material of low reflectivity to minimise the risk of sun and headlamp glare for motorists.

BUILDING RULES CONSENT

STILL REQUIRED

NOTES:

General:

1. 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.
2. 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).
3. 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.
4. 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.
5. Any existing driveway crossovers that become redundant as a result of a development must be reinstated to match the existing kerb profile along the road frontage of the property.

P (08) 8375 6600

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E council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

www.marion.sa.gov.au



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.

Advisory Note:

1. Any variation/amendment to the plans and documentation granted Development Plan Consent will require further approval from the Council. If the amendments are deemed to be minor in nature, in the opinion of the Council, they may be accepted as part of the current application pursuant to Regulation 47A of the Development Regulations 2008. Alternatively, if in the opinion of the Council, the variation(s) are not considered to be minor in nature, a new variation application must be lodged with the Council for assessment against the relevant Marion Council Development Plan.

Please note, minor variations cannot be simply incorporated within the Building Rules Consent documents; they must be applied for in writing. Any discrepancies between the plans granted Development Plan Consent and Building Rules Consent documents may prevent Development Approval being issued, unless the amendments have previously been authorised by the Council.

2. Developers are responsible for providing telecommunications infrastructure in their developments. To provide this infrastructure, you need to contract a carrier to install telecommunications infrastructure in your new development.

Developers can choose any carrier to service their development. If they don't choose another carrier:

- nbn is the Infrastructure Provider of Last Resort for larger developments (100 lots or more), and for all developments in areas where nbn is rolling out.
- Telstra is the Infrastructure Provider of Last Resort for smaller developments (less than 100 lots), until the nbn rolls out in the area.

Developers are asked to apply at least 6 months before the required date of service, to ensure a connection is ready when residents move in.

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Website links

Australian Government's Telecommunications in New Developments policy

<https://www.communications.gov.au/policy/policy-listing/telecommunications-new-developments>

How to get nbn ready fact sheet

<https://www.nbnco.com.au/content/dam/nbnco2/documents/how-to-get-nbn-ready.pdf>

nbn new property developments page

<https://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>

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.

Cc:

Felmeri Homes

32 King William Road

WAYVILLE SA 5034

Environment, Resources and Development Court

erdcourt@courts.sa.gov.au

DPTI.DevelopmentApplications@sa.gov.au

IMPORTANT INFORMATION *(Last updated 2/6/05)*

The following matters may influence any consent or approval that has been granted:

- **Other Approvals may be required**

The granting of this consent or approval does not remove the need for the applicant to obtain all other consents that may be required by any other legislation or regulation, encumbrance, land management agreement or similar. It also does not imply that the building will comply with the provisions of the Disability Discrimination Act 1993. The Applicant's attention is particularly drawn to the need to consult electricity suppliers in relation to high voltage power lines and required clearance distances to buildings.

- **Public and Environmental Health**

The Public and Environmental Health Act requires that:

- proper sanitary facilities must be existing and available or be provided to all building sites (i.e. a water flush chemical toilet or toilet connected to sewer or a septic tank);
- an appropriate waste receptacle/enclosure be provided to contain all builders' waste; and
- the site is maintained in a clean condition, free of litter, at all times.

The applicant is advised (and should in turn advise the property owner, builders and all contractors) of their responsibility under the Environment Protection Act 1993 to not harm the environment. Specifically:

- paint, plaster, concrete and brick wastes, and wash waters should not be discharged to the stormwater system or onto land where it is reasonably likely to enter any waters;
- litter should be appropriately stored on site pending removal;
- excavation and site disturbance should be limited, and in particular dust generation should be minimised;
- entry/exit points to the site should be managed to prevent soil being carried off site by vehicles;
- sediment barriers should be used (particularly on sloping sites).

On the spot fines apply for breaches. Further information is available by contacting the EPA on 8204 2000.

- **Works on Council owned land, including footpaths**

The applicant is advised that any works undertaken on Council owned land (including, but not limited to, works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Infrastructure Department, prior to any works being undertaken. Driveway Access Permit Forms, in particular, must be completed and approved prior to driveway construction occurring. Further information may be obtained by phoning 8375 6600.

Council has requirements for all works that occur in the verge area. In particular, Council requires all redundant driveways to be closed and all new driveways to grade toward the road between the kerb and the front boundary of the property with the level at the front property boundary being between 50mm and 150mm above the top of the kerb, or, as approved by Council.

If damage to kerbs, waterables, footpaths etc is present prior to construction commencing, it is advisable to supply Council with dated photos and measurements of defects; otherwise it will be assumed that all damage was caused during construction. Any damage during construction will be the responsibility of the builder/site owner to remedy. Failure to do so will result in such repairs being carried out by the Council and charged to the builder.

All works on Council owned land required as part of this development are likely to be at the applicant's cost.

Material stockpiles and temporary toilet facilities should all be placed on site and not on the footpath or public roads or reserves. Failure to keep the road reserve clean and suitable for pedestrian and vehicular traffic may result in Council or other agencies taking action under the Local Government Act, the Public and Environmental Health Act, and/or the Environment Protection Act.

- **Other**

(08) 8375 6600

(08) 8375 6699

council@marion.sa.gov.au

245 Sturt Road, Sturt SA 5047

Monday to Friday — 8:30am to 5:00pm

PO Box 21, Oaklands Park SA 5046



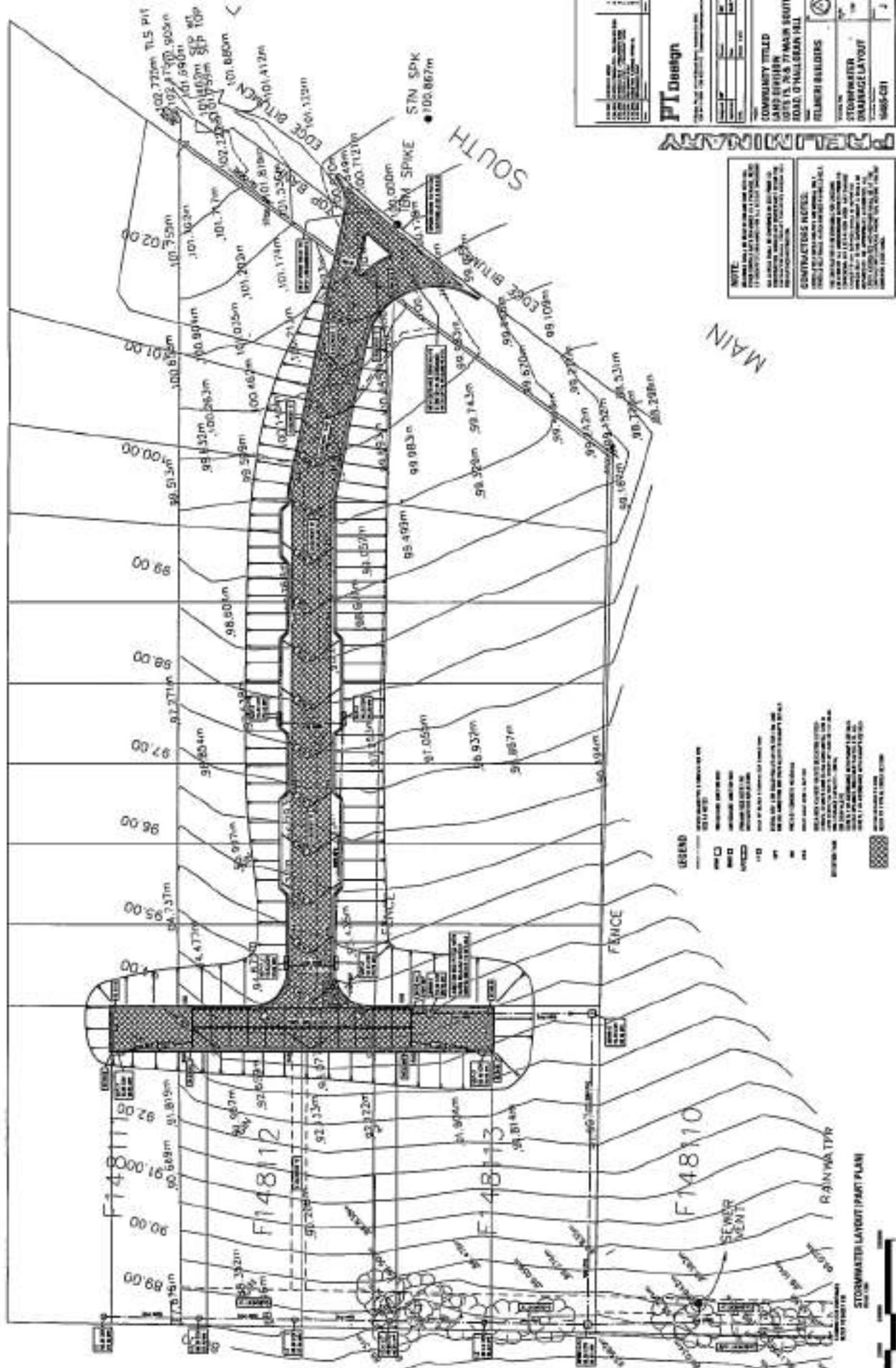
Property owners are responsible for notifying Council of any change in ownership and/or any change of property owner's mailing address. This notification must be received in writing or by facsimile by Council's Rates Department (fax no: 8375 6888). Failure to do so may result in rates notices not being received and fines being imposed.

Existing vegetation to be retained and/or planting to occur in the vicinity of building works may alter soil conditions and/or affect buildings. The applicant is therefore urged to seek expert advice from suitably qualified persons before designing footings, undertaking construction, and/or planting any vegetation in the vicinity of any building.

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the applicant are accurate. It is recommended that the applicant employ a licensed surveyor to carry out an identification survey and peg the true boundaries prior to construction commencing. Any discrepancies identified between the dimensions on the approved drawings and the true survey must be reported to the Council for advice on implications on the proposed development. Where a solid wall is proposed on a boundary, it is necessary for any relevant sections of fencing to be removed. It is advisable to gain permission from the adjoining owner(s) before moving or altering any fencing or before using a neighbour's property for access. Owners/applicants should also be aware of their obligations under the Fences Act to notify neighbours before carrying out fencing work on boundaries.

The EPA Information Brochure "Construction Noise" outlines recommended hours of operation outside which noisy activities should not occur. Further information is available by phoning the Environment Protection Authority on 8204 2000.

Annexure B Stormwater Drainage Layout

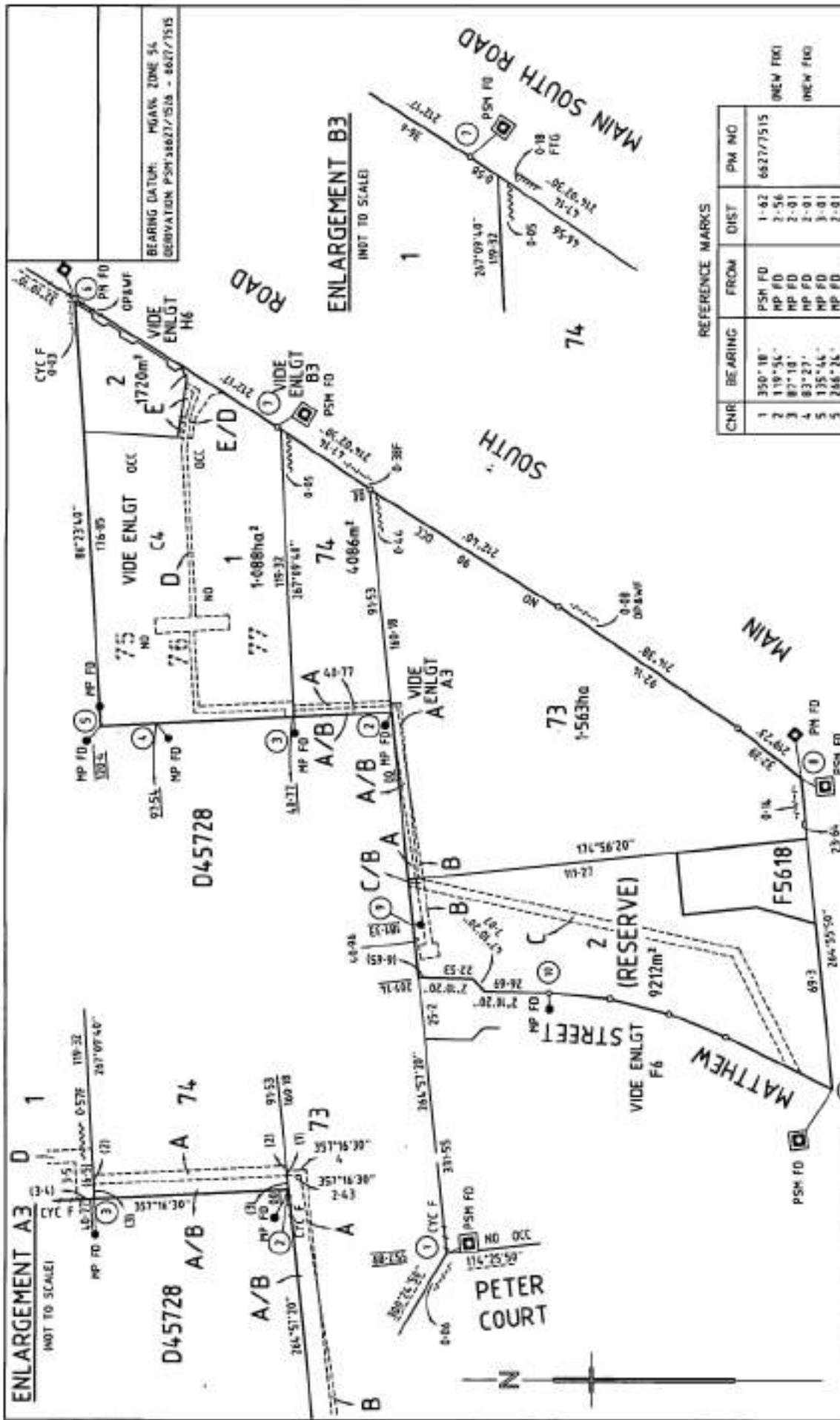


Annexure C Plan 1

PURPOSE: DIVISION AND EASEMENT	AREA NAME: CHALLORAN HILL	APPROVED:	
MAP REF: 662710K, 662710L, 662710F, 662710G	COUNCIL: THE CORPORATION OF THE CITY OF MARRION	DEPOSITED/FILED:	SHEET 1 OF 2
LAST PLAN:	DEVELOPMENT NO: 100/0355/17/001		59410_dwd_01_v01
AGENT DETAILS: DOMAGREY SURVEYORS PTY LTD 718 ANZAC HIGHWAY GLENELG SA 5045 PH: 83762888 FAX: 83752888		SURVEYORS CERTIFICATION:	
AGENT CODE: FDAMP			
REFERENCE: F154513			
SUBJECT TITLE DETAILS:			
PREFIX	VOLUME	FOLIO	OTHER
CT	575	21	
			PARCEL ALLOTMENT(S)
CT	574	768	
			ALLOTMENT(S)
CT	572	514	
			ALLOTMENT(S)
CT	574	802	
			ALLOTMENT(S)
CT	548	433	
			ALLOTMENT(S)
CT	624	316	
			ALLOTMENT(S) (RESERVE)
			NUMBER
			PLAN
			NUMBER HUNDRED / I.A./ DIVISION
			TOWN
			REFERENCE NUMBER
			73
			F
			148139
			NOARLUNGA
			74
			F
			148110
			NOARLUNGA
			77
			F
			148113
			NOARLUNGA
			76
			F
			148112
			NOARLUNGA
			75
			F
			148111
			NOARLUNGA
			2
			F
			5518
			NOARLUNGA
OTHER TITLES AFFECTED:			
EASEMENT DETAILS:			
STATUS	LAND BURDENED	FORM	CATEGORY
EXTINGUISH	77 IN F148113	LONG	EASEMENT(S)
EXTINGUISH	76 IN F148112	LONG	EASEMENT(S)
EXISTING	2 (RESERVE)	LONG	EASEMENT(S)
EXISTING	73	LONG	EASEMENT(S)
EXISTING	74	LONG	EASEMENT(S)
PROPOSED	73,74, 2 (RESERVE)	LONG	EASEMENT(S)
			IDENTIFIER
			PURPOSE
			IN FAVOUR OF
			CREATION
			A IN F148113
			THE MINISTER FOR INFRASTRUCTURE
			T4240233
			A IN F148112
			THE MINISTER FOR INFRASTRUCTURE
			T4193301
			C
			SOUTH AUSTRALIAN WATER CORPORATION
			T4353527
			A
			THE MINISTER FOR INFRASTRUCTURE
			T4226977
			A
			THE MINISTER FOR INFRASTRUCTURE
			T4191735
			B
			FOR STORM WATER PURPOSES
			1 AND 2

EASEMENT DETAILS:						
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF
PROPOSED	1	LONG	RIGHT(S) OF WAY	E		2
PROPOSED	1	LONG	EASEMENT(S)	D	FOR STORM/WATER PURPOSES	1

ANNOTATIONS: NO OCCUPATION ON SUBJECT LAND BOUNDARIES UNLESS SHOWN OTHERWISE
 ALLOTMENT 2 (RESERVE) DOES NOT FORM PART OF THE DIVISION PROCESS
 EASEMENT B FOR STORM WATER PURPOSES DOES NOT FORM PART OF THE DIVISION



ENLARGEMENT A3
 (NOT TO SCALE)

ENLARGEMENT B3
 (NOT TO SCALE)

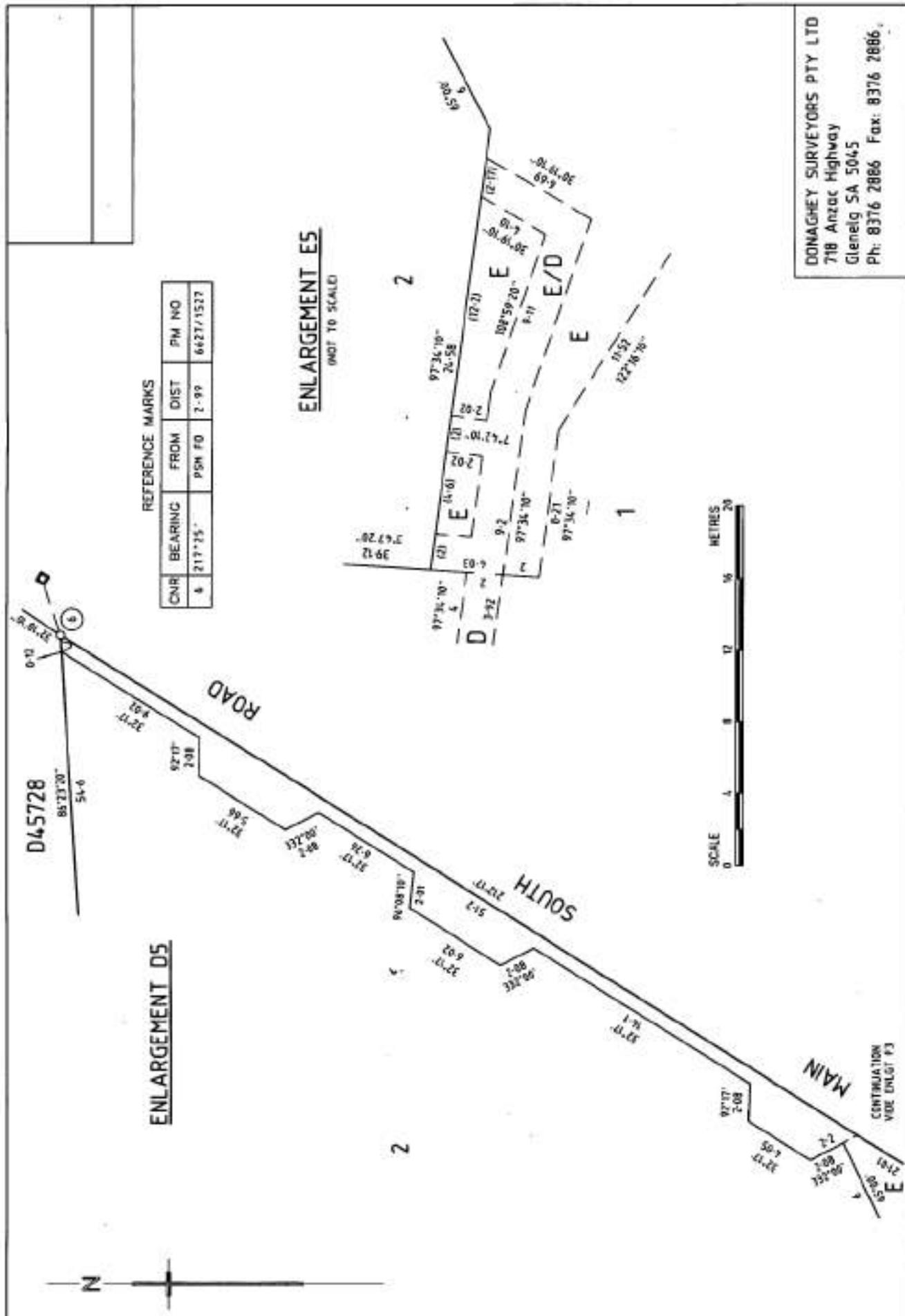
BEARING DATUM: MAGN. ZONE 54
 OBSERVATION: PSM 6827/7515 - 6827/7515

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
1	350°18'	PSM FD	1-62	6827/7515
2	119°54'	MP FD	2-56	
3	87°18'	MP FD	2-01	
4	83°27'	MP FD	2-01	
5	135°44'	MP FD	3-01	
5	268°24'	MP FD	2-01	
6	217°25'	PSM FD	2-99	6827/1527
7	307°23'	PSM FD	0-91	6827/1526
8	257°41'	PSM FD	1-72	6827/4552
9	31°55'	PSM FD	0-81	6827/9981
10	91°23'	MP FD	0-25	
11	123°13'	PSM FD	19-89	6827/11189

SCALE
 METRES

DONAGHEY SURVEYORS PTY LTD
 718 Anzac Highway
 Glenelg SA 5045
 Ph: 8376 2886 Fax: 8376 2886
 REF: F154513



ENLARGEMENT F6

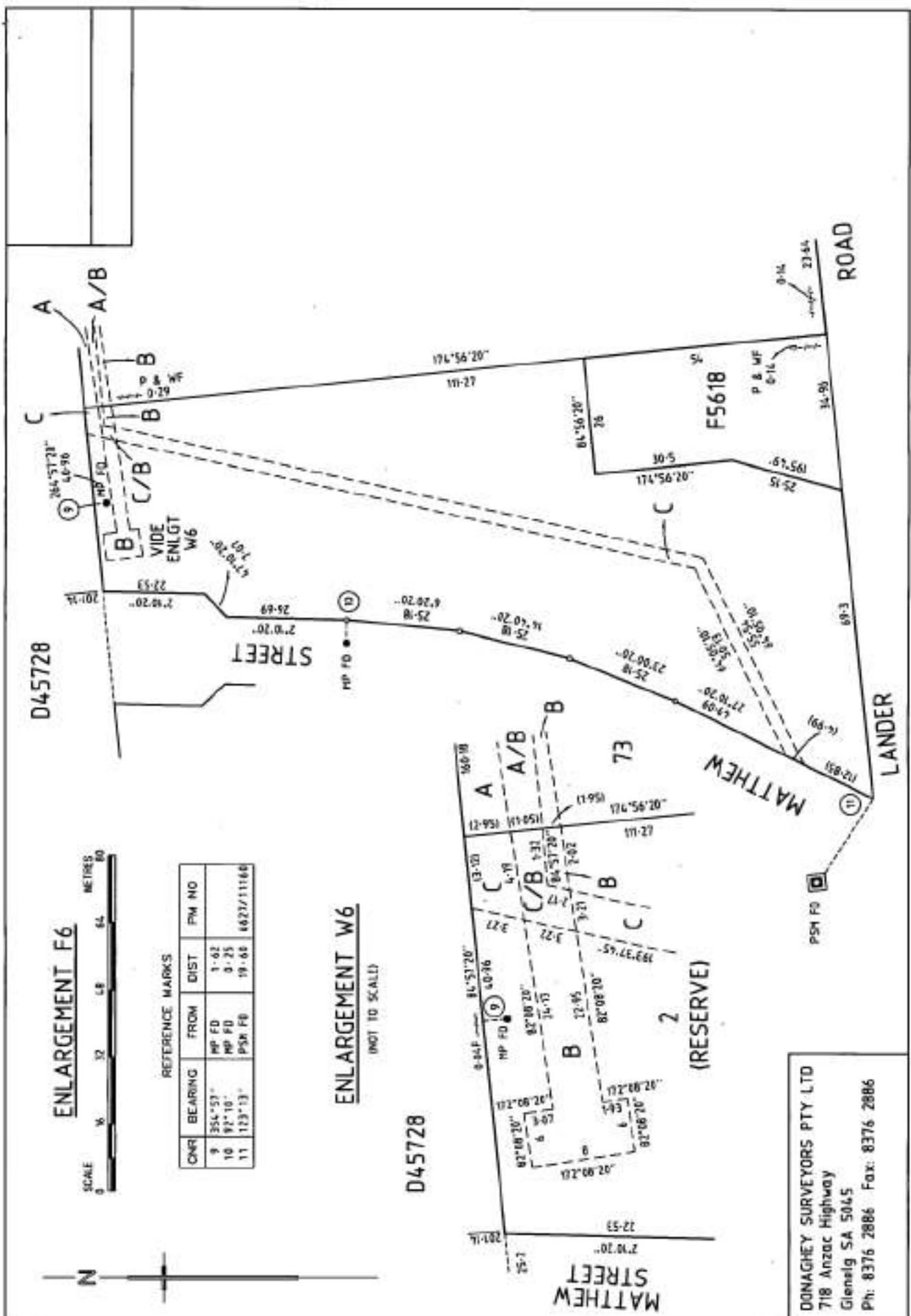


REFERENCE MARKS

CNR	BEARING	FROM	DIST	FM NO
9	354°57'	MP FD	1.62	
10	92°10'	MP FD	0.25	
11	123°13'	PSM FD	19.66	6021/11160

ENLARGEMENT W6

(NOT TO SCALE)



DONAGHEY SURVEYORS PTY LTD
 718 Anzac Highway
 Glenside SA 5045
 Ph: 8376 2886 Fax: 8376 2886

Annexure D Form of Drainage Easement

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

To be completed by lodging party	Office Use Only
ANNEXURE to APPLICATION dated 15/7/2019	NUMBER
over Certificate of Title Volume: 5549 Folio: 833 ad Volume 5774 folio 802 & Volume 5979 folio 514	

off. 1
LAND: The whole of the land comprised in Certificate of Title Volume 5549 Folio 833

DEALING: Application to Note Land Management Agreement between THE CORPORATION OF THE CITY OF MARION and FELMERI HOLDINGS PTY LTD (ACN: 163 148 696)

APPLICANT: The Corporation of the City of Marion

EXECUTION

Signed as delegate for The Corporation of the City of Marion under section 20 of the Development Act 1993


(Signature)

WARWICK JO DELLER-
(Print full name) COOMBS

MANAGER DEVELOPMENT
(Print position held) REGULATORY SERVICES


(Witness Signature)

DYLAN O'BRIEN
(Witness name)

11/7/2019
(Date)

10 SLOAN RD HAWTHORNDENE
0419 819 197

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

To be completed by lodging party

Office Use Only

ANNEXURE to APPLICATION dated 15 July 2019 **NUMBER**

over Certificates of Title Volume: 5722 Folio: 514
and Volume 5774 Folio 802
Secondly and Volume 5594 folio 833

LAND: The whole of the land comprised in Certificates of Title Volume 5722 Folio 514 and Volume 5774 Folio 802

DEALING: Application to Note Land Management Agreement between THE CORPORATION OF THE CITY OF MARION and MARCALEK PTY LTD (ACN: 603715868)

APPLICANT: The Corporation of the City of Marion

EXECUTION

Signed as delegate for The Corporation of the City of Marion under section 20 of the Development Act 1993


.....
(Signature)

WARWICK IDDELLER.....
(Print full name) COMBS

MANAGER DEVELOPMENT.....
(Print position held)

REGULATORY SERVICES


.....
(Witness Signature)

DYLAN O'BRIEN.....
(Witness name)

11/7/2019.....
(Date)

10 SLOAN RD HANWORTH DENE
0419 819 177

DECISION NOTIFICATION FORM

Section 126(1) of the *Planning, Development and Infrastructure Act 2016*

MINOR VARIATION REG 65 – GRANTED 13 November 2023 (see details on page 2)

TO THE APPLICANT:

Name: Gaston Developments
Address: 28 Dequetteville Tce, Kent Town SA 5067
Email: admin@gastondevelopments.com.au (Attn: Stuart Gaskin – 0409 837 246)

IN REGARD TO:

Development application no.: 100-2020-1242	Council: City of Marion
Planning Authority (if private planner):	
Nature of proposed development: Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division	

LOCATION OF PROPOSED DEVELOPMENT:

1700-1704 Main South Rd, O'Halloran Hill

DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Building consent	Granted	31 Aug 2020	1	NIL	Neil Kirkham – KBS Consultants Pty Ltd – Building Level 1

FROM THE RELEVANT AUTHORITY:

KBS KBS Consultants Pty Ltd
59 Hughes Street
Unley SA 5061
T: (08) 8274 1500
E: admin@kbsconsultants.com.au

BRC Approval Date: 31 August 2020

KBS Job Number: 20170251

13 November 2023

**INFORMATION TO BE INCLUDED ON DECISION TO GRANT A MINOR VARIATION
PURSUANT TO REGULATION 65**

MINOR VARIATION TO PREVIOUS AUTHORISATION:

Consent affected	Description of minor variation	Date minor variation endorsed*	Entity responsible for decision
Building Consent	Lot 12 (Formerly Lot 2) - Updated and revised lintel to remedy framing issues	13 November 2023	Neil Kirkham – KBS Consultants Pty Ltd – Building Level 1

*date minor variation endorsed does not affect operative date of original consent

CONDITIONS OF BUILDING CONSENT:

1. All stormwater must be disposed of in such a manner that it does not flow or discharge onto land of adjoining owners or lie against any building or create insanitary conditions. It is recommended where possible to drain stormwater from the building and paved areas to the street watertable.
2. Any Building Product or Building System used as part of this project and relevant to this approval must be fully compliant with the National Construction Code and any relevant Australian Standard. All products and materials used shall be fully compliant with the relevant Australian Standards.
3. The use of Non-Conforming building products or materials or the use of a building materials or products that are not fit-for purpose shall not be used on any building or structure that is relevant to this Building Approval.

Advisory notes:

1. It is illegal to use Non-Conforming building products or materials or building materials or products that are not fit for purpose. All materials or building systems shall fully comply with the National Construction Code and the relevant Australian Standards. Applicants/Owners/Builders as relevant have a responsibility to make sure materials comply with the relevant standards prior to their purchase and use on site.
2. No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Decision Notification Form, you must not start any site works or building work or change of use of the land until you have received notification that Development Approval has been granted.
3. Appeal rights – General rights of review and appeal exist in relation to any assessment, request, direction or act of a relevant authority in relation to the determination of this application, including conditions.
4. This consent or approval will lapse at the expiration of 12 months from its operative date, subject to the below.
5. An approved development must be substantially commenced within 12 months of the date of Development Approval, and completed within 3 years from the operative date of the approval, unless this period has been extended by the relevant authority.
6. A decision of the Commission in respect of a development classified as restricted development in respect of which representations have been made under section 110 of the Act does not operate—
 - (a) until the time within which any person who made any such representation may appeal against a decision to grant the development authorisation has expired; or
 - (b) if an appeal is commenced—
 - (i) until the appeal is dismissed, struck out or withdrawn; or
 - (ii) until the questions raised by the appeal have been finally determined (other than any question as to costs).
7. If an excavation penetrates a plane inclined downwards at a slope of 1 vertical to 2 horizontal from a point 600mm below the surface at the boundary the owner must notify the adjoining owner in accordance with the PDI Act.
8. If fill exceeds 200mm within 600mm of the boundary the owner must notify the adjoining owner in accordance with the PDI Act.

13 November 2023

9. Brush fences are not permitted within 3 metres of a Class 1 (dwelling) building unless there is an appropriate level of protection (1 hour fire rating – 60/60/60 FRL) in accordance with the Minister's Specification SA76C.
10. All stormwater must be disposed of in such a manner that it does not flow or discharge onto land of adjoining owners or lie against any building or create insanitary conditions. It is recommended where possible to drain stormwater from the building and paved areas to the street watertable.
11. The Building Rules requires the installation of a smoke alarm. Where there more than one smoke alarm they shall be interconnected. Appropriate maintenance is important. You should test for audible alarm 3 monthly and replace the battery when necessary.

**DECISION NOTIFICATION FORM
 DEVELOPMENT ACT 1993**

EXTENSION OF TIME

TO:	Felmeri Builders & Developers PO Box 250 MARDEN SA 5070
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DEVELOPMENT APPLICATION NUMBER: 100/2014/1071
DATED: 26/06/2014
REGISTERED ON: 15/08/2018

LOCATION OF PROPOSED DEVELOPMENT
1700 - 1704 Main South Road O'HALLORAN HILL SA 5158 Lot: 75: FP: 148111 CT: 5549/833, Lot: 76 FP: 148112 CT: 5774/802, Lot: 77 FP: 148113 CT: 5722/514

DESCRIPTION OF PROPOSED DEVELOPMENT
The construction of 23 single storey group dwellings with associated garages, porticos and alfrescos.

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	25/08/2015 AMENDED 10/11/2016 AMENDED 06/12/2017 AMENDED 17/08/2018 Now Lapses 25/08/2019	10
Building Rules Consent		STILL REQUIRED	
DEVELOPMENT APPROVAL		STILL REQUIRED	

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. Note - this is not a Development Approval. Development Plan Consent only has been granted. No work can commence until full Development Approval has been obtained.

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.100/1071/2014 (being drawing number(s) 16485-C01 issue H and 16485-C01 issue H prepared by PT Design, received by Council on 11/06/2015; drawing number(s) 4732.15 'A' (Site Plan), 4732.15 (Elevations), 4754.15 (Dwelling Lot 1), 4755.15 (Dwelling Lot 2), 4757.15 (Dwelling Lot 3), 4758.15 (Dwelling Lot 4), 4759.15 (Dwelling Lot 5), 4760.15 (Dwelling Lot 6), 4761.15 (Dwelling Lot 7), 4762.15 (Dwelling Lot 8), 4763.15 (Lot 9), 4763.15 (Lot 10), 4770.15 (Dwelling Lot 11), 4766.15 (Dwelling Lot 12), 4732.15 (Dwelling Lot 13), 4768.15 (Dwelling Lot 14), 4769.15 (Dwelling Lot 15), 4771.15 (Dwelling Lot 16), 4739.15 Sheet 1 and 2 (Dwelling Lot 17), 4743.15 Sheet 1 and 2 (Dwelling Lot 18), 4744.15 Sheet 1 and 2 (Dwelling Lot 19), 4745.15 Sheet 1 and 2 (Dwelling Lot 20), 4746.15 Sheet 1 and 2 (Dwelling Lot 21), 4747.15 Sheet 1 and 2 (Dwelling Lot 22) and 4765.15 (Dwelling Lot 23) prepared by M. C. Noble Building Designers, received by Council on 11/06/2015; and elevations and floor plan layout for dwellings on Lot 4 and Lot 5 prepared by M.C. Noble Building Designers received by Council on 23/06/2015) except when varied by the following conditions of consent.
- (2) The two Eucalyptus cladocalyx (Sugar Gum's) located on allotments 12 and 13, the two Eucalyptus camaldulensis (River Red Gum's) located on allotments 1 and 5 and the Eucalyptus leucoxylon (South Australian Blue Gum) located on allotment 4 otherwise identified as Trees 1, 2, 4, 5 and 8 in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem shall be retained. The area beneath the tree's canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove these trees, an approval from the Council must be obtained).
- (3) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals,

shall be erected outside of the trunk of the regulated and significant trees to be retained on the site at a distance consistent with the Tree Protection Zones (TPZ) specified in the Arborist Tree Solutions Report ATS2679-1198GreRdCsem for Trees 1, 2, 4, 5 and 8 identified in the same report and on the site plan, located on allotments 1, 4, 5, 12 and 13. A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.

- (4) 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.
- (5) 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.
- (6) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (7) All mortar joints on any face brickwork on the property boundary are to be finished in a professional manner, similar to other external brickwork on the subject dwelling.
- (8) 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.
- (9) 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.
- (10) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.

BUILDING RULES CONSENT

STILL REQUIRED

NOTES:

General:

(1) This approval does not relate to the removal of, or to any tree-damaging activity to, any regulated or significant tree (as defined under the Development Act 1993) that may be located on the subject site or adjacent land. If any tree-damaging activity is anticipated, a separate Development Application is required to be lodged with Council for assessment prior to any such damage occurring.

For your information, a regulated tree is any tree that has a trunk circumference of 2.0m or more - or, in the case of trees with multiple trunks, that have trunks with a total trunk circumference of 2.0m or more and have an average circumference of 625mm or more - measured at a point 1m above natural ground level. Tree-damaging activity means the killing, destruction or removal of a tree, the severing of branches, limbs, stems or trunk of a tree, ringbarking, topping or lopping of a tree or other substantial damage (including damage to root systems of trees).

Should regulated and/or significant tree(s) exist on the subject site, care must be taken during demolition/construction of the proposed buildings to ensure no damage is done to that/those tree(s) (including their root systems) unless otherwise approved by Council. For this reason, a protective barrier should be erected at the dripline of the tree, and that barrier should be maintained for the duration of the demolition/construction. It is also recommended that you seek the advice of a qualified Arborist.

- (2) The applicant is reminded that Development Approval from the Council is required for any retaining wall over 1.0 metre in height, any masonry fence over 1.0 metre in height, any non-masonry fence (e.g. Colorbond, tubular, wood paling, brush, 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 the lower of the two adjacent ground levels).
- (3) 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.
- (4) 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).
- (5) Any existing driveway crossovers that become redundant as a result of a development must be reinstated to match the existing kerb profile along the road frontage of the property.
- (6) The vehicle crossover must be setback a minimum 1.5 metres from existing street tree, and 1 metre from any street infrastructure and utilities (including stormwater side entry pits, stobie poles, street signs, cable pits, pram ramps etc.).

- (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.

Advisory Note:

1. Any variation/amendment to the plans and documentation granted Development Plan Consent will require further approval from the Council. If the amendments are deemed to be minor in nature, in the opinion of the Council, they may be accepted as part of the current application pursuant to Regulation 47A of the Development Regulations 2008. Alternatively, if in the opinion of the Council, the variation(s) are not considered to be minor in nature, a new variation application must be lodged with the Council for assessment against the relevant Marion Council Development Plan.

Please note, minor variations cannot be simply incorporated within the Building Rules Consent documents; they must be applied for in writing. Any discrepancies between the plans granted Development Plan Consent and Building Rules Consent documents may prevent Development Approval being issued, unless the amendments have previously been authorised by the Council.

2. Developers are responsible for providing telecommunications infrastructure in their developments. To provide this infrastructure, you need to contract a carrier to install telecommunications infrastructure in your new development.

Developers can choose any carrier to service their development. If they don't choose another carrier:

- nbn is the Infrastructure Provider of Last Resort for larger developments (100 lots or more), and for all developments in areas where nbn is rolling out.
- Telstra is the Infrastructure Provider of Last Resort for smaller developments (less than 100 lots), until the nbn rolls out in the area.

Developers are asked to apply at least 6 months before the required date of service, to ensure a connection is ready when residents move in.

Website links

Australian Government's Telecommunications in New Developments policy

<https://www.communications.gov.au/policy/policy-listing/telecommunications-new-developments>

How to get nbn ready fact sheet

<https://www.nbnco.com.au/content/dam/nbnco2/documents/how-to-get-nbn-ready.pdf>

nbn new property developments page

<https://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>

Approval Timeframes:

- (1) The proposed development must:
- receive full Development Approval prior to the lapse date identified on Page 1; 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:	 Alex Wright Delegate	Date: 17 / 8 / 2013
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DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

TO:	Felmeri Homes C/- Masterplan SA Pty Ltd 33 Carrington Street ADELAIDE SA 5000
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DEVELOPMENT APPLICATION NUMBER: 100/2017/2356
DATED: 12/12/2017
REGISTERED ON: 12/12/2017

LOCATION OF PROPOSED DEVELOPMENT
1704 Main South Road O'HALLORAN HILL 5158 Lot: 76 FP: 148112 CT: 5774/802

DESCRIPTION OF PROPOSED DEVELOPMENT
Variation to Development Application No: 100/2014/1071 - 23 single storey group dwellings - variation to Dwellings 11 and 16

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	05/01/2018	10
Building Rules Consent		STILL REQUIRED	
DEVELOPMENT APPROVAL		STILL REQUIRED	

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.

Note - this is not a Development Approval. Development Plan Consent only has been granted. No work can commence until full Development Approval has been obtained.

DEVELOPMENT APPLICATION NUMBER: 100/2017/2356
APPLICANT: Felmeri Homes C/- Masterplan SA Pty Ltd
LOCATION: 1704 Main South Road O'HALLORAN HILL
5158
Lot: 78 FP: 148112 CT: 5774/802
DESCRIPTION OF DEVELOPMENT: Variation to Development Application No:
100/2014/1071 - 23 single storey group
dwellings - variation to Dwellings 11 and 16
DECISION: Development Plan Consent Granted
DATE OF DECISION: 05/01/2018

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. 100/2017/2356, being;

Drawing number 4732.15 'c' (Proposed Site Layout), 4770.15 (Sheets 1 of 6 to 4 of 6 (inclusive) dated July 17), and Pages 1 of 5 to 4 of 5 (Lot 16 main South Road, O'Halloran Hill), all received by Council on 11 December 2017, except where varied by the following;

Drawing numbers 16485-C01 issue H and 16485-C01 issue H prepared by PT Design, received by Council on 11/06/2015;

Drawing numbers 4732.15 'A' (Site Plan), 4732.15 (Elevations), 4754.15 (Dwelling Lot 1), 4755.15 (Dwelling Lot 2), 4757.15 (Dwelling Lot 3), 4758.15 (Dwelling Lot 4), 4759.15 (Dwelling Lot 5), 4760.15 (Dwelling Lot 6), 4761.15 (Dwelling Lot 7), 4762.15 (Dwelling Lot 8), 4763.15 (Dwelling Lot 9), 4763.15 (Dwelling Lot 10), 4766.15 (Dwelling Lot 12), 4732.15 (Dwelling Lot 13), 4768.15 (Dwelling Lot 14), 4769.15 (Dwelling Lot 15), 4739.15 Sheet 1 and 2 (Dwelling Lot 17), 4743.15 Sheet 1 and 2 (Dwelling Lot 18), 4744.15

Sheet 1 and 2 (Dwelling Lot 19), 4745.15 Sheet 1 and 2 (Dwelling Lot 20), 4746.15 Sheet 1 and 2 (Dwelling Lot 21), 4747.15 Sheet 1 and 2 (Dwelling Lot 22) and 4765.15 (Dwelling Lot 23) prepared by M. C. Noble Building Designers, received by Council on 11/06/2015; and elevations and floor plan layout for dwellings on Lot 4 and Lot 5 prepared by M.C. Noble Building Designers received by Council on 23/06/2015);

except when varied by the following conditions of consent.

- (2) The two *Eucalyptus cladocalyx* (Sugar Gums) located on allotments 12 and 13, the two *Eucalyptus camaldulensis* (River Red Gums) located on allotments 1 and 5 and the *Eucalyptus leucoxylon* (South Australian Blue Gum) located on allotment 4 otherwise identified as Trees 1, 2, 4, 5 and 8 in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem shall be retained. The area beneath the trees' canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove these trees, an approval from the Council must be obtained prior to any works occurring to the trees).

- (3) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected outside of the trunk of the Regulated and Significant Trees to be retained on the site at a distance consistent with the Tree Protection Zones (TPZ) specified in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem for Trees 1, 2, 4, 5 and 8 identified in the same report and on the site plan, located on allotments 1, 4, 5, 12 and 13.

A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.

- (4) A revised, 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, stormwater disposal details, and the location of all existing street infrastructure and street trees.
- (5) 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.

- (6) 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.
- (7) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (8) All mortar joints on any face brickwork on the property boundary are to be finished in a professional manner, similar to other external brickwork on the subject dwelling.
- (9) 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.
- (10) 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.

BUILDING RULES CONSENT

STILL REQUIRED

NOTES:

General:

nil

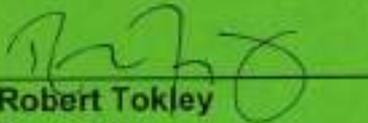
Appeal Rights:

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

Approval Timeframes

(1) The proposed development must:

- 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:	 Robert Tokley Delegate	Date: 5 / 1 / 16
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Cc:

Felmer Builders & Developers
PO Box 250
MARDEN SA 5070

P (08) 8375 6600

Administration Centre 245 Sturt Road, Sturt SA 5047

F (08) 8375 6699

Office Hours Monday to Friday – 8:30am to 5:00pm

E council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

www.marion.sa.gov.au



DECISION NOTIFICATION FORM
DEVELOPMENT ACT 1993

TO:	Felmeri Homes 32 King William Road WAYVILLE SA 5034
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DEVELOPMENT APPLICATION NUMBER: 100/2020/1242
DATED: 02/09/2020
REGISTERED ON: 02/09/2020

LOCATION OF PROPOSED DEVELOPMENT

1700 – 1704 Main South Road O'HALLORAN HILL 5158
Lot: 75 FP: 148111 CT: 5549/833
Lot: 76 FP: 148112 CT: 5774/802
Lot: 77 FP: 148113 CT: 5722/514

DESCRIPTION OF PROPOSED DEVELOPMENT

Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	26/08/2020	9
Building Rules Consent	Granted (by Private Certifier)	31/08/2020	1
DEVELOPMENT APPROVAL	Granted	01/10/2020	10

The building classification under the Building Code is Class 1a,10a,10b

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' on the last page of this Decision Notice.

Signature of Administration Officer:

A handwritten signature in black ink, appearing to read 'Dylan O'Brein'.

Planning Officer: Dylan O'Brein
Delegates of City of Marion
Private Certifier: KBS Consultants
Date: 1 October 2020

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. 100/2020/1242, being "drawing number 4732.15 'A' (Proposed Site Layout)" prepared by M.C. Noble Building Designers, and individual "Floor / Site and Elevation Plans for Lot 1 / Dwelling 1 - Lot 20 / Dwelling 20 (inclusive)" prepared by Felmeri Homes and Drawing numbers "16485 C01 & 16485 C02 - ISSUE 01 (Stormwater and Infrastructure Plan)" prepared by PT Design, except where varied by the following conditions of consent:
- (2) The two *Eucalyptus cladocalyx* (Sugar Gums) located on allotments 9 and 10, the two *Eucalyptus camaldulensis* (River Red Gums) located on the childcare centre site and allotment 2 and the *Eucalyptus leucoxylon* (South Australian Blue Gum) located on allotment 1 otherwise identified as Tree 1, 2, 4, 5 and 8 on the propose layout plans / drawing number 4732.15 "A", prepared by M.C. Noble Building Designers, and in the Arborman Tree Solutions Report ATS267B-1198GreRdCsem, shall be retained. The area beneath the trees' canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove these trees, an approval from the Council must be obtained prior to any works occurring to the trees).
- (3) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected outside of the trunk of the Regulated and Significant Trees to be retained on the site at a distance consistent with the Tree Protection Zones (TPZ) specified in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem for Trees 1, 2, 4, 5 and 8 identified in the same report.

A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.

- (4) Any existing vegetation nominated to be retained and/or any new vegetation proposed 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.
- (5) All car parking areas, driveways and vehicle manoeuvring areas must be constructed, sealed and drained in accordance with recognised engineering practices, within 12 months from the date that full approval is granted, and maintained in a good condition at all times.
- (6) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (7) All mortar joints on any face brickwork on the property boundary are to be finished in a professional manner, similar to other external brickwork on the subject dwelling.
- (8) 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 for each dwelling herein approved.
- (9) 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.

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) 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.

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).

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).

- (2) Council encourages the installation and use of rainwater tanks to support domestic water needs.
- (3) On completion of building work, the Development Act requires that a signed Statement of Compliance from the licensed builder be provided to the relevant authority declaring that the building work carried out is in accordance with the relevant approvals (pursuant to Regulation 83AB of the Development Regulations 1993).
- (4) Council requires at least one business days' notice of the following stages of building work:
 - a. Prior to the placement of any concrete for footings or other structural purposes. Note where an engineer carries out an inspection, Council will also require a copy of the inspection certificate, and;
 - b. at the completion of wall and roof frames prior to the fixing of any internal linings.
- (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) On completion of building work, Certificates of Installation of Essential Safety Provisions in accordance with Form 2 of Schedule 16 of the Development Regulations 1993, must be submitted to the Council.
- (7) Noise from devices and/or activities on the subject site should not impair or impinge on the amenity of neighbours at any time. This includes noise generated from plant and equipment (including those servicing the building such as air-conditioning), as well as noise generated from activities such as loading and unloading of good and/or waste. 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 2004.

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).*

Advisory Notes:

- (1) The State Planning system is currently in the process of significant planning reforms. The Planning and Design Code will replace all current Development Plans. Therefore, some areas may see shifts in the principles governing development in their area.

The Planning & Design Code will become operational at the discretion of the Minister for Planning. It is anticipated this will occur in early 2021.

Further details in relation to the Planning Reforms can be found at https://www.saplanningportal.sa.gov.au/planning_reforms

Should these timeframes not be achieved, your Approval may lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after the implementation of the new system, your request will be subject to the transitional provisions of the Planning, Development and Infrastructure Act 2016.

- (2) Please note that this Notice has been issued in accordance with Regulation 42(2) of the Development Regulations 2008, on the basis that the private certifier has issued a Certificate of Consistency in accordance with Division 2 clause 92(2)(e) of the Development Regulations 2008. In the event there is an inconsistency, or inconsistencies, Council advises that the plans granted Development Plan Consent take primacy as the approved plans/documents.

Please be advised that in accordance with Regulation 42(4) and 42(5) the plans accompanying the Decision Notification Form have been stamped by the private certifier as the relevant authority.

- (3) Developers are responsible for providing telecommunications infrastructure in their developments. To provide this infrastructure, you need to contract a carrier to install telecommunications infrastructure in your new development.

Developers can choose any carrier to service their development. If they don't choose another carrier:

- nbn is the Infrastructure Provider of Last Resort for larger developments (100 lots or more), and for all developments in areas where nbn is rolling out.
- Telstra is the Infrastructure Provider of Last Resort for smaller developments (less than 100 lots), until the nbn rolls out in the area.

Developers are asked to apply at least 6 months before the required date of service, to ensure a connection is ready when residents move in.

Website links

Australian Government's Telecommunications in New Developments policy

<https://www.communications.gov.au/policy/policy-listing/telecommunications-new-developments>

How to get nbn ready fact sheet

<https://www.nbnco.com.au/content/dam/nbnco2/documents/how-to-get-nbn-ready.pdf>

nbn new property developments page

<https://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>

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 0289.

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.

Cc:

8 Marcalek Pty Ltd
32 King William Road
WAYVILLE SA 5034

IMPORTANT INFORMATION (Last updated 2/6/05)

The following matters may influence any consent or approval that has been granted:

- Other Approvals may be required

The granting of this consent or approval does not remove the need for the applicant to obtain all other consents that may be required by any other legislation or regulation, encumbrance, land management agreement or similar. It also does not imply that the building will comply with the provisions of the Disability Discrimination Act 1993. The Applicant's attention is particularly drawn to the need to consult electricity suppliers in relation to high voltage power lines and required clearance distances to buildings.

- Public and Environmental Health

The Public and Environmental Health Act requires that:

- proper sanitary facilities must be existing and available or be provided to all building sites (i.e. a water flush chemical toilet or toilet connected to sewer or a septic tank);
- an appropriate waste receptacle/enclosure be provided to contain all builders' waste; and
- the site is maintained in a clean condition, free of litter, at all times.

The applicant is advised (and should in turn advise the property owner, builders and all contractors) of their responsibility under the Environment Protection Act 1993 to not harm the environment. Specifically:

- paint, plaster, concrete and brick wastes, and wash waters should not be discharged to the stormwater system or onto land where it is reasonably likely to enter any waters;
- litter should be appropriately stored on site pending removal;
- excavation and site disturbance should be limited, and in particular dust generation should be minimised;
- entry/exit points to the site should be managed to prevent soil being carried off site by vehicles;
- sediment barriers should be used (particularly on sloping sites).

On the spot fines apply for breaches. Further information is available by contacting the EPA on 8204 2000.

- Works on Council owned land, including footpaths

The applicant is advised that any works undertaken on Council owned land (including, but not limited to, works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Infrastructure Department, prior to any works being undertaken. Driveway Access Permit Forms, in particular, must be completed and approved prior to driveway construction occurring. Further information may be obtained by phoning 8375 6600.

Council has requirements for all works that occur in the verge area. In particular, Council requires all redundant driveways to be closed and all new driveways to grade toward the road between the kerb and the front boundary of the property with the level at the front property boundary being between 50mm and 150mm above the top of the kerb, or, as approved by Council.

If damage to kerbs, watertables, footpaths etc is present prior to construction commencing, it is advisable to supply Council with dated photos and measurements of defects; otherwise it will be assumed that all damage was caused during construction. Any damage during construction will be the responsibility of the builder/site owner to remedy. Failure to do so will result in such repairs being carried out by the Council and charged to the builder.

All works on Council owned land required as part of this development are likely to be at the applicant's cost.

Material stockpiles and temporary toilet facilities should all be placed on site and not on the footpath or public roads or reserves. Failure to keep the road reserve clean and suitable for pedestrian and vehicular traffic may result in Council or other agencies taking action under the Local Government Act, the Public and Environmental Health Act, and/or the Environment Protection Act.

P (08) 8375 6600

Administration Centre 245 Sturt Road, Sturt SA 5047

F (08) 8375 6699

Office Hours Monday to Friday — 8:30am to 5:00pm

E council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

www.marion.sa.gov.au



- Other

Property owners are responsible for notifying Council of any change in ownership and/or any change of **property owner's mailing address**. This notification must be received in writing or by facsimile by Council's Rates Department (fax no: 8375 6888). Failure to do so may result in rates notices not being received and fines being imposed.

Existing vegetation to be retained and/or planting to occur in the vicinity of building works may alter soil conditions and/or affect buildings. The applicant is therefore urged to seek expert advice from suitably qualified persons before designing footings, undertaking construction, and/or planting any vegetation in the vicinity of any building.

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the applicant are accurate. It is recommended that the applicant employ a licensed surveyor to carry out an identification survey and peg the true boundaries prior to construction commencing. Any discrepancies identified between the dimensions on the approved drawings and the true survey must be reported to the Council for advice on implications on the proposed development. Where a solid wall is proposed on a boundary, it is necessary for any relevant sections of fencing to be removed. It is advisable to gain permission from the adjoining owner(s) before moving or altering any fencing or before using a neighbour's property for access. Owners/applicants should also be aware of their obligations under the Fences Act to notify neighbours before carrying out fencing work on boundaries.

The EPA Information Brochure "Construction Noise" outlines recommended hours of operation outside which noisy activities should not occur. Further information is available by phoning the Environment Protection Authority on 8204 2000.

STATEMENT OF COMPLIANCE

Pursuant to Regulation 83AB of the Development Act, this form needs to be completed and returned to Council following the completion of all building work (with the exception of Class 10 buildings)

NOTE: Pursuant to section 45(1) of the Development Act 1993, a person must not perform building work or cause it to be performed, except in accordance with technical details, particulars, plans, drawings and specifications approved under the Act.

This statement relates to building work located at 1700 Main South Road O'HALLORAN HILL 5158 – Lot: 75 FP: 148111 CT: 5549/833. Namely, Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division, approved by Council on 01/10/2020, as part of Development Application No. 100/1242/2020.

PART A – BUILDER'S STATEMENT

This part of the statement must be signed by the building work contractor responsible for carrying out the relevant building work, or, if there is no such person, by a registered building work supervisor or a private certifier.

I certify the following:

1. The building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the consent of the relevant authority) has been performed in accordance with the documents referred to in Part B.
2. All service connections have been made in accordance with the requirements of the relevant supply authority.
**Strike out if not relevant*
3. All requirements under regulation 76(3) of the Development Regulations 2008 relating to essential safety provisions have been satisfied. **Strike out if not relevant*
4. All notifications required under section 59 of the Development Act 1993 have been given in accordance with that Act and the requirements of the Development Regulations 2008. **Strike out if not relevant*

Signed:.....Date:.....

Name (in BLOCK letters):.....

Relationship to the development:
(i.e. licensed Building Work Contractor, Private Certifier, Registered Building Work Supervisor)

Licence Number (if applicable):

Address:

Contact Phone Numbers:

PART B – OWNER'S STATEMENT

This part of the statement must be signed by the owner of the relevant land, or by someone acting on his or her behalf.

I certify the following:

1. The documents (including all contract documents, attachments, instructions, annotations, variations and clarifying correspondence) issued for the purposes of the building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the written consent of the relevant authority) are consistent with the relevant development approval issued on 01/10/2020.
2. Any conditions of approval relating to the building work have been satisfied.

Signed:.....Date:.....

Name (in BLOCK letters):.....

Address:

Contact Phone Numbers:

THIS STATEMENT MUST BE ACCOMPANIED BY ANY CERTIFICATES, REPORTS OR OTHER DOCUMENTS SPECIFIED BY THE RELEVANT AUTHORITY FOR THE PURPOSES OF REGULATION 83AB OF THE DEVELOPMENT REGULATIONS 2008

Mandatory Notifications

This mandatory notice must be submitted to Council at each stage

Development Application Number: 2020/1242
 Description of Proposed Development: Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division
 Location of Proposed Development: 1700 Main South Road O'HALLORAN HILL 5158

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

Builder's Name _____
 (Licenced supervisor)

Licence No. _____ Phone: _____

The following notifications are required for your Approval of a Class 1 – 9 Building:
Subject to timber framing notifications (please tick the relevant notification)

- | | | | |
|--|------|---|---|
| <input type="checkbox"/> Commencement of building works on site: | Date | / | / |
| <input type="checkbox"/> Commencement of pouring of footings: | Date | / | / |
| <input type="checkbox"/> Completion of wall & roof frames: | Date | / | / |
| <input type="checkbox"/> Completion of supervisors checklist: (please attach): | Date | / | / |
| <input type="checkbox"/> Completion of firewall: (if applicable): | Date | / | / |
| <input type="checkbox"/> Completion of building work: | Date | / | / |

Notifications may be submitted:
 EMAIL: mandatorynotifications@marion.sa.gov.au
 ONLINE: www.marion.sa.gov.au

IF APPLICABLE:
 ESSENTIAL SAFETY PROVISIONS MUST BE COMPLIED WITH - THE "FORM 2" AND STATEMENT OF COMPLIANCE "FORM 83AB" ARE TO BE SUBMITTED TO COUNCIL

SECTION 93(1)(B) NOTIFICATION

TO: City of Marion
245 Sturt Road
STURT SA 5047

Pursuant to section 93(1)(b) of the Development Act 1993 you are advised that Building Rules Consent has been granted to the proposed development work.

The following attachments are for your attention:

- A copy of the Decision Notification forms
- A copy of the Building Indemnity Insurance Certificate
- Two copies of the documentation endorsed including the relevant – architectural drawings, engineers reports and documentation, specifications, energy efficiency report, framing plans and truss calculations
- A statement of compliance (if applicable) has been forwarded to the applicant.

CERTIFICATE OF CONSISTENCY (SCHEDULE 22A)

I verify that I have examined carefully a copy of the development plan consent (including any conditions and notes) described below, together with a copy of the plans approved and endorsed pursuant to Regulation 42(4) of the *Development Regulations 2008* for that consent.

The plans and supporting documentation submitted for building rules consent have been assessed for compliance with the Building Rules, while the development plan consent plans have been reviewed to ensure that all buildings and structures included in the building rules assessment are consistent with the development plan consent.

I hereby certify in accordance with regulation 92(2)(e) of the *Development Regulations 2008* that the building rules consent issued on 31 Aug 2020 for Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division at 1700-1704 Main South Rd, O'Halloran Hill is consistent with the following development authorisation (including any conditions and notes) giving development plan consent Dev. No. 100-2020-1242 issued by City of Marion subject only to the variations specified below in the Table of Variations to meet Regulatory Requirements, attached for the purposes of section 93(2) of the *Development Act 1993*, which are necessary for compliance with the Building Rules or any other legislation specified therein.

Table of variations to meet regulatory requirements—pursuant to section 93(2) of the *Development Act 1993*

Item	Legislation/Regulation/Code	Reason for variation
NIL		



Neil Kirkham PC043
Registered Private Certifier

31 Aug 2020

20170251



DECISION NOTIFICATION FORM

For Development Application

Registered 24 Nov 2017

Development Number 100-2020-1242

KBS Job Number 20170251

To: Felmeri Homes
32 King William Rd
WAYVILLE SA 5034

Location of Proposed Development

1700-1704 Main South Rd, O'Halloran Hill

Nature of Proposed Development

Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions
Development Plan Consent	—	—
Building Rules Consent	31 Aug 2020	1
DEVELOPMENT APPROVAL	—	See Notes

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

If there were third party representatives, 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.

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.

Date of Decision: 31 Aug 2020

Sheets Attached

Signed:


Neil Kirkham PC043

Private Certifier

BUILDING RULES CONSENT CONDITIONS AND NOTES

Proposed Building Work	Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division
Site Address	1700-1704 Main South Rd, O'Halloran Hill
Applicant	Felmeri Homes
Classification	1A Dwellings & 10A Garages, Porticos, Alfrescos

Conditions

1. All stormwater must be disposed of in such a manner that it does not flow or discharge onto land of adjoining owners or lie against any building or create insanitary conditions. It is recommended where possible to drain stormwater from the building and paved areas to the street watertable.

Notes

- If an excavation penetrates a plane inclined downwards at a slope of 1 vertical to 2 horizontal from a point 600mm below the surface at the boundary the owner must notify the adjoining owner in accordance with Section 60 of the Development Act.
- If fill exceeds 200mm within 600mm of the boundary the owner must notify the adjoining owner in accordance with Section 60 of the Development Act.
- Brush fences are not permitted within 3 metres of a Class 1 (dwelling) building unless there is an appropriate level of protection (1 hour fire rating – 60/60/60 FRL) in accordance with the Minister's Specification SA76C.
- The Building Rules requires the installation of a smoke alarm. Where there more than one smoke alarm they shall be interconnected. Appropriate maintenance is important. You should test for audible alarm 3 monthly and replace the battery when necessary.
- During the period that the development is being undertaken care should be taken to ensure all paper, plastic, rubbish and other waste material associated with the building work is secured and contained within the subject land.
- A copy of the completed Statement of Compliance, Parts A & B (attached to the applicant's copy of this consent) for the building work must be provided to KBS Consultants within 10 business days after a notice of completion with respect to the building work is given.
- This assessment is for compliance with the requirements of the Building Rules as defined in the Development Act (and Regulations), and does not imply compliance with any other Act or Regulation. Building work cannot commence until the development is approved under the Act.



Neil Kirkham PC043
Registered Private Certifier
Date of Decision: 31 Aug 2020



STATEMENT OF COMPLIANCE (CLASS 1) DEVELOPMENT REGULATIONS 1993 – REGULATION 83AB

This statement relates to the building located at the following address or location:
1700-1704 Main South Rd, O'Halloran Hill

Description of building work to which this statement relates: Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division

Date of approval of building work to which this statement relates: 31 Aug 2020

Development Number: 100-2020-1242

NOTE: Pursuant to section 45(1) of the Development Act 1993, a person must not perform building work, or cause it to be performed, except in accordance with technical details, particulars, plans, drawings and specifications approved under the Act.

PART A – BUILDER'S STATEMENT

This part of the statement must be signed by the building work contractor responsible for carrying out the relevant building work or, if there is not such person, by a registered building work supervisor or a private certifier.

The building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the consent of the relevant authority) has been performed in accordance with the documents referred to in Part B.

All service connections have been made in accordance with the requirements of the relevant supply authority.*

All notifications required under section 59 of the *Development Act 1993* have been given in accordance with that Act and the requirements of the *Development Regulations 1993*.*

Signed: Date :/...../..... Telephone No:

Name: Business Name:

Status: License No:

Address: Felmeri Homes
32 King William Rd WAYVILLE SA 5034

PART B – OWNER'S STATEMENT

This part of the statement must be signed by the owner of the relevant land, or by someone acting on his or her behalf.

I certify the following: The documents (including all contract documents, amendments, attachments, instructions, annotations, variations and clarifying correspondence) issued for the purposes of the building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants on the building, or any variations undertaken with the written consent of the relevant authority) are consistent with the relevant development approval issued on 31 Aug 2020.

Any conditions of approval relating to the building work have been satisfied.

Signed: Date :/...../.....

Name: Telephone No:

Address:

THIS STATEMENT MUST BE ACCOMPANIED BY THE FOLLOWING: NIL REQUIREMENTS

Building Indemnity Insurance Certificate of Insurance

QBE Insurance (Australia) Ltd
839 Collins St
Docklands VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



Policy Number 600073142BWI-19

STEFAN GRZECZKOWSKI
15 LIMBERT AVE
SEACOMBE GARDENS
5047

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

Account number
60BWAON00
Date issued
20/10/2023

Policy schedule details

Certificate in respect of insurance

Domestic Building Contract

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

In respect of

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At

LOT 10,1700-1704 MAIN SOUTH ROAD
O'HALLORAN HILL SA 5158

Carried out by

BUILDER
CALCA CONSTRUCTIONS PTY LTD
ABN: 50 631 582 548

Declared contract price

\$241,962.00

Contract date

12/10/2023

Builders registration no.

BLD294256

Building owner / Beneficiary

STEFAN GRZECZKOWSKI

Subject to the Building Work Contractors Act 1995, 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.

To confirm the registration of this document, please visit the QBE Certificate Register via <https://www.qbe.com/au/home-insurance/builders-insurance>. By matching the details on this certificate with the details included in the register, it confirms your Certificate of Insurance was issued by QBE.

Data Extract for Section 7 search purposes

Valuation ID 1050020290

Data Extract Date: 19/01/2026

Important Information

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: C42322 FL20

Certificate Title: CT6250/436

Property Address: UNIT 11 1704 MAIN SOUTH RD O'HALLORAN HILL SA 5158

Zones

Hills Neighbourhood (HN)

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.

Major Urban Transport Routes

The Major Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along major urban transport routes.

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.

Traffic Generating Development

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

- 13143926 Agreement with Council THE CORPORATION OF THE CITY OF MARION
- 13143927 Agreement with Council THE CORPORATION OF THE CITY OF MARION

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Orig. **AG 13143926**



15:47 15-Jul-2019
1 of 4

APPLICATION

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID

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

SERIES NO	PREFIX
	AG

AGENT CODE

LODGED BY: Oak Law

CORRECTION TO: Lisa Joan Harrington

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

1.
2.
3.
4.

Orig. **AG 13143927**



15:47 15-Jul-2019
2 of 4

CORRECTION

PASSED

REGISTERED 12/19/2019

Mark McNeil



PRD REGISTRAR-GENERAL

APPLICATION TO NOTE A LAND MANAGEMENT AGREEMENT

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

LAND DESCRIPTION

First, Whole of the land comprised in Certificate of Title Volume 5549 Folio 833; /

And secondly, Whole of the land comprised in Certificate of Title Volume 5722 Folio 514 and Volume 5774 Folio 802 ✓

ESTATE & INTEREST

FEE SIMPLE

APPLICANT (Full name and address)

The CORPORATION OF THE CITY OF MARION
of 245 Sturt Road Sturt SA 5047

SPECIFY NATURE OF APPLICATION

The applicant applies pursuant to section 57(5) of the *Development Act 1993* to note the Land Management Agreement pursuant to section 57(2) of the *Development Act 1993* dated 11th day of July 2019 ("the Agreement") between the CORPORATION OF THE CITY OF MARION of 245 Sturt Road Sturt SA 5047 and;

First, FELMERI HOLDINGS PTY LTD (ACN 163 148 696) of 32 King William Road Wayville SA 5034; and ✓

Secondly, MARCALEK PTY LTD (ACN 603 715 868) of 32 King William Road Wayville SA 5034 /

to note the Agreement on the certificate of title for the land described above.

DATED 15 July 2019

CERTIFICATION ~~*Delete if not applicable~~

Applicant

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

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

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

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

Signed By:

Executed under delegated authority

Execution clause contained in the annexures

for: the CORPORATION OF THE CITY OF MARION

on behalf of the Applicant

Our Ref: LH:18-0247

6 September 2019

Land Services SA
101 Grenfell Street
Adelaide SA 5000

Attention: Mr Mark McNeil.

Dear Mark

**GRANT OF EASEMENT: 13143928 and 13143929
TO BE FULLY WITHDRAWN/REMOVED**

We refer to previous correspondence in this matter.

As discussed, these easement documents were annexures to the Land Management Agreements ("LMA") and were not lodged as registerable Grants of Easements.

It appears that after lodgement of the LMA's these draft Grants of Easement may have accidentally been separated from the LMA.

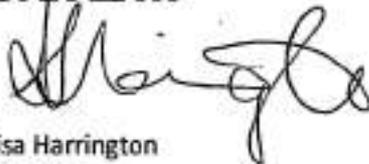
Please find attached a copy of the email from Betty Rushwan from Cowell Clarke confirming this position.

Accordingly, can you please arrange for these documents to be removed and the LMA registered.

Please contact me if you have any questions.

Yours faithfully

OAK LAW



Lisa Harrington
Director

Email: lharrington@oaklaw.com.au



OAK LAW

Corporate & Commercial

204 Melbourne Street
NORTH ADELAIDE 5006

P: 08 8239 0393

F: 08 8219 0015

W: www.oaklaw.com.au
E: admin@oaklaw.com.au

Lisa Harrington

From: Betty Rushwan <BRushwan@CowellClarke.com.au>
Sent: Monday, 26 August 2019 2:18 PM
To: 'Mark McNeil'
Cc: Lisa Harrington; Kieren Chester
Subject: Easement over Matthew Street Reserve, O'Halloran Hill - Requisition Nos 13143929 & 13143928 [172124] [CC-MATTER.FID240721]
Attachments: Requisitioned Grant of Easement 13143929 20190822.PDF; Requisitioned Grant of Easement 13143928 20190822.PDF

Dear Mark

I refer to our telephone discussion now with respect to the above matter.

As discussed, we have received from Land Services SA two requisitions notices, **attached**.

Please note that Cowell Clarke did not lodge the attached Grants of Easement with Lands Services SA.

We understand from our discussions with Oaks Lawyers and the City of Marion that Oaks Lawyers lodged the draft Grants of Easement as attachments to a Land Management Agreement ("**LMA**") on behalf of the City of Marion. Oaks Lawyers have further advised that the draft Grants of Easement may have accidentally been separated from the LMA.

We understand that Lisa Harrington of Oaks Lawyers will need to contact you and confirm that the Grants of Easement were only attachments to the LMA and not lodged separately.

Please advise if you require any further information from us.

Kind regards

Betty Rushwan
Conveyancer

D: +61 8 8228 1175 | E: brushwan@cowellclarke.com.au | W: www.cowellclarke.com.au




Celebrating 30 Years!

Cowell Clarke Pty Ltd ABN 17 631 601 397

Member firm of ALFA International®

Level 9, 63 Pirie Street
Adelaide SA 5000 Australia
T: +61 8 8228 1111

Level 21, 133 Castlereagh Street
Sydney NSW 2000 Australia
T: +61 2 8089 3199

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Liability limited by a scheme approved under the Professional Standards Legislation. The contents of this email may be confidential and may be protected by legal professional privilege.

Incidents of email interception to change bank details are being reported with alarming frequency. Cowell Clarke will never notify you of our bank details or a change in bank details in the body of an email.

If you receive an email to this effect, or any that causes suspicion as to authenticity, please contact us immediately.

If you have received this email in error, please reply to us immediately and delete this email and any attachments.

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

<p>To be completed by lodging party</p> <p>ANNEXURE to GRANT OF EASEMENT dated</p> <p>over Certificate of Title Volume: 5519 Folio: 623</p>	<p>Office Use Only</p> <p>NUMBER</p>
--	---

COVENANTS

1. Grantee's Obligations

- 1.1. The Grantee is solely responsible at its own cost and expense for the repair and maintenance of the portion of the land marked [INSERT] on FX [INSERT] ("Easement Land"), and the Grantee must ensure that the Easement Land is maintained in good repair and condition, pursuant to the rights and liberties noted in this Grant of Easement.
- 1.2. The Grantor shall bear no responsibility for the maintenance of any pipes on the Easement Land or for the stability of any pipes or the ground on the Easement Land.
- 1.3. The Grantee must provide the Grantor with at least seven days written notice of any works to be carried out over the Easement Land pursuant to clause 1.1 and must complete those works within a reasonable timeframe and in a proper and workmanlike manner.
- 1.4. The Grantee and/or their successors in title will attend to any works that relate to the discharge of the stormwater into the watercourse as requested by the Grantor, whether contained with the Easement Land or not, such as the effect of erosion, or contamination of the watercourse caused by the discharge of stormwater from the Grantee's land.
- 1.5. If the Grantee fails to comply with its obligations pursuant to clause 1.1, the Grantor and the Grantor's contractors shall be entitled to effect or perform any maintenance, alteration, repair or other work as may be required and the Grantee must pay to the Grantor on demand an amount equal to all reasonable costs and expenses incurred by the Grantor in effecting or performing any maintenance, alteration, repair or other work as may be required (including GST on any such amounts).
- 1.6. The Grantee must repair any damage to the land caused by the exercise by the Grantee of its rights pursuant to this Easement Land and must reinstate the Easement Land to the condition that it was in prior to the exercise by the Grantee of its rights under this easement.
- 1.7. The Grantor and Grantee's rights and obligations under this easement bind each of its respective heirs, successors, transferees and assigns.
- 1.8. The Grantee and/or their successors in title must not make any claim against the Grantor for any failure of the pipes.

CONSENT TO THE GRANT OF AN EASEMENT

CONSENTING PARTY (Full Name and Address)

NATIONAL AUSTRALIA BANK LTD (ACN 004 044 937) of 22-28 King William Street, Adelaide SA 5000

NATURE OF ESTATE OR INTEREST HELD

As Mortgagee

I/We the consenting party consent to the

- (1)* ~~discharge of "Encumbrance / "Mortgage~~ over the easement being granted pursuant to Section 144 of the Real Property Act 1886.
- (2)* granting of the easement subject to "Encumbrance / "Mortgage 12036890, pursuant to Section 90F of the Real Property Act 1886.

* Strike through the inapplicable

EXECUTION BY CONSENTING PARTY

DATED _____

Signed in my presence by PAUL CARRUTHERS SENIOR BUSINESS MANAGER who is either personally known to me or satisfied me as to his or her identity as attorney for National Australia Bank Limited	NATIONAL AUSTRALIA BANK LIMITED by its Attorney who holds the position of Level 3 Attorney <i>PRG</i> P/A No. 10664492
<i>[Signature]</i> Signature of Witness	
NICHOLAS JAMES ORECHOV Print Full Name of Witness	
22 KING WILLIAM ST	
ADELAIDE SA 5000 Address of Witness	
Business Hours: Telephone number: 08 84076719	

DATED

CERTIFICATION - *Delete the inapplicable*

Grantor(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Grantor.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Betty Rushwan
Registered Conveyancer
for: Cowell Clarke
On behalf of the Grantor

Grantee(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Grantee.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Ryan Edwards
Registered Conveyancer
for: Carrington Conveyancers
On behalf of the Grantee

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE

HERE SET FORTH THE RIGHTS AND LIBERTIES BEING CREATED AND DEFINE PRECISELY

The right for the Grantee and its agents, servants and workmen at any time to break the surface of, dig, open up and use that portion of the land marked [INSERT] on FX [INSERT] for the purpose of laying down, fixing, taking up, repairing, re-laying or examining drains or drainage pipes for drainage purposes and to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes

TO BE HELD APPURTENANT TO:-

HERE SET FORTH THE APPURTENANCE AND DEFINE PRECISELY

The whole of the land in Certificate of Title Volume 5549 Folio 833

and the Grantor and Grantee, the parties to the easement, hereby covenant and agree as set out in Annexure A

GRANT OF EASEMENT

(Pursuant to Section 95 of the Real Property Act 1886)

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

LAND DESCRIPTION OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED

Whole of the land in Certificate of Title Volume 5519 Folio 623

6204/318 2

5-11-21-8

ESTATE & INTEREST

Fee simple

GRANTOR(S) (Full name and address)

THE CORPORATION OF THE CITY OF MARION of PO Box 21, Oaklands Park SA 5046

CONSIDERATION (Words and figures)

Pursuant to an Agreement between the Grantor and Grantee for [Insert consideration words] [Insert consideration numbers]

GRANTEE(S) (Full name, address, mode of holding and appurtenant land description)

FELMERI HOLDINGS PTY LTD ACN 163 148 696 of PO Box 267, Marleston SA 5033 and being the registered proprietor of Certificate of Title Volume 5549 Folio 833

FORM TG

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
GRANT OF EASEMENT
FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID

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

SERIES NO	PREFIX
	TG

AGENT CODE

LOGGED BY:

COWELL CLARKE

CCL1

CORRECTION TO:

COWELL CLARKE

CCL1

X Renewer

SUPPORTING DOCUMENTATION LOGGED WITH APPLICATION
(COPIES ONLY)

1

2

3

4

5

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS:

1

2

3

4

5

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

Annexure E Consents**MORTGAGEE CONSENT**

NATIONAL AUSTRALIA BANK LTD. being the mortgagee over:

1. first the land situated in Certificate of Title Volume 5549 Folio 833; and
2. secondly the land situated in Certificates of Title Volume 5774 Folio 802 and Volume 5722 Folio 514

under and by virtue of:

3. first the memorandum of mortgage 12036890; and
4. secondly the memorandum of mortgage 12311607

at the request of the relevant registered proprietors, consents to the granting of and the registering of the Land Management Agreement against the titles, on the terms set out in this document.

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

To be completed by lodging party

ANNEXURE to GRANT OF EASEMENT dated
over Certificate of Title Volume: 5519 Folio: 623

Office Use Only

NUMBER

COVENANTS

1. Grantee's Obligations

- 1.1. The Grantee is solely responsible at its own cost and expense for the repair and maintenance of the portion of the land marked [INSERT] on FX [INSERT] ("Easement Land"), and the Grantee must ensure that the Easement Land is maintained in good repair and condition, pursuant to the rights and liberties noted in this Grant of Easement.
- 1.2. The Grantor shall bear no responsibility for the maintenance of any pipes on the Easement Land or for the stability of any pipes or the ground on the Easement Land.
- 1.3. The Grantee must provide the Grantor with at least seven days written notice of any works to be carried out over the Easement Land pursuant to clause 1.1 and must complete those works within a reasonable timeframe and in a proper and workmanlike manner.
- 1.4. The Grantee and/or their successors in title will attend to any works that relate to the discharge of the stormwater into the watercourse as requested by the Grantor, whether contained with the Easement Land or not, such as the effect of erosion, or contamination of the watercourse caused by the discharge of stormwater from the Grantee's land.
- 1.5. If the Grantee fails to comply with its obligations pursuant to clause 1.1, the Grantor and the Grantor's contractors shall be entitled to effect or perform any maintenance, alteration, repair or other work as may be required and the Grantee must pay to the Grantor on demand an amount equal to all reasonable costs and expenses incurred by the Grantor in effecting or performing any maintenance, alteration, repair or other work as may be required (including GST on any such amounts).
- 1.6. The Grantee must repair any damage to the land caused by the exercise by the Grantee of its rights pursuant to this Easement Land and must reinstate the Easement Land to the condition that it was in prior to the exercise by the Grantee of its rights under this easement.
- 1.7. The Grantor and Grantee's rights and obligations under this easement bind each of its respective heirs, successors, transferees and assigns.
- 1.8. The Grantee and/or their successors in title must not make any claim against the Grantor for any failure of the pipes.

CONSENT TO THE GRANT OF AN EASEMENT

CONSENTING PARTY (Full Name and Address)

NATIONAL AUSTRALIA BANK LTD (ACN 004 044 937) of 22-28 King William Street, Adelaide SA 5000

NATURE OF ESTATE OR INTEREST HELD

As Mortgagee

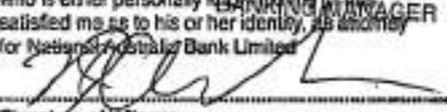
I/We the consenting party consent to the

- (1)* ~~discharge of *Encumbrance / *Mortgage~~ over the easement being granted pursuant to Section 144 of the Real Property Act 1986.
- (2)* granting of the easement subject to *Encumbrance / *Mortgage 12311607... pursuant to Section 90F of the Real Property Act 1986.

* Strike through the inapplicable

EXECUTION BY CONSENTING PARTY

DATED

Signed in my presence by PAUL CARRUTHERS SENIOR BUSINESS BANKING MANAGER who is either personally known to me or satisfied me as to his or her identity, as attorney for National Australia Bank Limited	NATIONAL AUSTRALIA BANK LIMITED by its Attorney who holds the position of Level 3 Attorney PRG P/A No. 10684482
	
Signature of Witness	
NICHOLAS JAMES ORECHY	
Print Full Name of Witness	
22 KING WILLIAM ST	
ADLAIDE SA 5000	
Address of Witness	
Business Hours: Telephone number 08 84076777	

DATED

CERTIFICATION ~~*Delete the inapplicable~~

Grantor(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Grantor.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Betty Rushwan
Registered Conveyancer
for: Cowell Clarke
On behalf of the Grantor

Grantee(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Grantee.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Ryan Edwards
Registered Conveyancer
for: Carrington Conveyancers
On behalf of the Grantee

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE

HERE SET FORTH THE RIGHTS AND LIBERTIES BEING CREATED AND DEFINE PRECISELY

The right for the Grantee and its agents, servants and workmen at any time to break the surface of, dig, open up and use that portion of the land marked [INSERT] on FX [INSERT] for the purpose of laying down, fixing, taking up, repairing, re-laying or examining drains or drainage pipes for drainage purposes and to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes

TO BE HELD APPURTENANT TO:-

HERE SET FORTH THE APPURTENANCE AND DEFINE PRECISELY

The whole of the land in Certificates of Title Volume 5774 Folio 802 and Volume 5722 Folio 514

and the Grantor and Grantee, the parties to the easement, hereby covenant and agree as set out in **Annexure A**

GRANT OF EASEMENT

(Pursuant to Section 96 of the Real Property Act 1986)

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

LAND DESCRIPTION OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED

Whole of the land in Certificate of Title Volume 5519 Folio 623

ESTATE & INTEREST

Fee simple

GRANTOR(S) (Full name and address)

THE CORPORATION OF THE CITY OF MARION of PO Box 21, Oaklands Park SA 5046

CONSIDERATION (Words and figures)

Pursuant to an Agreement between the Grantor and Grantee for [Insert consideration words] [Insert consideration numbers]

GRANTEE(S) (Full name, address, mode of holding and appurtenant land description)

MARCALEK PTY LTD ACN 603 715 868 of PO Box 267, Marleston SA 5033 and being the registered proprietor of Certificates of Title Volume 5774 Folio 802 and Volume 5722 Folio 514

FORM TG (Version 1)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
GRANT OF EASEMENT
FORM APPROVED BY THE REGISTRAR-GENERAL

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

SERIES NO	PREFIX
	TG

176
AGENT CODE

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

LODGED BY:
COWELL CLARKE CCL1

CORRECTION TO:
COWELL CLARKE CCL1

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	



OAK LAW PTY LTD

LAND MANAGEMENT AGREEMENT

Between

FELMERI HOLDINGS PTY LTD ACN 163 148 696 ("Felmeri")

and MARCALEK PTY LTD ACN 603 715 868 ("Marcalek")

and The Corporation of the City of Marion ("Council")

LAND MANAGEMENT AGREEMENT

BETWEEN:

FELMERI HOLDINGS PTY LTD ACN 163 148
 696 of 32 King William Road Wayville SA 5034
 ("Felmeri") and
MARCALEK PTY LTD ACN 603 715 868
 of 32 King William Road Wayville SA 5034
 ("Marcalek")
 (collectively the "Owners")

The Corporation of the City of Marion
 of 245 Sturt Road Sturt SA 5047 ("Council")

RECITALS:

- A. Felmeri is the registered proprietor of the land contained in Certificate of Title Volume 5549 Folio 833 and Marcalek is the registered proprietor of the land contained in Certificate of Title Volume 5774 Folio 802 and Volume 5722 Folio 514, known as 1700 to 1704 Main South Road O'Halloran Hill ("Land").
- B. Council is the registered proprietor of the land contained in Certificate of Title Volume 5519 Folio 623 ("Reserve").
- C. The Reserve is not adjacent the Land.
- D. By development application 100/2013/1385, the Owners obtained development approval under the *Development Act, 1993* ("Act") to divide the land into 23 community lots and common property for residential purposes, and to install certain infrastructure including a driveway crossover from Main South Road, internal roads and stormwater infrastructure ("**Development Approval**"). A copy of the decision notification form and approved plan of division is attached at **Annexure A**.
- E. The stormwater infrastructure approved as part of the Development Approval was designed to collect and detain stormwater on the Land, and then discharge it through a pipe installed on adjoining land immediately to the south of the Land (as described and comprised in Certificates of Title Volume 5775 Folio 21 and Volume 5774 Folio 789) ("**Adjoining Land**") and then to the Reserve, but did not include infrastructure to convey flows through the Reserve to the adjoining street waterable. The plans depicting the stormwater infrastructure approved as part of the Development Approval are attached at **Annexure B** ("**Stormwater Drainage Layout**").
- F. In reliance on the Development Approval, the Owners have undertaken works on the Land including the installation of certain stormwater infrastructure. The Owners have not constructed stormwater infrastructure on Adjoining Land or the Reserve.
- G. Despite obtaining a certificate under section 51 of the Act in relation to Development Approval, the Owners have not sought to deposit the plan of division approved by Development Approval.

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- H. By development application 100/2017/2017 ("**Development Application 1**"), the Owners have now applied to the Council to divide the Land to create 2 Torrens Title allotments and certain easements according to the plans attached at **Annexure C ("Plan 1")**. It is proposed that Allotment 2 will be developed as a child care centre.
- I. By development application 100/1968/2017 ("**Development Application 2**"), the Owners have also applied (subject to approval and deposit of Plan 1) to the Council to further divide Allotment 1 in Plan 1 to create 20 community lots and common property for residential purposes.
- J. The Stormwater System proposed in Development Application 1 and Development Application 2 ("**the Development Applications**") incorporates the Stormwater Drainage Layout (as already partially constructed on the Land) notwithstanding that it may not be adequate for that purpose. Consequently, in the event that the Stormwater Drainage Layout is approved (with or without modification) as part of the Development Applications, the Council wishes to be adequately protected from potential liability in the event that any loss or damage occurs on account of flooding.
- K. The Council also wishes to ensure that ownership and responsibility for ongoing maintenance and replacement of stormwater infrastructure approved and constructed as part of the Development Applications remains with the Owners.
- L. The parties have agreed to development and management of the Land pursuant to section 57A(1) of the *Development Act 1993* ("**the Act**") and in accordance with the terms and conditions set out in this Land Management Agreement.

IT IS NOW COVENANTED AND AGREED as follows:

1. RECITALS

The Parties agree that the Recitals are true and correct and form a part of this Agreement.

2. DEFINITIONS AND CONSTRUCTION

2.1 In this Agreement unless the context otherwise provides;

- 2.1.1 **Act** means the Development Act 1993.
- 2.1.2 **Allotment 1** means the allotment numbered 1 on Plan 1.
- 2.1.3 **Allotment 2** means the allotment numbered 2 on Plan 1.
- 2.1.4 **Business day** means a day that is not a Saturday, Sunday or public holiday in South Australia.
- 2.1.5 **Claim** means any claim, demand, proceedings, suit, action or cause of action, whether in contract, tort, equity or under statute, and any loss, costs expense or liability arising from or in connection the Owners', or any third parties, use of the Land.
- 2.1.6 **Detention Tank** means the detention tank as depicted on the Stormwater Drainage Layout plan 16485-C01 Revision F forming part of Annexure B.

- 2.1.7 **Drainage Easement** means the grant of easements to be entered into between the Council and the Owners substantially in the form of the grant of easements document attached as **Annexure D**.
- 2.1.8 **Infrastructure** means infrastructure required to support the development proposed in the Development Applications and includes internal roads, Main South Road driveway crossover (including kerb, invert and driveway crossover and any other DPTI requirements), the Stormwater System and all other services associated with the Land
- 2.1.9 **Stormwater System** means the stormwater drainage system, including pipes, pits, drains, detention/retention tank, discharge headwall and connections designed to convey stormwater within and from the Land, through the Adjoining Land and the Reserve, to the watertable on Matthew Street, as may be approved as part of the Development Applications (or either of them).
- 2.2 In this Agreement:
- 2.2.1 headings do not affect interpretation;
- 2.2.2 words importing the singular shall embrace the plural and words importing one gender shall embrace the other and vice versa respectively;
- 2.2.3 a reference to the Owners includes each person registered or entitled to be registered as a proprietor of an estate in fee simple on the Land;
- 2.2.4 a reference to the Land includes any part or portion of the Land;
- 2.2.5 a reference to a plan includes any approved variation to that plan;
- 2.2.6 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 2.2.7 a reference to a Party to this Agreement includes that Party's related entities, directors, officers, employees, servants, agents, executors, successors, administrators;
- 2.2.8 a reference to "\$" or "Dollars" is a reference to Australian currency;
- 2.2.9 the use of the word "including" shall not be interpreted as a word of limitation; and
- 2.2.10 no rule of construction shall apply to the disadvantage of a Party because that Party was responsible for the preparation of the Agreement.
- 2.3 In this Agreement any requirements set out in this Agreement are to be construed as additional to requirements on any Party at law in respect of the Land and adjoining land or under any acts or legislation.

3. OWNER'S OBLIGATIONS

The Owners agree and acknowledge that:

3.1 Stormwater

the Stormwater System will be installed in accordance with any approvals (and accompanying plans and details) granted under the Act in relation to the Development Applications and, without limiting any other obligations, the Stormwater System will:

- 3.1.1 be designed to include a pipe and such other modifications or additions as necessary to ensure that stormwater can be conveyed underground through the Reserve via the Drainage Easement to the watertable on Matthew Street;
- 3.1.2 be constructed and commissioned prior to the occupation of any building on the Land;
- 3.1.3 be maintained by the Owners in accordance with the said approvals, plans and details at all times;
- 3.1.4 be owned by the Owners.

3.2 Infrastructure

3.2.1 the Infrastructure required to complete road access and provide the Stormwater System in accordance with any approvals granted under the Act in relation to Development Applications will be owned solely by the Owners; and

3.2.2 Council does not:

- 3.2.2.1 subject to Clause 3.4 of this Agreement retain any ownership of Infrastructure; and
- 3.2.2.2 not have any obligations or liabilities in respect of Infrastructure except to the extent that Council, or an employee, contractor or agent of Council causes or contributes to any damage to the said Infrastructure.

- 3.3 Notwithstanding any provisions to the contrary, the driveway crossover and kerbing on the road reserve are owned by Council. The Owners are responsible for all maintenance of these items and must comply with the provisions of the *Local Government Act 1999* (LG Act), including any permit or authorisation under section 221 of the LG Act.
- 3.4 The Owners must provide to any person commencing occupation of the Land before commencement of that occupation information regarding this Agreement insofar as it relates to the Acknowledgement, Indemnity and Release contained within Clause 6 of this Agreement.
- 3.5 Prior to the occupancy of any building on Allotment 2, all roofed areas and other impervious surfaces must be plumbed directly to the Detention Tank.

4. DRAINAGE EASEMENT

- 4.1 Subject to the approval of the Stormwater System under the Act, the Council has agreed to grant the Drainage Easement over the portion of land identified as B in Plan 1 to the Owners substantially on the terms and conditions contained in Annexure E.
- 4.2 In consideration of Council granting the Drainage Easement to the Owners, the Owners shall pay the sum of Five Thousand Dollars (\$5,000) plus GST if applicable.
- 4.3 The Owners shall pay the sum specified in Clause 4.2 of this Agreement plus GST if applicable to Council immediately upon lodgement of the Drainage Easement at the Lands Titles Office for registration.
- 4.4 The Drainage Easement will be granted by separate grant, and the Owners will amend Application 1 accordingly to remove the Drainage Easement.
- 4.5 In the event that after grant and registration of the Drainage Easement, any development approval granted in relation to the Development Applications expires or lapses without having been implemented, then the Owners agree at their expense and without any claim for compensation against the Council, to surrender the easement and to apply to the Registrar General (and to do all other things necessary) to remove any notation of the Drainage Easement against any relevant certificate of title.
- 4.6 The Council will promptly provide any necessary documents and consent required to register the Drainage Easement.
- 4.7 All costs in relation to the preparation stamping and lodgement of the Drainage Easement at the Lands Titles Office will be the sole responsibility of the Owner.

5. INTERNAL DRAINAGE EASEMENTS

The Owners agree and acknowledge that in accordance with the Development Applications, the Stormwater System is required to support the stormwater drainage required for the whole of the Land (including all allotments created in accordance with the Applications) and accordingly each of them acknowledge and agree:

- 5.1 that easements as necessary to support and maintain the Stormwater System within the Land must, to the extent necessary, be granted and maintained at all times;
- 5.2 to maintain and promptly repair any land and infrastructure required for drainage on that Owner's allotment; and
- 5.3 not cause any:
- 5.3.1 damage; or
 - 5.3.2 interference to the said land and infrastructure required for drainage.

6. OWNERS' ACKNOWLEDGEMENT, RELEASE AND INDEMNITY

- 6.1 The Owners acknowledge that the Stormwater System, although approved under the Act, may not be adequate for its intended purpose, and may result in flooding of the Land in a major storm event.

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- 6.2 The Owners fully indemnify the Council in respect of all Claims by any person for injury to any person and/or any loss or damage to property caused by or in connection with or arising out of the Stormwater System in respect of all costs and charges in connection therewith whether arising under statute or common law except to the extent caused or contributed to by the negligence of the Council.
- 6.3 The Owners hereby irrevocably and unconditionally release, discharge and forever hold harmless the Council from any past, current and future Claims relating to or in connection with or arising out of the Stormwater System except to the extent caused or contributed to by the negligence of the Council.

7. COUNCIL'S POWERS OF ENTRY

- 7.1 The Council may at any reasonable time enter the Land for the purpose of:
- 7.1.1 inspecting the Land and any building or structure on the Land;
 - 7.1.2 exercising any other powers of the Council under this agreement or pursuant to law.
- 7.2 If the Owners are in breach of any provision of this agreement, the Council may, by notice served on the Owners, specify the nature of the breach and require the Owners to remedy the breach within such time as may be nominated by the Council in the notice (being at least 28 days from the date of service of the notice unless the circumstances otherwise require). If the Owners fail so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owners.
- 7.3 If in a notice referred to in Clause 7.2 the Council requires the removal of the building or structure from the Land, the Council and its servants or agents are authorised and empowered by the Owners to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the buildings or structure has any monetary value then the Council must use its best endeavours to realise that monetary value and must after the disposal account to the Owners and pay to the Owners the realised value less all expenses incurred.
- 7.4 The Council may delegate any of its powers under this agreement to any person.
- 7.5 The Owners agree that a breach of this agreement may cause loss or injury for which compensation is not an adequate remedy. If the Owners are in breach or is threatening a breach of any provision of this agreement, by word or actions, the Council may obtain an injunction restraining the Owners from committing the breach without proving any actual damage has or will be occasioned by the breach.
- 7.6 Clause 7.5 does not limit the Council's ability to obtain any other remedy against the Owner under this agreement or the Act.

8. SUCCESSOR BOUND

- 8.1 Any obligation on, or act or omission of a Party under this Agreement includes any obligation on, act or omission of any officer, employee, contractor, subcontractors, agent, invitee, lessee or licensee of that Party.
- 8.2 Where the Owner ceases to be an owner of land (or a portion of that land) subject to this Agreement, the Owner will ensure that the person who becomes the owner of the said land (or a portion of land) will enter into, or agree to be bound, by the terms of this Agreement.
- 8.3 The Owners indemnify Council from and against all loss and damage resulting from a breach of Clause 8.2 by the Owners except to the extent caused or contributed to by the negligence of the Council.
- 8.4 Without limiting the above:
- 8.4.1 If a party to this Agreement is a natural person, this Agreement binds that party and that party's heirs, executors, administrators, successors and assigns.
- 8.4.2 If a party to this Agreement is a company, an association or other body corporate, this Agreement binds that party and that party's managers, receivers, liquidators, successors and assigns.
- 8.5 Where a party ceases to be an owner of the land, that party's responsibilities pursuant to this Agreement shall continue to subsist.

9. JOINT AND SEVERAL LIABILITY

If a provision of this Agreement binds two or more parties, that provision binds those parties jointly and severally.

10. OPERATION AND APPLICATION OF THE AGREEMENT

- 10.1 The parties intend that this Agreement will be effective as a Land Management Agreement pursuant to section 57A(a) of the Act and will be registered under the Real Property Act 1986 as a note against an instrument of title to the Land.
- 10.2 Nothing in this Agreement shall be construed as Council granting consent, approval or in any way agreeing to the Development Applications or any current or future development of the Land.

11. NOTING OF THIS AGREEMENT

- 11.1 Each party shall do and execute all such acts, documents and things necessary so that as soon as practicable following the execution of this Agreement by all parties, the Agreement is noted against the Certificate of Title for the Land pursuant to the provisions of Section 57A of the Act.
- 11.2 The Owners must obtain all appropriate consents (including from all holders of registered interests rights or endorsements on the relevant Certificates of Title pertaining to the Land) and also pay any consent fees, stamp duty and registration costs on the Agreement.
- 11.3 Without providing a Notice to the Owners, Council may apply to the Registrar-General to note this Agreement against the Certificate of Title of the Land.

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12. GRANTS OF TIME OR INDULGENCE, COMPROMISE ETC.

- 12.1 Without limiting, affecting, waiving or discharging the liability of a Party under this Agreement, a Party may at any time and from time to time grant any time or other indulgence or consideration to any person who may be jointly or severally obligated under this Agreement.
- 12.2 This Agreement shall not be prejudiced, limited or effected by any delay or laches in the exercise or taking of any right, proceeding or remedy by a Party.

13. NOTICES

- 13.1 The parties acknowledge that any notice required to be given under this Agreement (Notice) shall be sufficiently given if the said Notice:
- 13.1.1 is forwarded to relevant party by registered post to the last known address;
 - 13.1.2 is delivered by hand to the last known address of the relevant party; or
 - 13.1.3 is emailed to last known email address used by the party.
- 13.2 Any such Notice will be deemed to be given:
- 13.2.1 where the said Notice is sent by mail, five Business Days or seven Business Days after posting if posting to or from a place outside Australia);
 - 13.2.2 where the said Notice is delivered by hand, on delivery;
 - 13.2.3 if sent by electronic mail, at the time and on the day shown in the sender's electronic mail delivery report, if it shows that the Notice was sent to the recipient's electronic mail address last Notified by the recipient to the sender.
- 13.3 However if the Notice is deemed to be received on a day that is not a business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

14. ABOUT COUNCIL

- 14.1 Council may delegate any of its powers under this Agreement or pursuant to law.
- 14.2 Council enters into this Agreement as a council acting under section 57A(a) of the Act and not in any other capacity. This Agreement does not preclude or pre-empt the exercise by Council of any other regulatory function of power.

15. TIME OF THE ESSENCE

Time shall be of the essence in respect of any time, date or period specified in this Agreement or in any notice served pursuant to this Agreement.

16. COSTS AND STAMP DUTY

The Owners will pay its and Council's costs of and incidental to the preparation, negotiation and execution of this Agreement. The Owners will pay the costs of and incidental to any documents prepared and executed pursuant to this Agreement and

the costs of registering this Agreement, unless stated otherwise in this Agreement or those other documents.

17. WHOLE AGREEMENT

This Agreement constitutes the whole agreement made between the parties concerning the subject matter and supersedes all prior agreements, arrangements and understanding between the parties as to its subject matter.

18. COUNTERPARTS

18.1 This Agreement may be executed in any number of counterparts and all those counterparts taken together constitute one and the same instrument.

18.2 Where counterparts are used, this Agreement will come into effect upon the last exchange of either original, facsimile, or email attachment counterpart.

18.3 Where facsimile or email attachment counterparts are exchanged, original counterparts are to be exchanged as soon as practicable, but failure to exchange originals shall not affect the validity of this document.

19. LAW AND JURISDICTION

This Agreement is governed exclusively by the law in force in the State of South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

20. SEVERANCE

20.1 If any term of this Agreement becomes void or unenforceable at law or in equity due to any legality, ambiguity or otherwise then so far as may reasonably be possible, that term of this Agreement shall be severed from this Agreement which shall otherwise continue in full force and effect.

20.2 Without limiting the above sub clause, any provision in this Agreement which is prohibited in any particular jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition but remains enforceable in all other jurisdictions (as appropriate).

21. VARIATION

This Agreement may only be varied by a further agreement executed by each of the parties.

22. WAIVER

22.1 Council or its delegate may, conditionally or unconditionally, waive compliance by the Owners with the whole or any part of the Owners' past or future obligations under this Agreement.

22.2 To be effective, a waiver must be in writing and signed by Council or its delegate.

23. EXERCISE OF POWER

- 23.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this Agreement is not a waiver of that power or right.
- 23.2 An exercise of a power or right under this Agreement does not preclude a further exercise of it or the exercise of another right or power.

24. CONSENTS

The Owners warrant that no person has a legal interest in the Land except the persons whose consents to this agreement appear in Annexure E.

25. DISCLAIMER

- 25.1 Notwithstanding any Development Approvals granted by Council as the planning authority in relation to Development Application 1, Development Application 2 and any subsequent development applications for the Land, Council does not make any representations as to, or warrants the suitability and functionality of any infrastructure including but not limited to the Stormwater System.
- 25.2 The Owners indemnify Council against all and any claims by their transferees, assigns and successors in title which relate to the suitability and functionality of any infrastructure including but not limited to the Stormwater System except to the extent caused or contributed to by the negligence of the Council.

EXECUTED as an Agreement:

Executed by Felmeri Holdings Pty Ltd pursuant to section 127 of the Corporations Act 2001

.....
 Signature of (sole) Director
 Name of Director (print)

.....
 Signature of Director/Company Secretary
 (Please delete as applicable)
 Name of Director/Company Secretary (print)

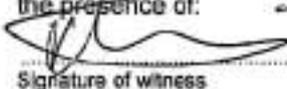
Executed by Marcalek Pty Ltd pursuant to section 127 of the Corporations Act 2001

.....
 Signature of (sole) Director
 Name of Director (print)

.....
 Signature of Director/Company Secretary
 (Please delete as applicable)
 Name of Director/Company Secretary (print)

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Signed for The Corporation of the City of Marion by its authorised delegate in the presence of:



Signature of witness

DYLAN O'BRIEN

Name of witness (print)

11/7/2019



Signature of authorised delegate

WARWICK J.D. DELLER-COOMBES

Name of authorised delegate (print)

MANAGER DEVELOPMENT +

Position of authorised delegate

REGULATORY SERVICES

Annexure A Development Approval

4 H.

**DECISION NOTIFICATION FORM
DEVELOPMENT ACT 1993**

TO:	Donaghey Surveyors Pty Ltd 718 Anzac Highway GLENELG SA 5045
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DEVELOPMENT APPLICATION NUMBER: 100/1385/2013
(DAC Reference: 100/G145/13)
DATED: 20/08/2013
REGISTERED ON: 20/08/2013

LOCATION OF PROPOSED DEVELOPMENT
1700, 1702 and 1704 Main South Road O'HALLORAN HILL 5168 Lot: 75 FP: 148111 CT: 5549/833, Lot: 76 FP: 148112 CT: 5774/802 and Lot: 77 FP: 148113 CT: 5722/514

DESCRIPTION OF PROPOSED DEVELOPMENT
Land Division Residential Community Title 3 into 23 allotments (creation of 20 new allotments), the removal of four regulated trees, (2 Almond Trees (<i>Prunus dulcis</i>) and 2 River Red Gums (<i>Eucalyptus camaldulensis</i>)) and construction of the common driveway, front masonry fence, site works, retaining walls 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	8/07/2015	8
Land Division Consent	Granted	8/07/2015	8
Building Rules Consent	Granted (By Private Certifier)	23/07/2015	0
DEVELOPMENT APPROVAL	Granted	27/07/2015	16

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: 100/1385/2013
APPLICANT: Donaghey Surveyors Pty Ltd
LOCATION: 1700, 1702 and 1704 Main South Road
O'HALLORAN HILL 5158
Lot: 75 FP: 148111 CT: 5549/833, LOT: 76 FP:
148112 CT: 5774/802 and
DESCRIPTION OF DEVELOPMENT: LOT: 77 FP: 148113 CT: 5722/514
Land Division Residential Community Title 3
into 23 allotments (creation of 20 new
allotments), the removal of four regulated
trees, (2 Almond Trees (*Prunus dulcis*) and 2
River Red Gums (*Eucalyptus camaldulensis*))
and construction of the common driveway,
front masonry fence, site works, retaining
walls and landscaping
DECISION: Development Approval Granted
DATE OF DECISION: 27/07/2015

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 proceed in accordance with the plans and details submitted with and forming part of Development Application No. 100/1385/2013 (DAC reference. 100/C145/13) (being Plan of Division F145513 prepared by Donaghey Surveyors Pty Ltd, Site Plan Layout Drawing No: 4612.13 Revision 'E' prepared by MC Noble Building Designers, Stormwater Calculations Report Project No: 16485 and Stormwater Drainage Layout Plans drawing numbers: 16485-C01 and 16485-C02 prepared by PT Design and Tree Report ATS2679-1198GreRdCsem: Tree Report for Felmeri Homes prepared by Arberman Tree Solutions dated 17th April 2014) except when varied by the following conditions of consent.

- (2) Subject to condition 3, all buildings, structures 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) Construction of the front fence, common driveway, retaining walls and landscaping (of common land – trees and ground covers adjacent common driveway and front fence) shall be constructed, installed and completed 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.
- (4) 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.
- (5) 5.1 An Open Space Contribution Fee is to be paid to the City of Marion in lieu of the provision of 12.5% public open space; totalling \$129,760. ✓
5.2 Payment of \$246 shall be made into the City of Marion's Urban Trees Fund in lieu of the 3 (three) replacement trees that are not to be provided for on the site. ✓

These moneys shall be provided 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.

- (6) Five of the trees to be planted at the front of the site are to compensate for the removal of the Regulated Trees. Replacement trees must be planted in a suitable position greater than 10 metres in distance from any dwelling or in-ground swimming pool. The replacement trees must not be exempt species listed under Regulation 6A clause (5)(b) of the Development Regulations 2008, or a tree belonging to a class of plant declared by the Minister under section 174 of the Natural Resources Management Act 2004.

The replacement tree planting shall occur within twelve months of the trees' removal and shall be maintained in good condition at all times and replaced if necessary.
- (7) The two *Eucalyptus cladocalyx* (Sugar Gum's) located on allotments 12 and 13, the two *Eucalyptus camaldulensis* (River Red Gum's) located on allotments 1 and 5 and the *Eucalyptus leucoxylon* (South Australian Blue Gum) located on allotment 4 otherwise identified as Trees 1, 2, 4, 5 and 8 in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem shall be retained. The area beneath the tree's canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove these trees, an approval from the Council must be obtained).

- (8) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected outside of the trunk of the regulated and significant trees to be retained on the site at a distance consistent with the Tree Protection Zones (TPZ) specified in the Arborist Tree Solutions Report ATS2679-1198GreRdCsem for Trees 1, 2, 4, 5 and 8 identified in the same report. A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.

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 H0009970).
The necessary easements shall be granted to the S A Water Corporation free of cost.
- (2) 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.
- (3) All access to/from the site shall be gained via the common property access only.
- (4) All vehicles must enter and exit Main South Road in a forward direction.
- (5) All access to/from Development Allotments 1 & 23 shall be located as close as practicable to the property boundary of adjoining Allotments 2 & 22 (respectively).
- (6) The shared access shall be provided with a section of sealed shoulder along Main South Road, extending 15.0m either side of the centre line of the access point. Furthermore, the access point must be sealed and flared from the property boundary to Main South Road. All works must be undertaken to the satisfaction of Department of Planning, Transport and Infrastructure, with all costs (including design, construction and project management) to be borne by developer.
- (7) Trimming and/or removal of roadside vegetation, and a reduction to the existing embankments on the Main South Road frontage, shall be undertaken to achieve adequate sightlines for drivers exiting the development.

- (8) No stormwater from this division shall be permitted to discharge on-surface to Main South Road. Additionally, any existing drainage of the road must be accommodated in the development and any alterations to road drainage infrastructure as a result of this development shall be at the expense of the applicant.

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

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) 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:

29 / 07 / 2015

Cc:

Felmerl Homes
315 Payneham Road
ROYSTON PARK SA 5070

IMPORTANT INFORMATION

The following matters may influence any consent or approval that has been granted:

• **Other Approvals may be required**

The granting of this consent or approval does not remove the need for the applicant to obtain all other consents that may be required by any other legislation or regulation, encumbrance, land management agreement or similar. It also does not imply that the building will comply with the provisions of the Disability Discrimination Act 1993. The Applicant's attention is particularly drawn to the need to consult electricity suppliers in relation to high voltage power lines and required clearance distances to buildings.

• **Public and Environmental Health**

The Public and Environmental Health Act requires that:

- proper sanitary facilities must be existing and available or be provided to all building sites (i.e. a water flush chemical toilet or toilet connected to sewer or a septic tank);
- an appropriate waste receptacle/enclosure be provided to contain all builders' waste; and
- the site is maintained in a clean condition, free of litter, at all times.

The applicant is advised (and should in turn advise the property owner, builders and all contractors) of their responsibility under the Environment Protection Act 1993 to not harm the environment. Specifically:

- paint, plaster, concrete and brick wastes, and wash waters should not be discharged to the stormwater system or onto land where it is reasonably likely to enter any waters;
- litter should be appropriately stored on site pending removal;

- excavation and site disturbance should be limited, and in particular dust generation should be minimised;
- entry/exit points to the site should be managed to prevent soil being carried off site by vehicles;
- sediment barriers should be used (particularly on sloping sites).

On the spot fines apply for breaches. Further information is available by contacting the EPA on 8204 2000.

• **Works on Council owned land, including footpaths**

The applicant is advised that any works undertaken on Council owned land (including, but not limited to, works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Infrastructure Department, prior to any works being undertaken. Driveway Access Permit Forms, in particular, must be completed and approved prior to driveway construction occurring. Further information may be obtained by phoning 8375 6600.

Council has requirements for all works that occur in the verge area. In particular, Council requires all redundant driveways to be closed and all new driveways to grade toward the road between the kerb and the front boundary of the property with the level at the front property boundary being between 50mm and 150mm above the top of the kerb, or, as approved by Council.

If damage to kerbs, waterables, footpaths etc is present prior to construction commencing, it is advisable to supply Council with dated photos and measurements of defects; otherwise it will be assumed that all damage was caused during construction. Any damage during construction will be the responsibility of the builder/site owner to remedy. Failure to do so will result in such repairs being carried out by the Council and charged to the builder.

All works on Council owned land required as part of this development are likely to be at the applicant's cost.

Material stockpiles and temporary toilet facilities should all be placed on site and not on the footpath or public roads or reserves. Failure to keep the road reserve clean and suitable for pedestrian and vehicular traffic may result in Council or other agencies taking action under the Local Government Act, the Public and Environmental Health Act, and/or the Environment Protection Act.

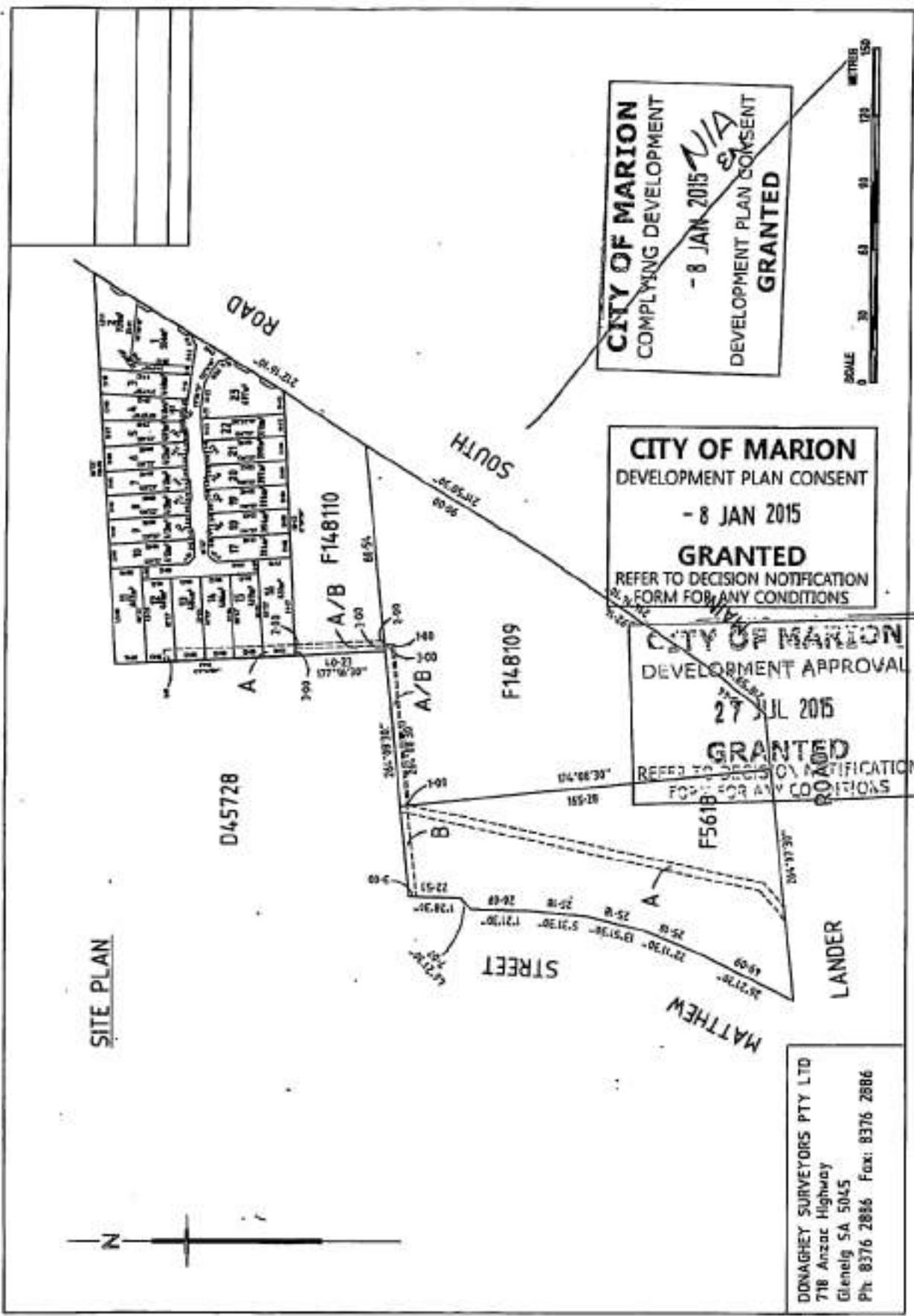
• **Other**

Property owners are responsible for notifying Council of any **change in ownership** and/or any **change of property owner's mailing address**. This notification must be received in writing or by facsimile by Council's Rates Department (fax no: 8375 6888). Failure to do so may result in rates notices not being received and fines being imposed.

Existing vegetation to be retained and/or planting to occur in the vicinity of building works may alter soil conditions and/or affect buildings. The applicant is therefore urged to seek expert advice from suitably qualified persons before designing footings, undertaking construction, and/or planting any vegetation in the vicinity of any building.

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the applicant are accurate. It is recommended that the applicant employ a licensed surveyor to carry out an identification survey and peg the true boundaries prior to construction commencing. Any discrepancies identified between the dimensions on the approved drawings and the true survey must be reported to the Council for advice on implications on the proposed development. Where a solid wall is proposed on a boundary, it is necessary for any relevant sections of fencing to be removed. It is advisable to gain permission from the adjoining owner(s) before moving or altering any fencing or before using a neighbour's property for access. Owners/applicants should also be aware of their obligations under the Fences Act to notify neighbours before carrying out fencing work on boundaries.

The EPA Information Brochure "Construction Noise" outlines recommended hours of operation outside which noisy activities should not occur. Further information is available by phoning the Environment Protection Authority on 8204 2000.



CITY OF MARION
 COMPLYING DEVELOPMENT
 - 8 JAN 2015 *VIA SA*
 DEVELOPMENT PLAN CONSENT
GRANTED

CITY OF MARION
 DEVELOPMENT PLAN CONSENT
 - 8 JAN 2015
GRANTED
 REFER TO DECISION NOTIFICATION
 FORM FOR ANY CONDITIONS

CITY OF MARION
 DEVELOPMENT APPROVAL
 27 JUL 2015
GRANTED
 REFER TO DECISION NOTIFICATION
 FORM FOR ANY CONDITIONS

DONAGHEY SURVEYORS PTY LTD
 718 Anzac Highway
 Glenelg SA 5045
 Ph: 8376 2886 Fax: 8376 2886

SITE PLAN

PURPOSE:	EASEMENT	AREA NAME:	CHILLOWAI HILL	APPROVED:	
MAP REF:	682710F	COUNCIL:	THE CORPORATION OF THE CITY OF MARION	DEPOSITED/FILED:	
LAST PLAN:		DEVELOPMENT NO.:			SHEET 1 OF 1 45438_mec_01_v01

AGENT DETAILS: DOWAGHEY SURVEYORS PTY LTD
 718 ANZAC HIGHWAY
 GLENELG SA 5045
 PH: 83782888
 FAX: 83782885

AGENT CODE: FD48P
 REFERENCE: F154513

SURVEYORS CERTIFICATION:

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	572	514		ALLOTMENT(S)	77	F	148110	NOURLUNDA		
CT	574	502		ALLOTMENT(S)	78	F	148112	NOURLUNDA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
PROPOSED	74 IN F148110	SHORT	EASEMENT(S)	0	FOR DRAINAGE PURPOSES	COUNCIL FOR THE AREA	
PROPOSED	73 IN F148109	SHORT	EASEMENT(S)	0	FOR DRAINAGE PURPOSES	COUNCIL FOR THE AREA	
PROPOSED	2 IN F5618	SHORT	EASEMENT(S)	0	FOR DRAINAGE PURPOSES	COUNCIL FOR THE AREA	

ANNOTATIONS: SEE CT FOR EXISTING EASEMENT DETAILS

CITY OF MARION
 DEVELOPMENT PLAN CONSENT
 - 8 JAN 2015
GRANTED
 REFER TO DECISION NOTIFICATION
 FORM FOR ANY CONDITIONS

CITY OF MARION
 COMPLYING DEVELOPMENT
 N/A - 8 JAN 2015
 DEVELOPMENT PLAN CONSENT
GRANTED

(08) 8375 6600

(08) 8375 6699

council@marion.sa.gov.au

245 Sturt Road, Sturt SA 5047

Monday to Friday — 8:30am to 5:00pm

PO Box 21, Oaklands Park SA 5046



**DECISION NOTIFICATION FORM
DEVELOPMENT ACT 1993**

TO:	Mr Michael Noble 45 College Road SOMERTON PARK SA 5044
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DEVELOPMENT APPLICATION NUMBER: 100/2017/1481
DATED: 11/08/2017
REGISTERED ON: 11/08/2017

LOCATION OF PROPOSED DEVELOPMENT 1700 - 1704 Main South Road O'HALLORAN HILL 5158 Lot: 75 FP: 148111 CT: 5549/833, Lot: 76 FP: 148112 CT: 5774/802, LOT: 77 FP: 148113 CT: 5722/514

DESCRIPTION OF PROPOSED DEVELOPMENT Construction of a pre-school (childcare centre), associated earthworks and retaining, car parking and landscaping

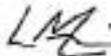
In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	RESERVED MATTERS	NUMBER OF CONDITIONS
Development Plan Consent	Granted	31/07/2018	2	24
Building Rules Consent	STILL REQUIRED			
DEVELOPMENT APPROVAL	STILL REQUIRED			

0 representations were received from third parties concerning your Category Three proposal. If third party representations were received, those persons can lodge an appeal against this consent, therefore this consent does not become operative until 15 business days after the date of the decision or until such time as an appeal is determined.

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' on the last page of this Decision Notice.

Note - this is not a Development Approval. Development Plan Consent only has been granted. No work can commence until full Development Approval has been obtained.

Signature of Administration Officer: 
Planning Officer: Alex Wright
Delegates of City of Marion
Date: 3 August, 2018

P (08) 8375 6600

Administration Centre 245 Sturt Road, Sturt SA 5047

F (08) 8375 6699

Office Hours Monday to Friday — 9:30am to 5:00pm

E council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

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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.

Reserved Matters:

Pursuant to Section 33(3) of the Development Act, Council RESERVES its decision in relation to the following matters. Development Approval cannot be issued by the Council unless and until it has assessed such matters and granted its consent in respect thereof.

1. Detail of a sound attenuating fence on the western side boundary of the subject site to protect the privacy and amenity of the neighbouring residential land, shall be provided to Council for consideration and approval prior to the issue of Development Approval.
2. Bollard lighting shall be provided in appropriate locations throughout the car park and adjacent the building's entry to enhance safety and security in non-daylight hours. Details of the lighting shall be provided to Council for consideration and approval prior to the issue of Development Approval.

Pursuant to Section 33(3) of the Development Act 1993 the Council reserves its decision on the form and substance of any further conditions of development plan consent that it considers appropriate to impose in respect of the reserved matter outlined above.

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.100/1481/2018 (being plans titled "Stormwater Management (drawing number 19820-C01)" prepared by PT Design, received by Council on 11/4/2018, and plans title "Site Plan, Ground Plan, Front 'South' Elevation, Rear 'North' Elevation, Side 'East' Elevation and Side 'West' Elevation" prepared by Noble Design, and received by Council on 11/4/2018) except when varied by the following conditions of consent.
- (2) A 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, stormwater disposal details, and the location of all existing street infrastructure and street trees.

- (3) The hours of operation of the premises shall be restricted to the following times:
 - Between the hours of 6.30am and 6.30pm Monday to Friday (excluding public holidays).
- (4) The use of the external play areas shall be restricted to the following times:
 - Between the hours of 7.00am and 6.30pm Monday to Friday (excluding public holidays).
- (5) The existing *Eucalyptus camaldulensis* or River Red Gum located within the *south eastern corner* of the property shall be retained. The area beneath the tree's canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove this tree, an approval from the Council must be obtained).
- (6) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected at a distance of 9.5m metres from the centre of the trunk apart from where the existing boundary fences and proposed building footprint will form the extent of the tree protection boundary. A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.
- (7) Any structural roots (i.e. greater than 25mm in diameter) of the regulated tree to be retained that are uncovered outside of the Tree Protection Area shall be retained where possible or, if not, shall be severed by saw cutting, sharp axe or secateurs and not with a backhoe or machinery or blunt instrument. Wounds shall be immediately dressed with a commercially available tree-wound healing compound.
- (8) 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.
- (9) A trap shall be installed as part of the site's stormwater system to prevent grease, oil, sediment, litter and other substances capable of contaminating stormwater from entering the Council's stormwater drainage system. The trap shall be regularly cleaned and maintained in good working order to the reasonable satisfaction of the Council.

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- (10) All waste disposal and pick up shall be undertaken in accordance with the requirements stipulated within the *Environment Protection (Noise) Policy 2007*, or subsequent legislation.
- (11) All waste and other rubbish shall be stored and screened in a manner so that it does not create insanitary conditions, unreasonable nuisance or pollution (including entering the stormwater system) to the environment to the reasonable satisfaction of the Council.
- (12) All areas nominated as landscaping or garden areas on the approved plans shall be planted with a suitable mix and density of trees, shrubs and groundcovers prior to the occupation of the premises and thereafter maintained to the reasonable satisfaction of the Council.
- (13) Landscaping shall be maintained so as to not obstruct the views of drivers or pedestrians entering or exiting the site, to the reasonable satisfaction of Council.
- (14) All loading and unloading of vehicles associated with the subject premises shall be carried out entirely upon the subject land.
- (15) Driveways, car parking spaces, manoeuvring areas and landscaping areas shall not be used for the storage or display of any goods, materials or waste at any time.
- (16) Designated accessible car parking spaces shall be designed and provided in accordance with the provisions contained in Australian Standard AS1428 - 2003.
- (17) 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.
- (18) All car parking spaces shall be line-marked or delineated in a distinctive fashion prior to occupation of the premises, with the marking maintained in a clear and visible condition at all times.
- (19) Bicycle facilities shall be provided in accordance with Australian Standard AS 1742.9-2000 "Manual of uniform traffic control devices Part 9: Bicycle facilities".
- (20) All vehicle access to and from the subject site during construction shall be located and designed in accordance with Site Plan produced by Noble Design, Drawing No. 4895.2017.1, Rev A, dated July 2017.
- (21) The largest vehicle permitted on the site shall be a 10.0 metre refuse vehicle. All vehicles larger than a B59 vehicle shall access the site outside of peak business hours only.

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- (22) Clear sightlines, as shown in figure 3.3 'Minimum Sight Lines for Pedestrian Safety' in AS/NZS 2890.1:2004, shall be provided at the property line to ensure adequate visibility between vehicle leaving the site and pedestrians on the adjacent footpath.
- (23) Stormwater run-off shall be collected on-site and discharged without jeopardising the integrity and safety of Main South Road. Any alterations to the road drainage infrastructures required to facilitate this shall be at the applicants cost.
- (24) No element of the signage visible from the abutting roads shall flash, scroll, move or change. Furthermore, all signage visible from the abutting roads shall be finished in a material of low reflectivity to minimise the risk of sun and headlamp glare for motorists.

BUILDING RULES CONSENT

STILL REQUIRED

NOTES:

General:

1. 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.
2. 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).
3. 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.
4. 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.
5. Any existing driveway crossovers that become redundant as a result of a development must be reinstated to match the existing kerb profile along the road frontage of the property.

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www.marion.sa.gov.au



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.

Advisory Note:

1. Any variation/amendment to the plans and documentation granted Development Plan Consent will require further approval from the Council. If the amendments are deemed to be minor in nature, in the opinion of the Council, they may be accepted as part of the current application pursuant to Regulation 47A of the Development Regulations 2008. Alternatively, if in the opinion of the Council, the variation(s) are not considered to be minor in nature, a new variation application must be lodged with the Council for assessment against the relevant Marion Council Development Plan.

Please note, minor variations cannot be simply incorporated within the Building Rules Consent documents; they must be applied for in writing. Any discrepancies between the plans granted Development Plan Consent and Building Rules Consent documents may prevent Development Approval being issued, unless the amendments have previously been authorised by the Council.

2. Developers are responsible for providing telecommunications infrastructure in their developments. To provide this infrastructure, you need to contract a carrier to install telecommunications infrastructure in your new development.

Developers can choose any carrier to service their development. If they don't choose another carrier:

- nbn is the Infrastructure Provider of Last Resort for larger developments (100 lots or more), and for all developments in areas where nbn is rolling out.
- Telstra is the Infrastructure Provider of Last Resort for smaller developments (less than 100 lots), until the nbn rolls out in the area.

Developers are asked to apply at least 6 months before the required date of service, to ensure a connection is ready when residents move in.

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Website links

Australian Government's Telecommunications in New Developments policy

<https://www.communications.gov.au/policy/policy-listing/telecommunications-new-developments>

How to get nbn ready fact sheet

<https://www.nbnco.com.au/content/dam/nbnco2/documents/how-to-get-nbn-ready.pdf>

nbn new property developments page

<https://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>

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.

Cc:

Felmeri Homes
32 King William Road
WAYVILLE SA 5034

Environment, Resources and Development Court
erdcourt@courts.sa.gov.au

DPTI.DevelopmentApplications@sa.gov.au

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IMPORTANT INFORMATION (Last updated 2/6/05)

The following matters may influence any consent or approval that has been granted:

- **Other Approvals may be required**

The granting of this consent or approval does not remove the need for the applicant to obtain all other consents that may be required by any other legislation or regulation, encumbrance, land management agreement or similar. It also does not imply that the building will comply with the provisions of the Disability Discrimination Act 1993. The Applicant's attention is particularly drawn to the need to consult electricity suppliers in relation to high voltage power lines and required clearance distances to buildings.

- **Public and Environmental Health**

The Public and Environmental Health Act requires that:

- proper sanitary facilities must be existing and available or be provided to all building sites (i.e. a water flush chemical toilet or toilet connected to sewer or a septic tank);
- an appropriate waste receptacle/enclosure be provided to contain all builders' waste; and
- the site is maintained in a clean condition, free of litter, at all times.

The applicant is advised (and should in turn advise the property owner, builders and all contractors) of their responsibility under the Environment Protection Act 1993 to not harm the environment. Specifically:

- paint, plaster, concrete and brick wastes, and wash waters should not be discharged to the stormwater system or onto land where it is reasonably likely to enter any waters;
- litter should be appropriately stored on site pending removal;
- excavation and site disturbance should be limited, and in particular dust generation should be minimised;
- entry/exit points to the site should be managed to prevent soil being carried off site by vehicles;
- sediment barriers should be used (particularly on sloping sites).

On the spot fines apply for breaches. Further information is available by contacting the EPA on 8204 2000.

- **Works on Council owned land, including footpaths**

The applicant is advised that any works undertaken on Council owned land (including, but not limited to, works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Infrastructure Department, prior to any works being undertaken. Driveway Access Permit Forms, in particular, must be completed and approved prior to driveway construction occurring. Further information may be obtained by phoning 8375 6600.

Council has requirements for all works that occur in the verge area. In particular, Council requires all redundant driveways to be closed and all new driveways to grade toward the road between the kerb and the front boundary of the property with the level at the front property boundary being between 50mm and 150mm above the top of the kerb, or, as approved by Council.

If damage to kerbs, waterables, footpaths etc is present prior to construction commencing, it is advisable to supply Council with dated photos and measurements of defects; otherwise it will be assumed that all damage was caused during construction. Any damage during construction will be the responsibility of the builder/site owner to remedy. Failure to do so will result in such repairs being carried out by the Council and charged to the builder.

All works on Council owned land required as part of this development are likely to be at the applicant's cost.

Material stockpiles and temporary toilet facilities should all be placed on site and not on the footpath or public roads or reserves. Failure to keep the road reserve clean and suitable for pedestrian and vehicular traffic may result in Council or other agencies taking action under the Local Government Act, the Public and Environmental Health Act, and/or the Environment Protection Act.

- **Other**

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(08) 8375 6699

council@marion.sa.gov.au

245 Sturt Road, Sturt SA 5047

Monday to Friday — 8:30am to 5:00pm

PO Box 21, Oaklands Park SA 5046



Property owners are responsible for notifying Council of any change in ownership and/or any change of property owner's mailing address. This notification must be received in writing or by facsimile by Council's Rates Department (fax no: 8375 6888). Failure to do so may result in rates notices not being received and fines being imposed.

Existing vegetation to be retained and/or planting to occur in the vicinity of building works may alter soil conditions and/or affect buildings. The applicant is therefore urged to seek expert advice from suitably qualified persons before designing footings, undertaking construction, and/or planting any vegetation in the vicinity of any building.

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the applicant are accurate. It is recommended that the applicant employ a licensed surveyor to carry out an identification survey and peg the true boundaries prior to construction commencing. Any discrepancies identified between the dimensions on the approved drawings and the true survey must be reported to the Council for advice on implications on the proposed development. Where a solid wall is proposed on a boundary, it is necessary for any relevant sections of fencing to be removed. It is advisable to gain permission from the adjoining owner(s) before moving or altering any fencing or before using a neighbour's property for access. Owners/applicants should also be aware of their obligations under the Fences Act to notify neighbours before carrying out fencing work on boundaries.

The EPA Information Brochure "Construction Noise" outlines recommended hours of operation outside which noisy activities should not occur. Further information is available by phoning the Environment Protection Authority on 8204 2000.

Annexure B Stormwater Drainage Layout

Annexure C Plan 1

PURPOSE:	DIVISION AND EASEMENT	AREA NAME:	CYALLORRAH HILL	APPROVED:	
MAP REF:	662710/K, 662710/L, 662710/F, 662710/G	COUNCIL:	THE CORPORATION OF THE CITY OF HARBOR	DEPOSITED/FILED:	
LAST PLAN:		DEVELOPMENT NO:	1060325/17001		SHEET 1 OF 2 58410_361_91_v01

AGENT DETAILS: DONAGHEY SURVEYORS PTY LTD
 719 ANZAC HIGHWAY
 GLENELG SA 5165
 PH: 82762888
 FAX: 82762885

AGENT CODE: FDMSP
REFERENCE: F154513

SURVEYORS CERTIFICATION:

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLID	OTHER	PARCEL ALLOTMENT(S)	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5175	21		ALLOTMENT(S)	73	F	148108 NOARLUNGA		
CT	5174	788		ALLOTMENT(S)	74	F	148110 NOARLUNGA		
CT	5122	514		ALLOTMENT(S)	77	F	148113 NOARLUNGA		
CT	5174	802		ALLOTMENT(S)	78	F	148112 NOARLUNGA		
CT	5549	833		ALLOTMENT(S)	75	F	148111 NOARLUNGA		
CT	6304	318		ALLOTMENT(S) (RESERVE)	1	F	5818 NOARLUNGA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXTINGUISH	77 INF148113	LONG	EASEMENT(S)	A IN F148113		THE MINISTER FOR INFRASTRUCTURE	T 4233233
EXTINGUISH	78 INF148112	LONG	EASEMENT(S)	A IN F148112		THE MINISTER FOR INFRASTRUCTURE	T 4193381
EXISTING	2 (RESERVE)	LONG	EASEMENT(S)	C		SOUTH AUSTRALIAN WATER CORPORATION	T 4233507
EXISTING	73	LONG	EASEMENT(S)	A		THE MINISTER FOR INFRASTRUCTURE	T 4233977
EXISTING	74	LONG	EASEMENT(S)	A		THE MINISTER FOR INFRASTRUCTURE	T 4191735
PROPOSED	73,74, 2 (RESERVE)	LONG	EASEMENT(S)	B	FOR STORM WATER PURPOSES	1 AND 2 -	

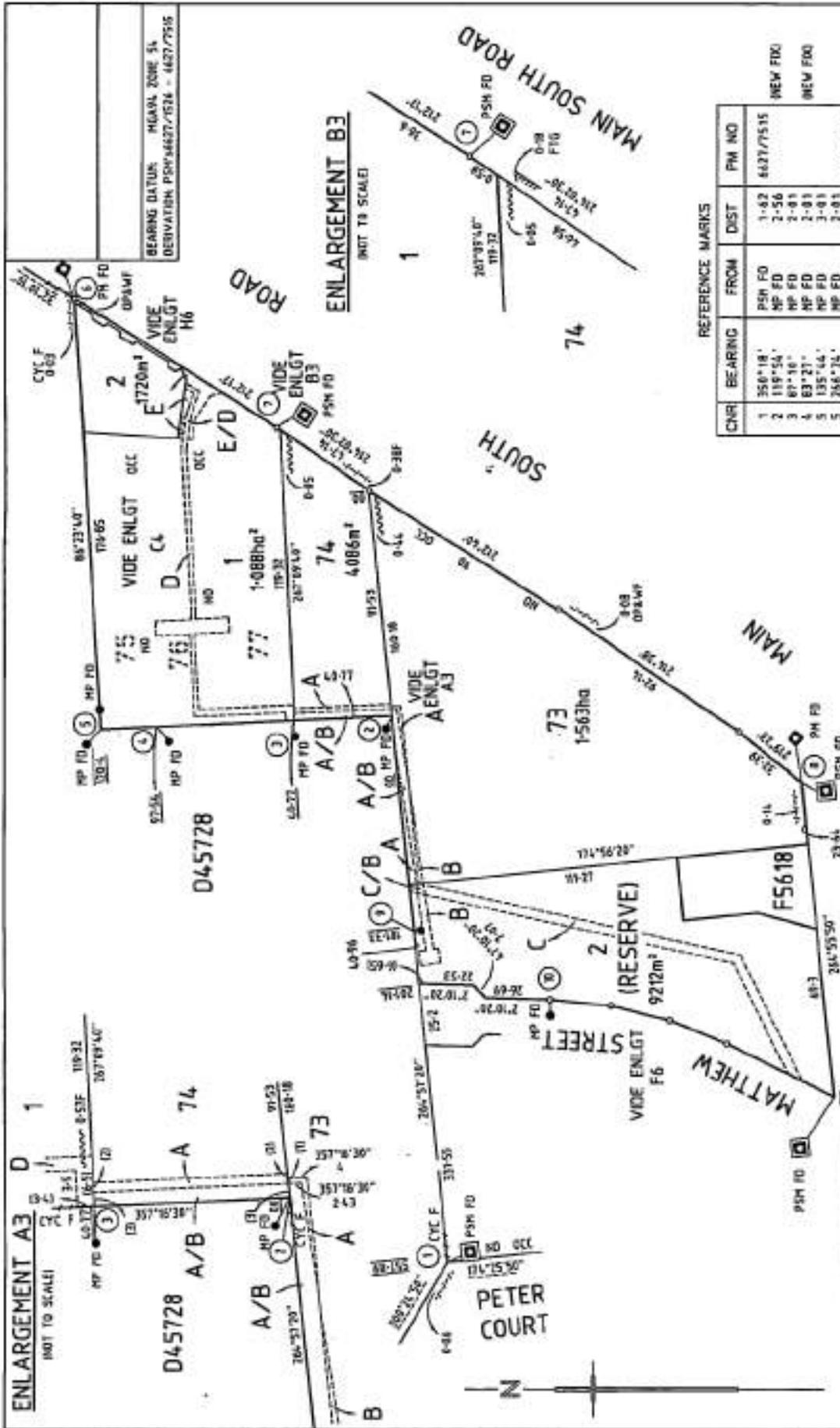
EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
PROPOSED	1	LONG	RIGHT(S) OF WAY	E		2	
PROPOSED	1	LONG	EASEMENT(S)	0	FOR STORM WATER PURPOSES	1	

ANNOTATIONS: NO OCCUPATION ON SUBJECT LAND BOUNDARIES UNLESS SHOWN OTHERWISE

ALLOTMENT 2 (RESERVE) DOES NOT FORM PART OF THE DIVISION PROCESS

EASEMENT B FOR STORM WATER PURPOSES DOES NOT FORM PART OF THE DIVISION



BEARING DATUM: MEVVA 2006 54
 DERIVATION: PSM 4627/7515 - 4627/7515

ENLARGEMENT B3
 (NOT TO SCALE)

ENLARGEMENT A3
 (NOT TO SCALE)

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
1	356°18'	PSM FO	1-42	4627/7515
2	118°54'	HP FO	2-56	
3	81°36'	HP FO	2-81	
4	83°21'	HP FO	2-81	
5	135°44'	HP FO	3-81	
6	268°24'	HP FO	3-81	
7	217°25'	PSM FO	2-99	4627/1527
8	207°23'	PSM FO	8-81	4627/1526
9	257°41'	PSM FO	1-72	4627/4552
10	31°25'	HP FO	8-81	4627/9991
11	354°57'	HP FO	1-42	
12	91°22'	HP FO	8-25	
13	123°13'	PSM FO	15-69	4627/11168



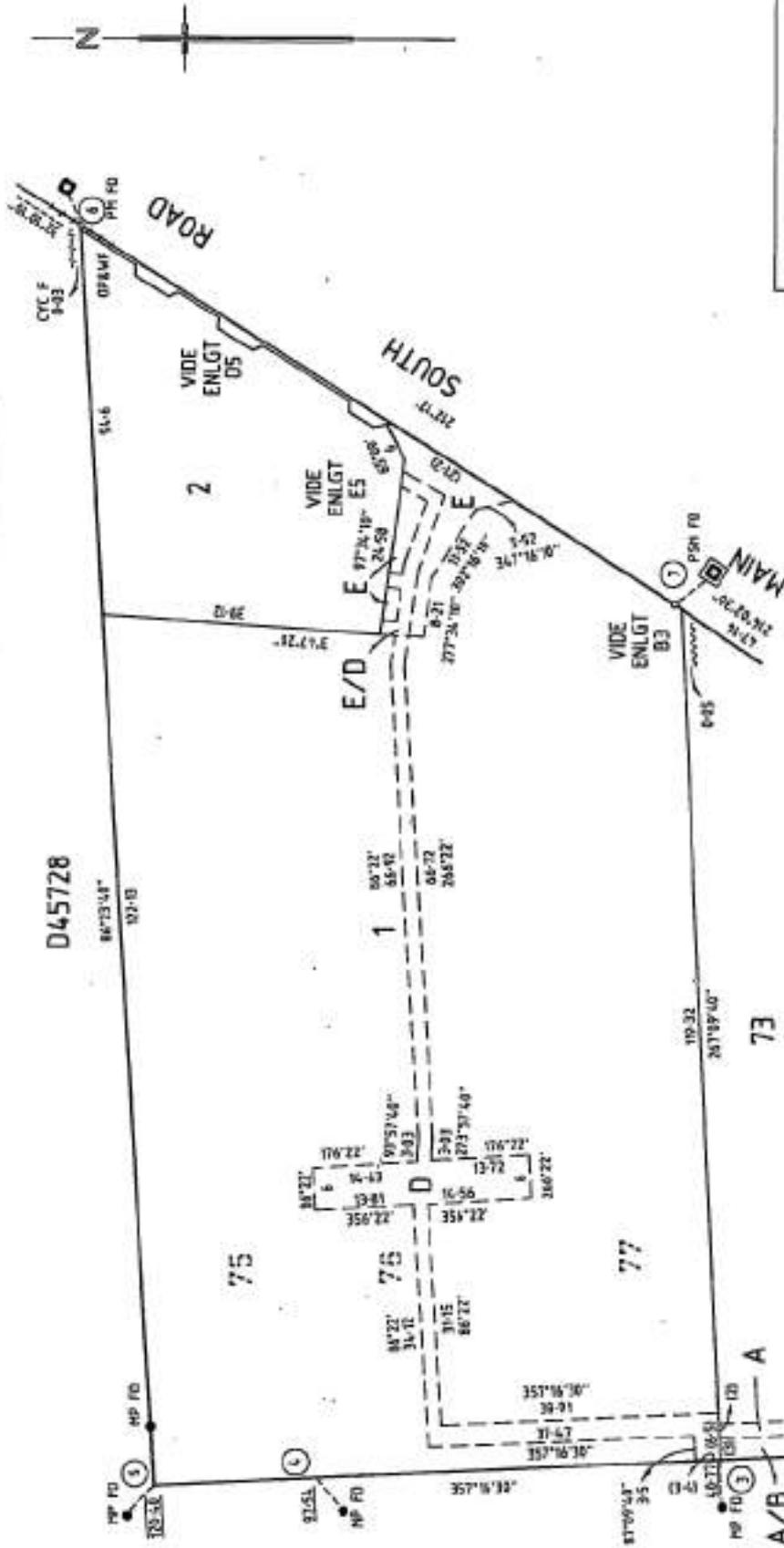
DONAGHEY SURVEYORS PTY LTD
 718 Anzac Highway
 Glenelg SA 5045
 Ph: 8376 2886 Fax: 8376 2886
 REF: F154513

ENLARGEMENT C4

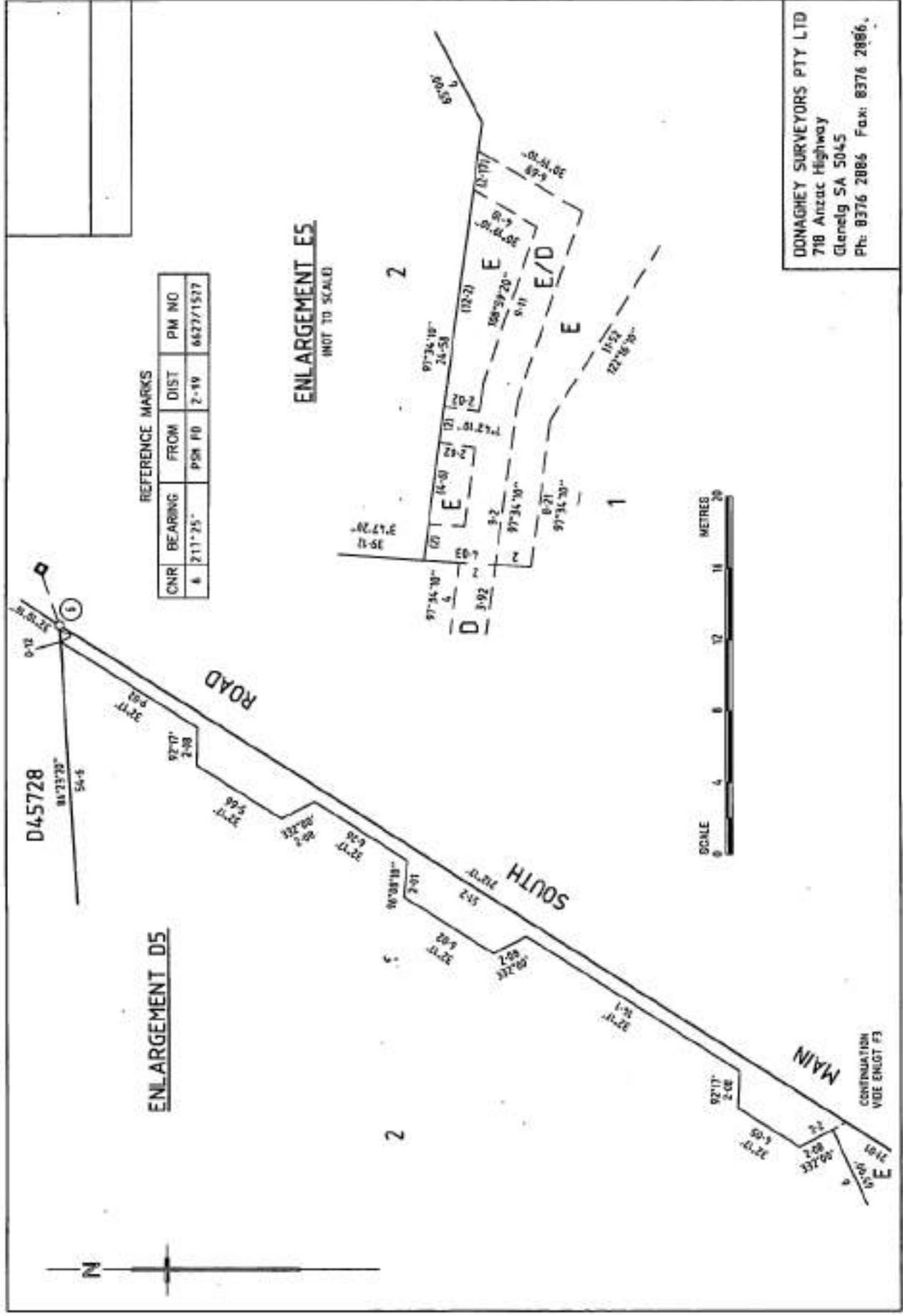


REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
3	87°10'	MP FD	2-01	
4	83°27'	MP FD	2-01	
5	135°44'	MP FD	3-01	
5	266°24'	MP FD	2-01	
6	211°23'	PK FD	2-99	6417/1527
7	307°23'	PSK FD	0-91	6417/1526



DONAGHEY SURVEYORS PTY LTD
 718 Anzac Highway
 Glenelg SA 5045
 Ph: 8376 2886 Fax: 8376 2886



D45728

N^{73°30'}
54-5

ENLARGEMENT D5

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
6	S ^{11°25'}	PSR PD	2-19	6623/1517

ENLARGEMENT E5

NOT TO SCALE



DONAGHEY SURVEYORS PTY LTD
718 Anzac Highway
Glenelg SA 5045
Ph: 8376 2886 Fax: 8376 2866

CONTINUATION
VIDE ENLOT F3

ENLARGEMENT F6

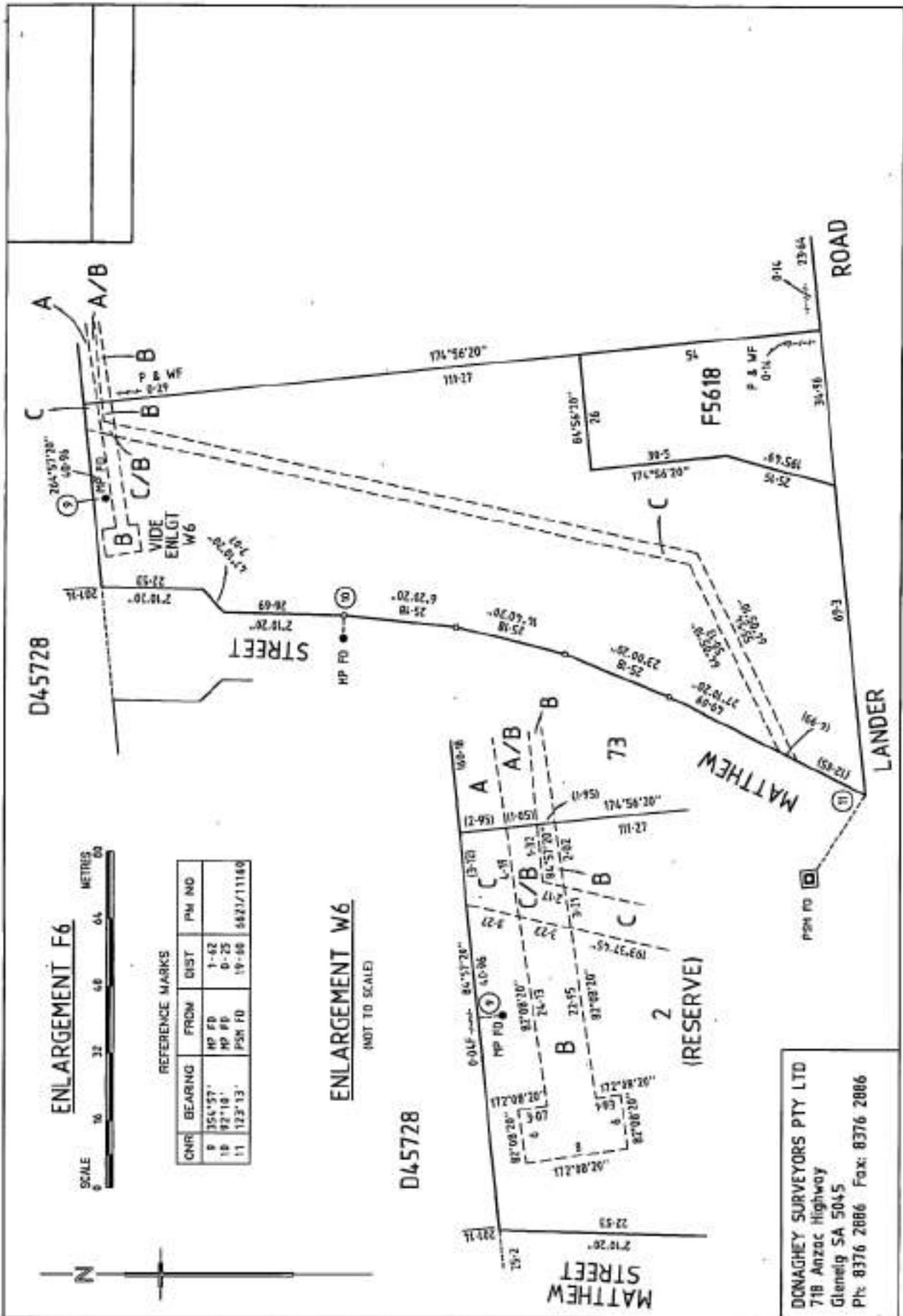


REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
9	354°57'	HP PD	1-42	
10	92°18'	HP PB	0-25	
11	123°13'	PSM PD	19-48	54823/11140

ENLARGEMENT W6

(NOT TO SCALE)



DONAGHEY SURVEYORS PTY LTD
 718 Anzac Highway
 Glenelg SA 5045
 Ph: 8376 2886 Fax: 8376 2886

Annexure D Form of Drainage Easement

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

To be completed by lodging party

Office Use Only

ANNEXURE to APPLICATION

dated 15/7/2019

NUMBER

over Certificate of Title Volume: 5549

Folio: 833

ad Volume 5774 folio 202 & Volume 5779 folio 514

First

LAND: The whole of the land comprised in Certificate of Title Volume 5549 Folio 833

DEALING: Application to Note Land Management Agreement between THE CORPORATION OF THE CITY OF MARION and FELMERI HOLDINGS PTY LTD (ACN: 163 148 696)

APPLICANT: The Corporation of the City of Marion

EXECUTION

Signed as delegate for The Corporation of the City of Marion under section 20 of the Development Act 1993


(Signature)

WARWICK J.D. DELLER-
(Print full name) COOMBS

MANAGER DEVELOPMENT
(Print position held) REGULATORY SERVICES


(Witness Signature)

DYLAN O'BRIEN
(Witness name)

11/7/2019
(Date)

10 GLOAN RD HAWTHORNDEN
0419 819 197

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

To be completed by lodging party

Office Use Only

ANNEXURE to APPLICATION

dated 15 July 2019 NUMBER

over Certificates of Title Volume: 5722 Folio: 514

and Volume 5774 Folio 802

Secondly and Volume 5594 Folio 833

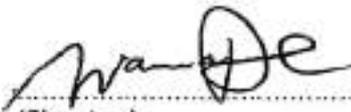
LAND: The whole of the land comprised in Certificates of Title Volume 5722 Folio 514 and Volume 5774 Folio 802

DEALING: Application to Note Land Management Agreement between THE CORPORATION OF THE CITY OF MARION and MARCALEK PTY LTD (ACN: 603715868)

APPLICANT: The Corporation of the City of Marion

EXECUTION

Signed as delegate for The Corporation of the City of Marion under section 20 of the Development Act 1993



(Signature)

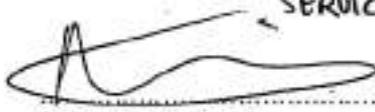
WARWICK ID. DELLER

(Print full name) COMBS

MANAGER DEVELOPMENT

(Print position held)

REGULATORY SERVICES



(Witness Signature)

DILAN O'BRIEN

(Witness name)

11/7/2019

(Date)

16 SLOAN RD HANTHIRDENE

0419 819 197

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



Certificate No: **108101**
Receipt No:
Reference No:

Date: **Monday, 19 January 2026**
Fax No:

Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

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

CERTIFICATE

Section 187 of the Local Government Act

Assessment Number: **577676**
Valuer General No.: **1050020290**
Property Description: **Lot: 20 CP: 42322 CT: 6250/436**
Property Address: **11/1704 Main South Road O'HALLORAN HILL 5158**
Owner: **S M Grzczkowski**

Additional Information:

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

Rates/Natural Resources Levy:	Total
Rates for the current year (includes Regional Landscape Levy)	\$ 1,411.95
Overdue/Arrears	\$ 0.00
Interest	\$ 0.00
Adjustments	\$ 0.00
Legal Fees	\$ 0.00
Less Payments Received	-\$ 707.95
Less Capping Rebate (if applicable)	\$ 0.00
Less Council Rebate	\$ 0.00
Debtor: Monies outstanding (which are a charge on the land) in addition to Rates due	\$ 0.00
Total Outstanding	\$ 704.00

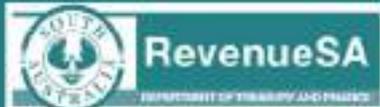
Please be advised: The first instalment is due **1st September 2025** with four quarterly instalments falling due on 01/09/2025, 01/12/2025, 02/03/2026 and 01/06/2026. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

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



ADN 19 040 349 805
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2747204

THE TRUSTEE FOR THE SPRULES FAMILY TRUS
OAKRIDGE CONVEYANCERS
POST OFFICE BOX 115
OLD REYNELLA SA 5161

DATE OF ISSUE

19/01/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
18781298	S M GRZECZKOWSKI			
PROPERTY DESCRIPTION				
U11 1704 MAIN SOUTH RD / O'HALLORAN HILL SA 5158 / LT 20 C42				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple sites)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1050020290	CT 6250/436	\$610,000.00	R4 1.000	RE 0.400

LEVY DETAILS:	FIXED CHARGE	\$	50.00
	+ VARIABLE CHARGE	\$	206.40
FINANCIAL YEAR	- REMISSION	\$	124.20
2025-2026	- CONCESSION	\$	0.00
	+ ARREARS / - PAYMENTS	\$	-132.20
	= AMOUNT PAYABLE	\$	0.00

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

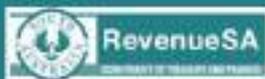
EXPIRY DATE 19/04/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billor Code: 456285 Ref: 7013497115</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.ibpay.com.au <small>© Registered to iBPAY Pty Ltd ABN 68 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 885
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

This form is a statement of land tax payable pursuant to Section 23 of the Land Tax Act 1936. The details shown are current as at the date of issue.

PIR Reference No: 2747204

DATE OF ISSUE

19/01/2026

THE TRUSTEE FOR THE SPRULES FAMILY TRUS
OAKRIDGE CONVEYANCERS
POST OFFICE BOX 115
OLD REYNELLA SA 5161

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.auOWNERSHIP NAME
S M GRZECZKOWSKIFINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION

U11 1704 MAIN SOUTH RD / O'HALLORAN HILL SA 5158 / LT 20 C42

ASSESSMENT NUMBER

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

TAXABLE SITE VALUE

AREA

1050020290

CT 6250/436

\$198,000.00

0.0484 HA

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

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

Please Note:

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

ON OR BEFORE 19/04/2026

**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billier Code: 456293 Ref: 7013497024</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to iBPAY Pty Ltd RFS 99 079 137 535</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below: Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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Account Number 10 50020 29 0	L.T.O Reference CT6250436	Date of issue 19/1/2026	Agent No. 793	Receipt No. 2747204
--	------------------------------	----------------------------	------------------	------------------------

OAKRIDGE CONVEYANCERS
 PO BOX 115
 OLD REYNELLA SA 5161
 info@oakridgeconveyancers.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: S M GRZECZKOWSKI
Location: U11 1704 MAIN SOUTH RD O'HALLORAN HILL LT20 C42322
Description: 5HGTCE **Capital Value:** \$ 610 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

		\$
	Arrears as at: 30/6/2025	0.00
Water main available: 1/4/2021	Water rates	164.60
Sewer main available: 1/4/2021	Sewer rates	188.00
	Water use	135.01
	SA Govt concession	0.00
	Recycled Water Use	0.00
	Service Rent	0.00
	Recycled Service Rent	0.00
	Other charges	0.00
	Goods and Services Tax	0.00
	Amount paid	487.61CR
	Balance outstanding	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 4/2/2026

This account has no meter of its own but is supplied from account no 10 50019 99 4.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 5.00%.

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/>.

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

South Australian Water Corporation

Name:

S M GRZECZKOWSKI

Water & Sewer Account

Acct. No.: 10 50020 29 0

Amount: _____

Address:U11 1704 MAIN SOUTH RD
O'HALLORAN HILL LT20 C42322

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1050020290

**Bill code: 8888**
Ref: 1050020290

Telephone and Internet Banking — BPAY®

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

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

SA Water account number: 1050020290





STRATA DATA

Date: 16 January 2026

To: Oakridge Conveyancers

Email: admin@oakridgeconveyancers.com.au

Property Address: Unit 11 / 1704 Main South Road O'Halloran Hill, South Australia 5045

Please find enclosed your **\$106.00 Section Search Package** for the above mentioned property.

The section search package is the initial search documentation that is required to be issued as a part of the sale contract and includes the following;

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute
- By-Laws (Community Corporations)

As part of the \$106.00 Section Search Package you are entitled to order an **Updated Financial Search** by quoting the abovementioned reference number within three (3) months of the initial Section Search Package being requested.

The expiry date of your Section Search Package is **16.04.2026**. The Updated Financial Search, will include the following if requested:

- The previously accepted financial report
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute

Please note additional financial searches required after the above expiry date will attract a fee of \$27.50 inclusive of GST.

Please note all searches are emailed to guarantee fast, efficient delivery.

Important Information: This property is part of a Community plan, additional approval for pets may be required. This process involves seeking consent from the corporation, which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Community plan. Please consult the attached By-Laws and resolutions for approvals currently in place.

Kind Regards,

Strata Data

For and on behalf of Community Corporation 42322 Inc.

E: reception@stratadata.com.au

P: 08 8372 2777

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY: Name: Oakridge Conveyancers
Address: admin@oakridgeconveyancers.com.au

REGARDING: Corporation: Community Corporation 42322 Inc.
Unit No. & Address: Unit 11 / 1704 Main South Road O'Halloran Hill
Owners: Stefan Mateusz Grzeczowski

PART 1 : FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 540

Total of all Entitlements = 10000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$189.19	31/03/2026
Sinking Fund Levy	\$2.70	31/03/2026
Current Levy	Amount	Frequency
Admin Fund Levy	\$189.19	Quarterly
Sinking Fund Levy	\$2.70	Quarterly

1.3 Arrears

Levies	Due as at 16/01/2026	Charged but due after 16/01/2026
Amount Due	\$0.00	\$0.00
** (NB: Interest accrues daily at 10 % per annum)		
Advance Payments	\$0.00	



Bill Code: 96503
Ref: 23201195700042322206

1.4 Lot Expenditure by the Strata Corporation

(a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :

Refer minutes of meetings

(b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :

Refer minutes of meetings

1.5 Assets and Liabilities of the Corporation

(a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT

(b) Held at : Macquarie Trust Account (BCSA)

(c) Sum standing to the credit of fund: \$11,022.78 comprising Admin: \$10,344.72 and Sinking: \$678.06

(d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings

(e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings

(f) Particulars of other assets. All those defined as common property upon the land :

Refer to minutes of meetings

- (g) Amount held in external account : \$0.00
(h) Liabilities (excluding those above as described in 1.2 herein)
Refer to minutes of meetings

Water Payment Method:

PART 2 : INSURANCE

Insurer : CHU

Type of Cover	Sum Insured	Policy Number	Expiry Date
Public Liability	\$20,000,000.00	CA0006134208	25/09/2026
Common contents	\$0.00	CA0006134208	25/09/2026
Common Property	\$100,000.00	CA0006134208	25/09/2026
Fidelity Guarantee	\$100,000.00	CA0006134208	25/09/2026
Catastrophe Cover	\$0.00	CA0006134208	25/09/2026
Lot Owners fixtures and improvements	\$250,000.00	CA0006134208	25/09/2026
Office Bearers	\$250,000.00	CA0006134208	25/09/2026
Government Audit Costs	\$25,000.00	CA0006134208	25/09/2026
Voluntary workers	\$200,000.00	CA0006134208	25/09/2026

Notes

PART 3 : DOCUMENTS SUPPLIED

- (a) Minutes of General & Committee Meetings of the Corporation for the last two years
(b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)
(c) Statement of Accounts of the Corporation last prepared
(d) All current policies of insurance taken out by the Corporation
(e) The Corporation Bylaws

PART 4 : DOCUMENT INSPECTION

The Corporation's records are available for inspection at STRATA DATA, 647 PORTRUSH ROAD GLEN OSMOND SA 5064 on any working day between 10:00am and 4:00pm. Phone 8372 2777 to make an appointment.

Statement Dated 16/01/2026

Signed for and on behalf of Community Corporation 42322 Inc.



Stine Püschel

BODY CORPORATE MANAGER

Please Note : Conveyancer's attention is drawn to the following :

The Community Titles Act requires that :

- 1.1 A lot owner immediately notify the Body Corporate of change of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." Can be complied with.
- 1.2 s114(7) "Payment of a contribution, instalment or interest in enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot.
(8) A contribution, instalment or interest may be recovered as a debt."
(12) An amount paid by a person under this section is not recoverable by the person from the corporation when he or she ceases to be the owner of the lot.
- 1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honored at the first presentation. i.e. : if the cheque bounces, the owners financial details in 1.2/1.3 will be wrong.

The information provided in this certificate confirms any levies raised on our system at the time of issue. Please check with Strata Data to see if any recent meetings have taken place and/or special levies have been agreed to but not yet raised/generated on our system.

STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD
GLEN OSMOND SA 5064
Phone: 8372 2777

Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED
ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE (to be filled in only for new owners)

Community Corporation 42322 Inc.
Unit 11 / 1704 Main South Road O'Halloran Hill

SETTLEMENT DATE _____ / ____ / 20____
UNIT OWNERS NAME _____
UNIT OWNERS ADDRESS _____
DATE & PLACE OF BIRTH _____ (COMPANY TITLES ONLY)
CONTACT DETAILS HOME _____ WORK _____
MOBILE _____ EMAIL _____

CORRESPONDENCE TO OWNER / AGENT _____ ACCOUNTS TO OWNER / AGENT (please circle) _____

Will this unit be rented Yes / No , if Yes then please complete the details below

RENTAL MANAGER/AGENTS _____
(if applicable) _____
ADDRESS _____

CONTACT PERSON _____
CONTACT DETAILS HOME _____ WORK _____
MOBILE _____ EMAIL _____

TENANT NAMES _____
CONTACT DETAILS HOME _____ WORK _____
MOBILE _____ EMAIL _____

CONVEYANCER ACTING ON BEHALF OF VENDOR _____
CONVEYANCER ACTING ON BEHALF OF PURCHASER _____

Should the need arise for us to make contact with the new owner, it is important for us to have a complete set of accurate and up to date contact details. Please ensure that we are provided with the new owners contact details including a contact phone number, on the form provided.

Thank you for your assistance in keeping our records up-to-date.

Minutes of the Annual General Meeting

Corporation *Community Corporation 42322 Inc.*
Address *1700-1704 Main South Road, O'Halloran Hill*
Meeting Date *13th of May, 2024 commencing at 4:00 PM*
Location *Via Video / Teleconference Only - Please see attached for details*

Present in Person

Lot: 16 Jessica Lee Harrison
Lot: 25 Brittany Jane Murphy
Lot: 28 Kody Darryl Vincent
Lot: 29 Tahlia Kate Meyer
Lot: 30 Vicky Khoury, Samuel Joseph Redmond

Apologies

Lot: 14 Peter Oliver Bruckner
Lot: 15 Lucas Aaron Jessup, Devon Craig
Lot: 23 Danita Patricia Goodwin, Jordan John McBain

Present by Proxy

Lot: 26 Allan Stewart Hirst, Monique Deearne Hirst by Proxy to Strata Data

In attendance

Stine Pueschel representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 7 un-financial. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 4:30 pm. General discussion took place until 4:30 pm.

Minutes of the Adjourned Annual General Meeting

Corporation *Community Corporation 42322 Inc.*
Address *1700-1704 Main South Road, O'Halloran Hill*
Meeting Date *13th of May, 2024 commencing at 4:00 PM*
Location *Via Video / Teleconference Only - Please see attached for details*

Present in Person

Lot: 27 Jordan Paige Smith

Apologies

Nil

Present by Proxy

Lot: 26 Allan Stewart Hirst, Monique Deearne Hirst by Proxy to Strata Data

In attendance

Stine Pueschel representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently six un-financial lots. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 1:00 pm.

Chairperson

It was resolved "that Stine Pueschel of Strata Data assist the Presiding Officer by chairing the meeting."
Carried Unanimously

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 1st of May 2023 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Saturday 04 March 2023 to Sunday 03 March 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

Public Officer

What are the responsibilities of the public officer? A public officer is the Company's representative to the Australian Tax Office and is responsible for the Company's obligations under the Income Tax Assessment Act 1936. They must be able to establish their identity and be available when contacted by the ATO regarding the company's tax obligations.

It was further resolved that Mr Paul Smith of the Strata Data Group be empowered to act as the Public Officer as defined under the Income Tax Assessment Act 1936 on behalf of the corporation.

Review of Sums Insured – No finalised common property

General Advice Warning

Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd's Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website: <https://www.stratadata.com.au/insurance/product-disclosure-statements/>

Strata Data cannot provide advice as to the appropriate level of insurance. It is suggested that the Corporation arrange for an insurance valuation of the common areas to avoid a claim not being fully met due to the Corporation being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

Strata Data was requested to arrange quotations for the insurance once the Department of Infrastructure has provided practical completion and the appropriate amount that the common property should be insured for and is appointed to place this with a company as advised by the Presiding Officer on behalf of the corporation." *Carried Unanimously*

In accordance with Community Title legislation, individual lot owners are responsible for arranging the insurance for the buildings on their lot and this is to be for the full replacement value of the buildings.

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website

<https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors

The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors

A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)

A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors

A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.

Maintenance Requirements

No action required.

Other Relevant Business

Sinking Fund Analysis

Section 113 of the Community Titles Act places an obligation on the Body Corporate where there are 7 Lots or more, or where insurance upon the common property exceeds \$100,000.00, to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years. Strata Data recommended that a sinking fund analysis be obtained and tabled at the next Annual General Meeting for review.

It was resolved "that the Body Corporate engage a suitably qualified contractor to complete a Sinking Fund Analysis once the common property is finalised and that is to be tabled at the next Annual General Meeting". *Carried Unanimously*

Resident Engagement

Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a "Get to Know Your Neighbours" event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

Approvals, Alterations & Additions

Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year while recommending that the corporation look at obtaining a Sinking Fund Analysis.

The Body Corporate Manager tabled a budget with a total annual contribution of \$13,598.00. This Budget was approved:

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	\$13,398.00
Sinking Fund	\$200.00
Total Contribution	\$13,598.00

This contribution is payable quarterly and divided by entitlement on 1st of July 2024.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was resolved "that Samuel Joseph Redmond be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the Office Bearers is appointed." *Carried Unanimously*

Appointment of Body Corporate Manager

It was resolved "That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate." *Carried Unanimously*

The Management Agreement will be available via the Client Portal following signing of the agreement.

The agreed management fee for the coming year is \$3,520.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on 30/04/2025 at 4:00 pm via Zoom.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 1:30 pm.



STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

- Download meeting minutes;
- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
- And much more....

How can I access the Portal?

- If you have already registered for portal access, please visit portal.stratadata.com.au.
- If you have not received an invite, please email portal@stratadata.com.au to request an invitation.

Minutes of the Annual General Meeting

Corporation *Community Corporation 42322 Inc.*
Address *1700-1704 Main South Road, O'Halloran Hill*
Meeting Date *30th of April, 2025 commencing at 4:00 PM*
Location *Via Video / Teleconference Only*

Present in Person

Lot: 11 Liam Nicholas Mallamo, Gabriella Mallamo
Lot: 15 Lucas Aaron Jessup, Devon Craig
Lot: 20 Stefan Mateusz Grzeczowski
Lot: 21 Neoklis Michael Nicolaou
Lot: 22 Victoria Charlotte Field, Scott Jason Hine
Lot: 23 Danita Patricia Goodwin, Jordan John Mcbain
Lot: 27 Jordan Paige Smith
Lot: 29 Tahlia Kate Meyer
Lot: 30 Vicky Khoury, Samuel Joseph Redmond

Apologies

Nil

Present by Proxy

Nil

In attendance

Stine Pueschel representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently two un-financial lots. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 4:35 pm.

Chairperson

It was resolved "that Stine Pueschel of Strata Data assist the Presiding Officer by chairing the meeting."
Carried Unanimously

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 13th of May 2024, 9th of October 2024 and 12th of November 2024 be accepted as a true and correct record of that meeting."
Carried Unanimously

Financial Report

It was resolved "that the statement of income and expenditure for the period Monday 04 March 2024 to Monday 03 March 2025 was reviewed, received and accepted as an accurate record of the corporation's current financial standing."
Carried Unanimously

Review of Sums Insured

General Advice Warning

Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd's Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website:

<https://www.stratadata.com.au/insurance/product-disclosure-statements/>

Strata Data cannot provide advice as to the appropriate level of insurance. It is suggested that the Corporation arrange for an insurance valuation of the common areas to avoid a claim not being fully met due to the Corporation being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

The Body Corporate declined to have an insurance valuation and resolved to maintain the current level of insurance cover as detailed below.

It was resolved "that the sums insured be:

Common Area Insurance	\$100,000.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$250,00.00
Catastrophe Insurance	Not selected
Fidelity Guarantee	\$100,000.00
Machinery Breakdown	Not Selected
Excess	\$500.00
Renewal Date for these sums is	25/09/2025
Last Valuation Date	NA
Last Valuation Sum	NA

Excess may be subject to change at next renewal.

Flood Cover

The policy currently includes flood cover.

Strata Data was requested to arrange quotations for the insurance, at renewal and is appointed to place this with a company as advised by the Presiding Officer on behalf of the corporation. Where instruction is not provided prior to expiry of the existing policy, the policy will be renewed with the current insurer." *Carried Unanimously*

In accordance with Community Title legislation, individual lot owners are responsible for arranging the insurance for the buildings on their lot and this is to be for the full replacement value of the buildings.

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website

<https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors

The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors

A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)

A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors

A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.

Works Fee

The repair and maintenance of the common property is one of the most important functions of the Body Corporate. As Managers we take this aspect very seriously and take great pride in working with owners and committees to achieve their goals of not only having safe common spaces, but also creating a place that people love and that maximises the value of the property.

The Works fee covers our cost of arranging a quotation (where the works are significant), issuing the work order, paying the invoice and assisting if there is an issue with the completed works.

The Works Fee, is a flat fee of \$50 on invoices above \$1,000 or a reduced fee of 5% on invoices below \$1,000 (e.g. \$150 invoice is \$7.50 fee).

Maintenance Requirements

Stormwater Preventative Maintenance (Hydrojet Clean)

Strata Data was requested to place the above item on to the agenda for next year's Annual General Meeting.

Sewer Preventative Maintenance (Hydrojet Clean)

Strata Data was requested to place the above item on to the agenda for next year's Annual General Meeting.

White Ant Inspection

Strata Data was requested to place the above item on to the agenda for next year's Annual General Meeting.

Annual Backflow Testing

The above item was discussed by all members present and it was resolved "that the Body Corporate would accept the quote from MacPlumb for the Annual Backflow Testing." *Carried Unanimously*

Ongoing Stormwater Pit & Pump Maintenance

The above item was discussed by all members present and it was agreed that Strata Data would source one additional quote from Ken Hall Plumbing for the ongoing Stormwater Pit & Pump Maintenance. Once the quote is in hand it will be sent to all owners for further discussions and the Presiding Officer will advise Strata Data how they would like to proceed.

Further to this Strata Data would supply the required maintenance schedule and handover files to all owners with the AGM minutes as the corporation may source some additional quotes as well.

Plants for Common Property

The above item was discussed by all members present and it was agreed that the Corporation would create a verge beautification proposal and submit it to the respective council to seek funding. Should the council decline financial contribution the corporation may choose to pay for plants from the corporation's fund.

Common Lighting being damaged in front of Lot 30

The above item was discussed by all members present and it was agreed that Samuel Joseph Redmond would repair the light as he is an electrician by trade and would be reimbursed from the corporation's funds for any material costs incurred as long as a receipt is being provided to the Body Corporate Manager.

Other Relevant Business

Sinking Fund Analysis

It was resolved "that the Sinking Fund Analysis report prepared by Independent Inspections, as distributed with the agenda was tabled and reviewed. It was resolved "that the proposed works and associated recommended levy contributions contained within the report be reviewed every fifth year as required by legislation." *Carried Unanimously*

Sinking Fund Analysis Review

The members present reviewed the Sinking Fund Analysis report prepared by Independent Inspections in line with legislation and it was noted the sinking fund balance and plan of works aligned with the report.

Maintenance Condition and Safety Report

The Body Corporate has a duty of care to ensure that the Common Property is free from hazards. The Community Titles Act places an obligation upon the Body Corporate to maintain the Common Property, in doing so many hazards can be identified and reduced.

Strata Data recommends that the Body Corporate obtain a Maintenance Condition and Safety Report to assist in identifying all areas requiring repair and maintenance, as well as any areas that may pose a risk to any person's health and safety.

It was resolved "that completion of a Maintenance Condition and Safety Report is not required at this time." *Carried Unanimously*

Strata Data aims to have maintenance works completed quickly and within reasonable costs. When owners/agents send maintenance requests to Strata Data, we ask that wherever possible photos, location, and a description of the works be provided. This is to ensure that when an appropriate contractor is sent to site works can be completed quickly, resulting in lower costs to the Corporation.

Common Sewer Inspection Point in Lot 23/Unit 8

It was resolved "that should a blockage occur in the common sewer drain requiring clearing of the inspection point in lot 23/Unit 8, that the cost to clear this blockage would be paid by the corporation as this inspection point services all lots." *Carried Unanimously*

SA Water Meter

The above item was discussed by all members present and it was agreed that Strata data would issue a request to have the water meter set up inspected at the corporation as owners advised that they have already individual water meters connected and suspect that they are not on SA Waters records.

Once Strata data has a response from SA Water it will be sent on to all owners.

Resident Engagement

Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a 'Get to Know Your Neighbours' event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

Approvals, Alterations & Additions

Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year while recommending that the corporation look at obtaining a Sinking Fund Analysis.

The Body Corporate Manager tabled a budget with a total annual contribution of \$14,214.00. This Budget was approved.

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	\$14,014.00
Sinking Fund	\$ 200.00
Total Contribution	\$14,214.00

This contribution is payable quarterly and divided by entitlement on 1st of July 2025.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was resolved "that Craig Davies be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the Office Bearers is appointed." *Carried Unanimously*

Appointment of Body Corporate Manager

It was resolved "That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate." *Carried Unanimously*

The Management Agreement will be available via the Client Portal following signing of the agreement.

The agreed management fee for the coming year is \$3,696.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on 22/4/2026 at 4:00 pm via Zoom.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 4:55pm.

STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

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- Download meeting minutes;
- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
- And much more...

How can I access the Portal?

- if you have already registered for portal access, please visit portal.stratadata.com.au
- if you have not received an invite, please email portalex@stratadata.com.au to request an invitation.

Minutes of the Extraordinary General Meeting

Corporation *Community Corporation 42322 Inc.*
Address *1700-1704 Main South Road, O'Halloran Hill*
Meeting Date *9th of October, 2024 commencing at 3:00 PM*
Location *Via Video / Teleconference Only*

Present in Person

Lot/Unit: 12 Thomas Craig Davies
Lot/Unit: 14 Peter Oliver Bruckner
Lot/Unit: 15 Devon Craig
Lot/Unit: 16 Jessica Lee Harrison
Lot/Unit: 17 Jack Adamson
Lot/Unit: 19 Maria Atania Thomas & Edward Thomas
Lot/Unit: 20 Stefan Mateusz Grzeczowski
Lot/Unit: 21 Neoklis Michael Nicolaou
Lot/Unit: 22 Victoria Charlotte Field
Lot/Unit: 23 Jordan John Mcbain
Lot/Unit: 24 Jamie Scott Brooks
Lot/Unit: 25 Brittany Jane Murphy
Lot/Unit: 27 Jordan Paige Smith
Lot/Unit: 28 Kody Darryl Vincent
Lot/Unit: 30 Samuel Joseph Redmond

Apologies

Nil

Present by Proxy

Nil

In attendance

Effie Garas representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 8 un-financial lots with the payments due 1 October not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 3:14 pm

Chairperson

It was resolved "that Effie Garas of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Street Party – Discussion

The members present discussed the street party and advised they are happy to proceed, with the costs to be reimbursed by Corporation funds.

The members agreed to discuss this further amongst themselves and will confirm a date and time.

All invoices for costs incurred to be forwarded to Strata Data for payment or reimbursement.

Collection of Bins

The Body Corporate Manager updated the members present on the bin collection, noting no further response has been received from Council to date.

Samuel Redmond advised his wife met with Council onsite who suggested to her that the bins be moved towards the side they drive into.

It was also further acknowledged that moving the bins further from the road is not possible as the road is tilted, and the bins will tip over. The Members requested that Strata Data follow up with the Council for further response as a matter of priority. The members noted their concerns that the current collection location is a safety hazard.

Handover of Common Property

The Body Corporate Manager noted that the official handover with DIT (Department of Infrastructure) we have finally been provided with majority of the documents and have taken out insurance on the common property.

Jessica Harrison advised she is seeking quotes for the signage and will provide these details to the Body Corporate Manager to source an alternate quote.

The members further agreed that the painting will be undertaken prior to any signage installation. The members queried whether the exterior painting can be approved, including changing the external colour. It was advised that changes to the external appearance of the building require approval by Special Resolution with 14 days' notice given to all Lot Owners.

It was further queried whether current Corporation funds are used to pay for the external painting. It was advised that due to the Corporation's current balance that a special levy may be required, as the painting may wipe out the Corporation's Administration fund, leaving a shortfall for any upcoming expenses.

The Body Corporate Manager was requested to confirm via email to all members all forecasted expenses and whether the Corporation is in a position to use current Administration Funds to pay the exterior painting.

It was further requested that the Body Corporation Manager liaise with the Builder/Developer if they will be paying for the signage and painting as this was not completed by them at construction.

Post Meeting Note: The Builder is in administration and has no further means to address any outstanding works to common property as this has been completed by the Department of Infrastructure and Transport.

Jack Adamson left the meeting at 3:42 PM.

As the Corporation's usual Body Corporate Manager was unable to attend due to illness, the members agreed to end the meeting and requested that meeting fee be waived and the meeting rescheduled.

Post Meeting Note: The meeting fee is not being waived as the meeting proceeded and the items listed on the agenda as requested by the Body Corporate were discussed and information provided. Strata Data may offer an additional BEGM (Booked Extraordinary General Meeting) for the corporation to vote on the change of colour and installation of signage as this requires a special resolution to be voted on at a general meeting with a minimum of 14 days' notice to all owners. The

Presiding Officer is to advise the Body Corporate Manager when the corporation is ready to proceed with this meeting.

Closure

There being no further business, owners were thanked for their attendance and the meeting closed at 3:47 PM.

Minutes of the Extraordinary General Meeting

Corporation *Community Corporation 42322 Inc.*
Address *1700-1704 Main South Road, O'Halloran Hill*
Meeting Date *12th of November, 2024 commencing at 5:30 PM*
Location *Via Video / Teleconference Only - Please see attached for details*

Present in Person

Lot/Unit: 12 Thomas Craig Davies
Lot/Unit: 14 Peter Oliver Bruckner
Lot/Unit: 16 Jessica Lee Harrison
Lot/Unit: 19 Edward Peter Gilmore, Maria Atania Thomas
Lot/Unit: 24 Abbie Jade Baker, Jamie Scott Brooks
Lot/Unit: 25 Brittany Jane Murphy
Lot/Unit: 27 Jordan Paige Smith
Lot/Unit: 28 Kody Darryl Vincent
Lot/Unit: 29 Tahlia Kate Meyer

Apologies

Nil

Present by Proxy

Lot/Unit: 20 Stefan Mateusz Grzeczkowski by Proxy to Strata Data
Lot/Unit: 26 Allan Stewart Hirst, Monique Deearne Hirst by Proxy to Strata Data

In attendance

Stine Pueschel representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently three un-financial lots. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 5:34 pm

Chairperson

It was resolved "that Stine Pueschel of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Painting of external wall to be "Woodland Grey" (Special Resolution)

It was resolved "that the corporation approves the external wall to be painted in Woodland Grey. The works would be funded from the Admin Fund. If there is a shortfall in funds the Body Corporate would raise a special levy to fund the works. Strata Data may be requested to source quotes for comparison. *Carried Unanimously*

Painting of Front Fence/ Estate Wall (Special Resolution)

The above item is in line with item "**Painting of external wall to be "Woodland Grey"**".

Approval for Estate Signage Option 1 (Special Resolution)

It was resolved "that the corporation would approve the quote from Signarama for the installation of the estate signage based on Option 1 totalling \$1,549.65. That the works would be paid for from the Admin Fund and that a special levy may be raised should a shortfall of funds occur." *Failed Unanimously*

Approval for Estate Signage Option 2 (Special Resolution)

It was resolved "that the corporation would approve the quote from Signarama for the installation of the estate signage based on Option 2 totalling \$2,812.75. That the works would be paid for from the Admin Fund and that a special levy may be raised should a shortfall of funds occur." *Failed Unanimously*

Amended Motion

It was resolved "that the corporation would approve the quote from Signarama for the installation of the estate signage based on the option for a small acrylic white sign totalling \$1,323.60. That the works would be paid for from the Admin Fund and that a special levy may be raised should a shortfall of funds occur." *Carried Unanimously*

PRODUCTS	QTY	UNIT PRICE	TOTAL	GST
1 Option 1: Estate Signage - Matte white acrylic - 10mm matte white laser-cut acrylic - Overall size: 2325 x 590mm - Installed directly to wall with adhesive - Includes installation	1	\$1,323.60	\$1,323.60	\$132.36*

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 5:41 pm.



Summary Financial Statement

Version: 03.10.01

Date Printed 08/03/2024

Community Corporation 42322 Inc.

Address: 1700-1704 Main South Road O'Halloran Hill, South Australia 5045

ABN: 75687579165

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 04/03/2023 AND 03/03/2024

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$10,097.36	-	\$10,097.36
Interest on Overdue Levies	\$85.31	-	\$85.31
Interest Received	\$43.15	-	\$43.15
Sinking Fund Levy	-	\$166.81	\$166.81
TOTAL INCOME	\$10,225.82	\$166.81	\$10,392.63
OUTGOINGS			
Audit	\$344.00	-	\$344.00
Body Corporate Management	\$3,519.96	-	\$3,519.96
Disbursements	\$1,327.26	-	\$1,327.26
Final Fee Notice	(\$33.00)	-	(\$33.00)
Meeting Fees	\$246.00	-	\$246.00
Public Officer	\$125.00	-	\$125.00
Tax Return	\$206.00	-	\$206.00
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$5,864.22		\$5,864.22

SUMMARY

OPENING BALANCE AS AT 04/03/2023	\$412.90	\$122.66	\$535.56
TOTAL INCOME	\$10,225.82	\$166.81	\$10,392.63
TOTAL OUTGOINGS	\$5,864.22	\$0.00	\$5,864.22
CLOSING BALANCE AS AT 03/03/2024	\$4,774.50	\$289.47	\$5,063.97
NET SURPLUS	\$4,361.60	\$166.81	\$4,528.41



Summary Financial Statement

Version: 03.10.01

Date Printed 21/03/2025

Community Corporation 42322 Inc.

Address: 1700-1704 Main South Road O'Halloran Hill, South Australia 5045

ABN: 75687579165

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 04/03/2024 AND 03/03/2025

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$13,637.67	-	\$13,637.67
Interest on Overdue Levies	\$50.22	-	\$50.22
Interest Received	\$224.32	-	\$224.32
Sinking Fund Levy	-	\$212.98	\$212.98
TOTAL INCOME	\$13,912.21	\$212.98	\$14,125.19
OUTGOINGS			
Audit	\$358.00	-	\$358.00
Body Corporate Management	\$3,519.96	-	\$3,519.96
Disbursements	\$1,447.72	-	\$1,447.72
Electricity	\$465.91	-	\$465.91
Final Fee Notice	(\$69.00)	-	(\$69.00)
Insurance Premium	\$1,008.20	-	\$1,008.20
Meeting Fees	\$949.84	-	\$949.84
Owner Overdue Account Fee	(\$26.00)	-	(\$26.00)
Painting	\$2,200.00	-	\$2,200.00
Public Officer	\$130.00	-	\$130.00
Signs	\$1,609.96	-	\$1,609.96
Sinking Fund Analysis	\$353.00	-	\$353.00
Tax Return	\$215.00	-	\$215.00
Unforeseen Expenses	\$215.94	-	\$215.94
WHS Compliance	\$135.00	-	\$135.00
TOTAL OUTGOINGS	\$12,513.53		\$12,513.53

SUMMARY

OPENING BALANCE AS AT 04/03/2024	\$4,774.50	\$289.47	\$5,063.97
TOTAL INCOME	\$13,912.21	\$212.98	\$14,125.19
TOTAL OUTGOINGS	\$12,513.53	\$0.00	\$12,513.53
CLOSING BALANCE AS AT 03/03/2025	\$6,173.18	\$502.45	\$6,675.63
NET SURPLUS	\$1,398.68	\$212.98	\$1,611.66

PURPOSE: PRIMARY COMMUNITY AREA NAME: O'HALLOP
 MAP REF: 6627/10/F COUNCIL: THE COR
 LAST PLAN: D124673 DEVELOPMENT NO: 100/C145

AGENT DETAILS: PINKSTERBOER PROPERTY
 220 HENLEY BEACH ROAD
 TORRENSVILLE SA 5031
 PH: 83402207
 FAX: 82417901
 SURVEYORS CERTIFICATION: I Alistair T
 infrastru
 the Comm
 5th day of
 AGENT CODE: PINK
 REFERENCE: 20861

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER
CT	6250	237		ALLOTMENT(S)	1

 OTHER TITLES AFFECTED:

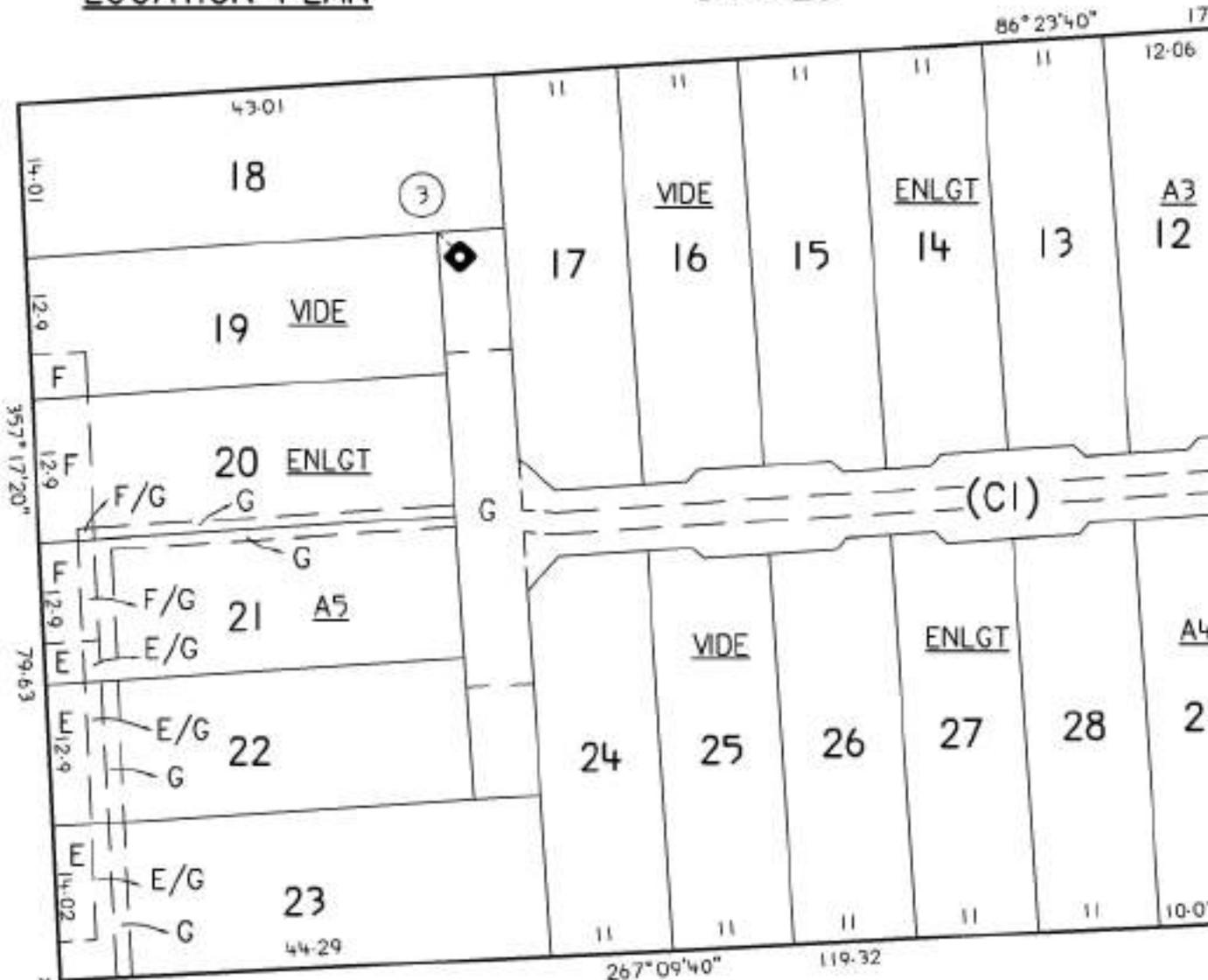
EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER
EXISTING	21.22.23	LONG	EASEMENT(S)	E
EXISTING	19.20.21	LONG	EASEMENT(S)	F
EXISTING	20.21.22.23.COMMON PROPERTY	SHORT	EASEMENT(S)	G
EXISTING	COMMON PROPERTY	LONG	RIGHT(S) OF WAY	H
EXISTING		LONG	EASEMENT(S)	C IN 2(RESERVE) IN F256385
EXISTING		LONG	EASEMENT(S)	C.B IN 73 IN F256385
EXISTING		LONG	EASEMENT(S)	D IN 74 IN F256385

ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 27 / 10 / 2020
 THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES AND DOES NOT P

LOCATION PLAN

D45728



FI48110



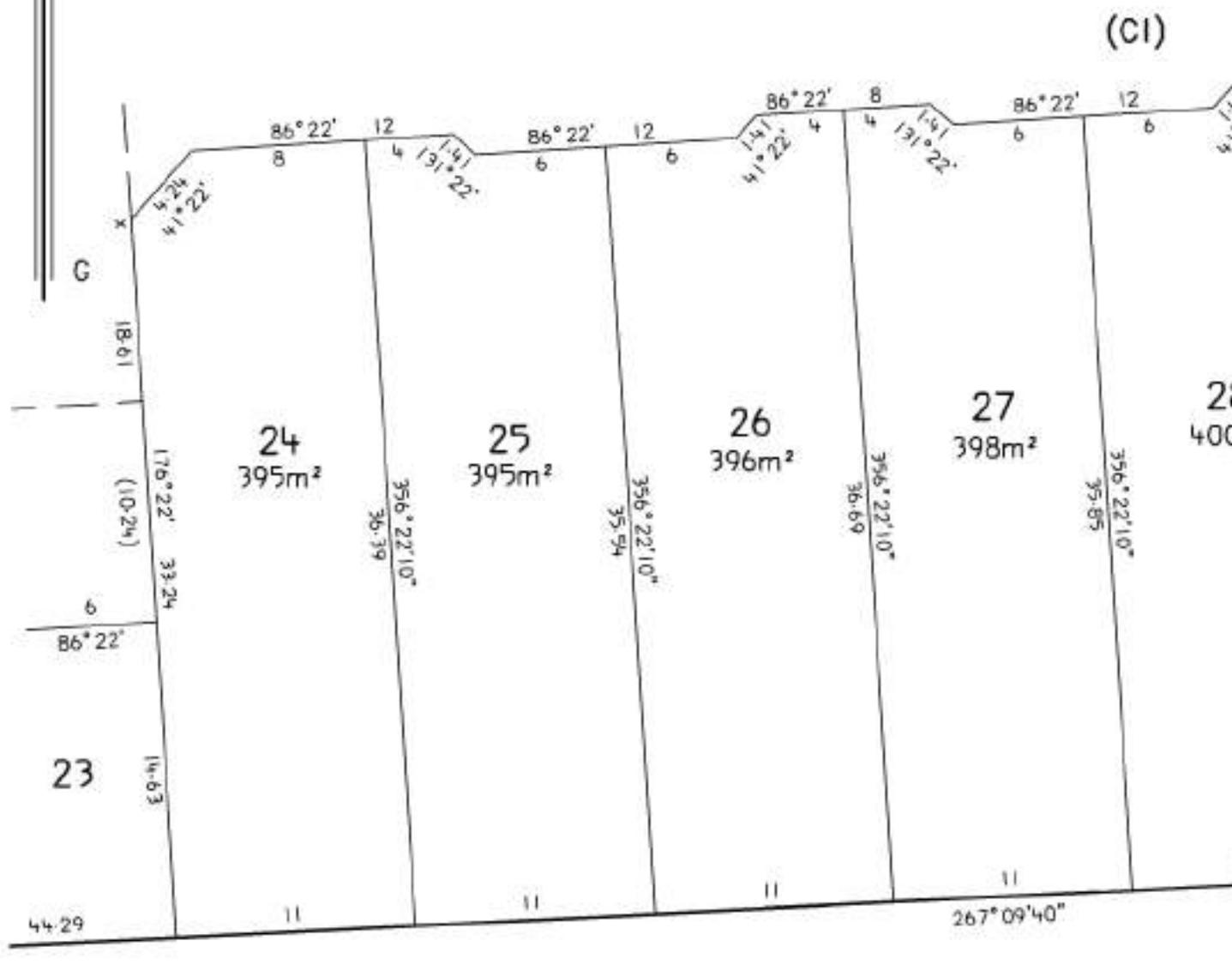
LANDER ROAD

PINKSTERBOER PROPERTY
 PLANNING - SURVEYING - CONVEYANCING
 220 HENLEY BEACH ROAD TORRENSVILLE, SA, 5031
 PHONE (08) 8340 2207 FAX (08) 8241 7901
 Email: surveyors@pinksterboer.com.au

REF. No 20861 | DATE 05/02/21 | DRN PINK | REV 05



REFERENCE MARKS				
CNR	BEARING	FROM	DIST.	P.M. NO.
2	307° 23'	PM FD	0.91	6627/1526



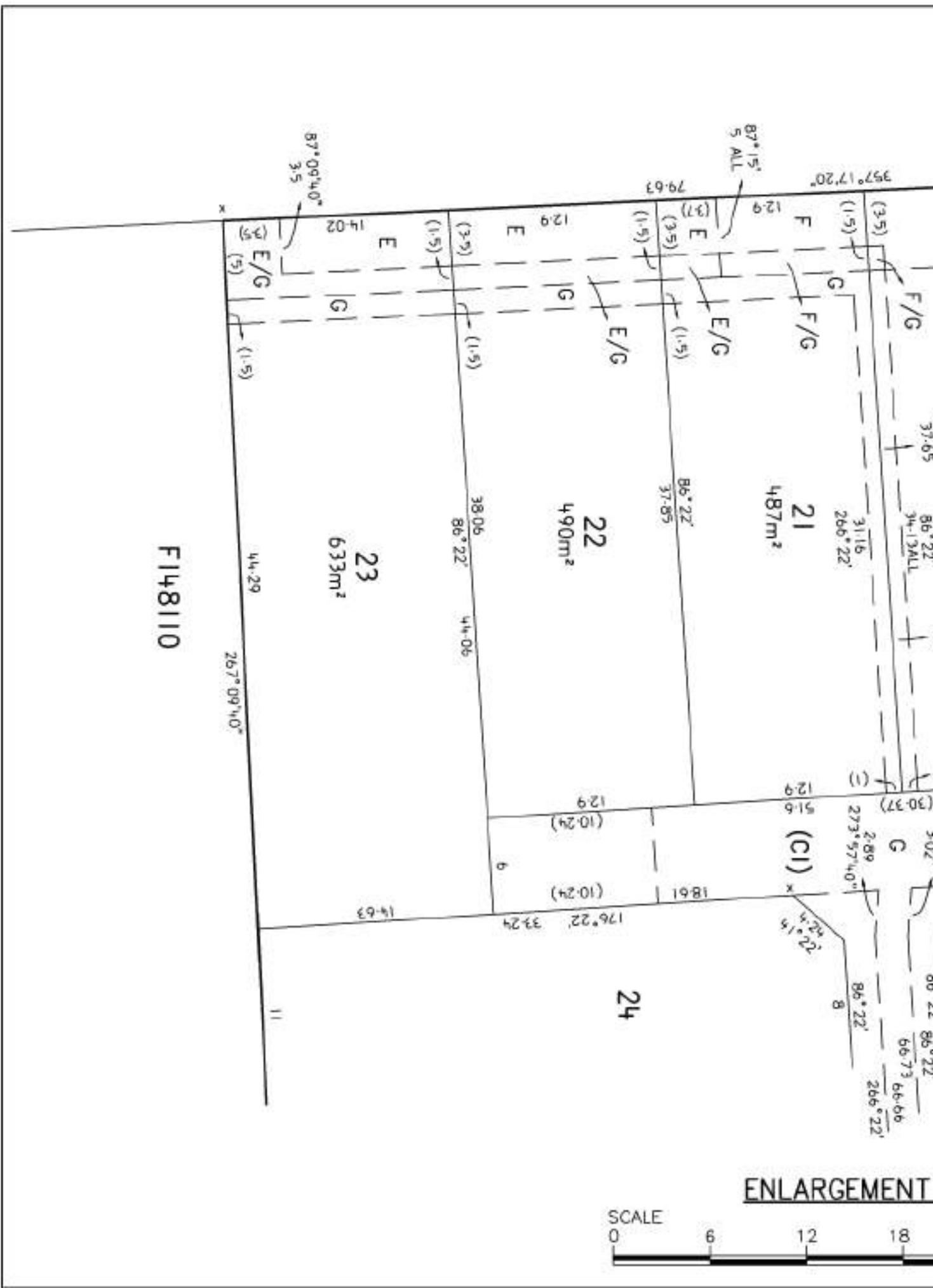
F148110

PINKSTERBOER PROPERTY
 PLANNING - SURVEYING - CONVEYANCING
 220 HENLEY BEACH ROAD TORRENSVILLE, SA, 5031
 PHONE (08) 8340 2207 FAX (08) 8241 7901
 Email: surveyors@pinksterboer.com.au

ENLARGEMENT



REF. No	20861	DATE	05/02/21	DRN	PINK	REV	05
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F148110

ENLARGEMENT



LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
11	460	
12	450	
13	455	
14	455	
15	455	
16	455	
17	455	
18	665	
19	540	
20	540	
21	540	
22	540	
23	690	
24	430	
25	430	
26	430	
27	430	
28	430	
29	410	
30	740	
AGGREGATE	10,000	



Sinking Fund Forecast

CC42322 Inc



Scheme Number: CC42322

COMPILED BY Peter Greenham

On June 10 2024

15 Years Starting at : Mar 04 2024

Reference Number V16: 98292

Independent Inspections
ABN 645 8817 4085
T 1300 857 149
M 0402 259 479
E admin@iigi.com.au
W www.iigi.com.au

FORECAST REPORT CONTENTS

INTRODUCTION	2
LOCATION OF PROPERTY.....	2
PROPOSED LEVIES	2
METHODOLOGY	3
ANNUAL BALANCE FORECAST, EXPENDITURE AND CONTRIBUTIONS	4
FORECAST OF SINKING FUND COSTS, INCOME AND BANK BALANCE	5
YEARLY TABLE OF EXPENDITURE	6
FORECAST EXPENDITURE BY BUILDING AREA.....	7
REPORT NOTES.....	8

INTRODUCTION

In accordance with your instructions we have carried out an inspection of the property in order to determine a Forecast to assist the managers and owners in setting the appropriate fees to cover the building maintenance costs.

LOCATION OF PROPERTY

1700-1704 Main South Road, O'Halloran Hill

PROPOSED LEVIES

We have estimated that the proposed levies in this report will be adequate to meet projected costs, not traditionally in the administration fund.

We recommend that the forecast be regularly updated to ensure that an accurate assessment of the building and facilities management and to incorporate into the forecast any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement per annum already set is :	\$0.02
Number of Lot/ Unit Entitlements:	10000
Opening Balance	\$330
The Proposed Sinking Fund levy per entitlement per annum is :	\$0.02

METHODOLOGY

We have adopted a forecast period of this report for 15 Years. However, the items that have an effective life beyond the forecast period are taken into consideration in the calculation of the yearly estimated Sinking Fund Levy, as well as those items less than 15 Years. Sinking Fund Items that are identified in the report have been given a materially effective life at the time of inspection, that relates to its current condition compared to being replaced or painted. We also suggest that the committee review the forecast on an annual basis to take into account changes to the configuration of the building as the building ages.

The levy income has been determined by forecasting the expected expenditure to maintain the building and the effective life and making an allowance for those items that do not have a set lifespan. The levy income is initially adjusted to smooth the effects of major cost fluctuations given the initial fund balance and income depending on the financial position of the building. Levy income is then generally increased at a rate of 5% per annum over the remaining years of the forecast.

Interest receivable on the Sinking Fund Account has been allowed for in the calculation of funds available at a rate of 2.5%. The Interest receivable amount could be determined by using a net rate of 2.5% on the fund balance at the end of the preceding financial year and makes an allowance for charges that may arise. Where the rate is set to 0% it is not anticipated that sufficient interest will be accrued in the forecast period.

Replacement costs have been calculated by the current cost for each item to a standard, the same or better than the original at the time of inspection. These forecast costs are increased each year at a rate of 5% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 8% per annum has been applied to the forecast costs, it is applied to each item cost in the year the cost that is forecast to occur for allowance of variations from quotations obtained in advance.

The effective life for each item identified is based on its materially effective life at the time of inspection, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

GST has been incorporated to the financials

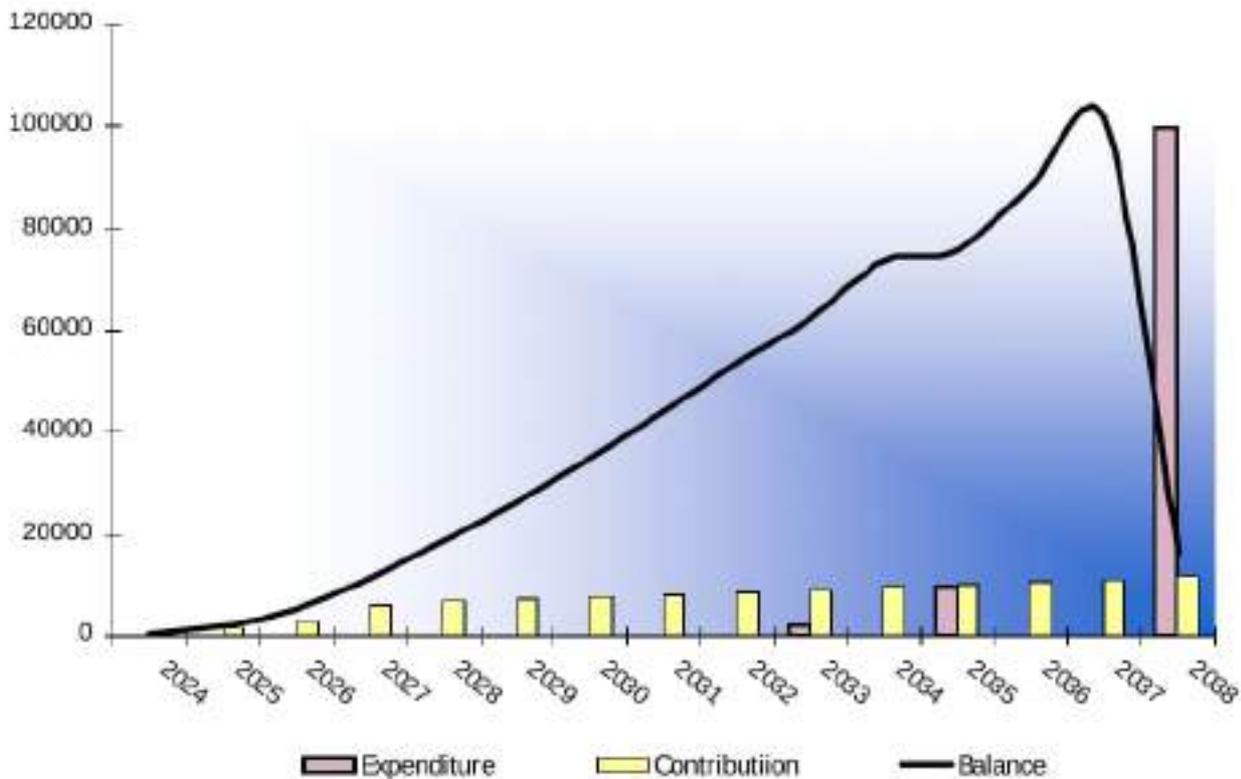
CC 42322 Inc

ANNUAL BALANCE FORECAST, EXPENDITURE AND CONTRIBUTION

Year		Costs	Income		Annual Fund Balance		Per Entitlement Levy
Life Years	Financial Year Starting	Estimated Expenditure (Inc GST)	Contribution Total P.A. incl 5.00% Inflation	Bank Interest at 2.50%	Opening Balance (Beginning of Year)	Closing Balance (End of Year)	
1	Mar 24	\$0	\$200	8	\$330	\$538	\$0.02
2	Mar 25	\$0	\$1,500	13	\$538	\$2,051	\$0.15
3	Mar 26	\$0	\$3,000	51	\$2,051	\$5,102	\$0.30
4	Mar 27	\$0	\$6,000	128	\$5,102	\$11,230	\$0.60
5	Mar 28	\$0	\$7,000	281	\$11,230	\$18,511	\$0.70
6	Mar 29	\$0	\$7,500	463	\$18,511	\$26,474	\$0.75
7	Mar 2030	\$0	\$7,875	662	\$26,474	\$35,011	\$0.79
8	Mar 2031	\$0	\$8,269	875	\$35,011	\$44,155	\$0.83
9	Mar 2032	\$0	\$8,682	1104	\$44,155	\$53,941	\$0.87
10	Mar 2033	\$1,935	\$9,116	1349	\$53,941	\$62,471	\$0.91
11	Mar 2034	\$0	\$9,572	1562	\$62,471	\$73,605	\$0.96
12	Mar 2035	\$9,600	\$10,051	1840	\$73,605	\$75,896	\$1.01
13	Mar 2036	\$0	\$10,554	1897	\$75,896	\$88,347	\$1.06
14	Mar 2037	\$0	\$11,082	2209	\$88,347	\$101,638	\$1.11
15	Mar 2038	\$99,779	\$11,636	2541	\$101,638	\$16,036	\$1.16

CC42322 Inc

FORECAST OF COSTS, INCOME AND BANK BALANCE



The Expected Costs (Expenditure) are a summary of the Yearly Expenses expected in the Forecast Year.

The Income represents the Proposed Levies (Contributions) for Each Financial Year.
 The Closing Bank Balance is at the end of the Year, After Costs have been taken Out.

CC 42322 Inc

YEARLY PROJECTED FORECAST SUMMARY

Year Starting	March 2033	Expense
DRI VEWAY / CAR PARK & PAVING		
	- Maintain Drainage Grates	\$1,935
<hr/>		
Total Forecast Expenditure for year commencing:	March 2033	\$1,935
<hr/>		

Year Starting	March 2035	Expense
DRI VEWAY / CAR PARK & PAVING		
	- Maintain Kerbing	\$2,133
	- Maintain Bitumen Driveway (Patchwork)	\$3,200
<hr/>		
FI XTURES/ FITTINGS		
	- Maintain Lighting	\$4,267
<hr/>		
Total Forecast Expenditure for year commencing:	March 2035	\$9,600
<hr/>		

Year Starting	March 2038	Expense
DRI VEWAY / CAR PARK & PAVING		
	- Recoat Bitumen Driveway Surface	\$92,369
<hr/>		
FENCI NG		
	- Maintain Fencing	\$2,470
<hr/>		
FI XTURES/ FITTINGS		
	- Maintain Switchboard/ Electrical	\$4,940
<hr/>		
Total Forecast Expenditure for year commencing:	March 2038	\$99,779
<hr/>		

Item	Cost ** (Ex GST)	Replace In	Remain Life/Int Years	2024	2025	2026	2027	2028	2029	2030	2031	2032
DRIVEWAY / CAR PARK & PAVING												
- Maintain Drainage Gates	\$1,000	2033	10									
- Recoat Bitumen Driveway Surface	\$37,400	2038	15									
- Maintain Kerbing	\$1,000	2035	10									
- Maintain Bitumen Driveway (Patchwork)	\$1,500	2035	5									
FENCING												
- Maintain Fencing	\$1,000	2038	5									
FIXTURES/ FITTINGS												
- Maintain Switchboard/ Bedrical	\$2,000	2038	15									
- Maintain Lighting	\$2,000	2035	15									
	\$45,900											

REPORT NOTES -

The replacement costs included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every effort has been made to accurately estimate the costs of the items identified in this report, however if there items were put to tender, it would be expected that the quotations would vary and it is recommended that quotations are sourced as in advance of any anticipated sinking fund maintenance costs as possible.

The estimated life of each item is made at the time of the site inspection and the life cycles of each of the items having regard to where the building is located, as buildings in a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This sinking fund is not a building condition survey. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection.

COMPILED BY: Peter Greenham

Peter Greenham's Qualifications include:

Associate Diploma (Laboratory Operations), Diploma (Civil Engineering), Diploma (Quality Management), Diploma (Business), Diploma (Training and Assessment), Diploma (Laboratory Technology), Lead Environmental Auditor, National Association of Testing Authorities Technical Assessor for Construction Materials. Member of the Australian Organisation for Quality.

READILY ACCESSIBLE AREA INSPECTED

The inspection covered the Readily Accessible Areas of the property including:

Building Interior, Building Exterior, Roof Exterior, Driveway Areas, The grounds including, landscaping, retaining walls, fences within the property boundaries.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.

Other Comments

GENERAL CONDITIONS OF ENGAGEMENT**1 CONSULTANT'S RESPONSIBILITIES AND OBLIGATIONS**

1.2 Independent Inspections Pty Ltd ("Consultant") will:

- (a) perform the services ("Services") which it has agreed to perform for its client ("Client") including any variations with due care, skill and diligence;
- (b) comply with the requirements of all legislation, statutory instruments, codes and mandatory standards applicable to the performance of the Services; and
- (c) perform the Services in a timely manner or within an agreed program for the commencement and completion of the Services to the extent that it is within the Consultant's reasonable control to do so

2 PAYMENT

2.1 The Client will pay to the Consultant the agreed fee for the performance of the Services plus related disbursements. If no fee or basis for calculating the fee has been agreed, then the Consultant is entitled to be paid a reasonable fee taking into consideration the Consultant's Schedule of Hourly Rates, By Category, For Fees on a Time Basis, current at the time the Services are performed, a copy of which shall be provided by the Consultant to the Client upon request.

2.2 Tax invoices issued by the Consultant for payment for the Services performed must be paid by the Client within 14 days of receipt, unless otherwise agreed.

2.3 If the Consultant's fees exclude any goods and services tax or the like tax ("GST"), the Client shall also pay to the Consultant the GST applicable to those fees.

2.4 Late payment of fees shall constitute a default and the client shall be a default interest on overdue amounts from the date of payment at a rate of 10% of the amount due each 7 days overdue.

3 VARIATIONS/ DOCUMENTS

3.1 The Consultant shall be entitled to be paid a reasonable fee or compensation (including related costs, expenses, loss or damage) for any change required or performed to the Services, unless it is due to a default of the Consultant, as well as a reasonable extension of time to complete the Services as a consequence of the change

4 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

4.1 The Client agrees prior to placing the order that they have read and agreed to the conditions of engagement and by the placement of the order by phone, fax or email is liable for charges incurred.

4.2 The Client will provide the Consultant with all relevant information and documents relating to the Client's requirements;

4.3 promptly and satisfactorily answer all reasonable enquiries and furnish information requested by the Consultant;

4.4 take all reasonable steps to avoid doing or omitting anything which may delay the Consultant in performing the Services;

4.5 bear the costs of all fees and charges in connection with the performance of the Services including those associated with complying with statutory and

regulatory requirements such as permit or approval fees; and

4.6 discharge its obligations reasonably and in good faith.

4.7 An instruction by the Client to vary anything in drawings, specifications or other documents issued previously by the Consultant and complying with this Agreement or where amendments to such documents become necessary or desirable because of circumstances beyond the reasonable control of the Consultant, such instructions or amendments shall be considered to be a change to the Services.

4.8 The Client accepts the risk of using drawings, specifications, reports or any other documents issued by the Consultant in electronic form without requesting and checking them for accuracy against an original hard copy version.

5 DELAY AND EXTENSION OF TIME

5.1 The Consultant will be entitled to a reasonable extension of time for the performance of the Services if the Consultant is delayed in performing the Services by an act, omission or event beyond the reasonable control of the Consultant.

5.2 If the Consultant is delayed in performing the Services by the Client or its contractors or agents, the Client will pay to the Consultant such costs, expenses, loss or damage incurred by the Consultant or for which the Consultant is liable due to the delay

6 TERMINATION AND SUSPENSION OF SERVICES

6.1 Where either party commits a breach of this Agreement, the other party may give the defaulting party written notice specifying the breach and the period for its rectification, which shall not be less than 14 days from the date of service of the notice. If the defaulting party fails to rectify the breach within the period specified

in the notice, the other party may, without further notice, suspend or terminate this Agreement.

6.2 Either party may suspend or terminate this Agreement by written notice to the other party:

(a) Where a party, in the reasonable opinion of the other party suffers or may potentially suffer an adverse or potentially adverse alteration in its financial capacity to function as a solvent business or entity

(b) in the event of any occurrence or threat made by anyone in that is connected with Terrorism or War and in connection with this Agreement.

7 LIABILITY

7.1 The Consultant accepts responsibility for the performance or non-performance of the Services to the extent provided in this Agreement.

7.2 Consultant shall have no liability to the Client for or in connection with any indirect, economic, special or consequential loss or damage including without limitation; loss of actual or anticipated profit or revenue, business interruption or shutdown, loss of production, delay costs, loss of opportunity, income or rent, financing and holding costs in connection with the Services.

7.3 Notwithstanding any other provision of this Agreement,

(a) to the extent permissible by law, the Consultant will only be liable to the Client whether under contract, in tort, under statute or otherwise for any loss, damage or injury to the extent and in the proportion to which such loss, damage or injury is caused by the fault of the Consultant; and

(b) unless the Consultant's liability is limited under subclause 7.4, the Consultant's aggregate liability to the Client arising out of the performance or nonperformance of the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to the fee payable to the Consultant under this Agreement (excluding GST and reimbursable expenses) or \$100,000, whichever is the lesser

7.4 This subclause 7.4 only applies if the law governing this Agreement is that of an Australian State or Territory and/ or the Commonwealth of Australia. The liability of the Consultant for breach of any term, condition or warranty under or implied by the Trade Practices Act 1974 ("Act") shall be limited, at the option of the Consultant, and to the extent permitted by the Act, to:

(i) the supplying of the Services again; or

(ii) the payment of the cost of having the Services supplied again.

7.5 Any liability which the Consultant may have in connection with the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be deemed to have been discharged at the expiration of 2 years from the completion of the Services and the Client is thereafter barred from commencing any action or making any claims against the Consultant in connection with the Services, unless legal proceedings are issued and the associated formal documentation served upon the Consultant within that period

8 ASBESTOS, MOULD, TERRORISM

8.1 Notwithstanding anything else in this Agreement or any document or representations made by anyone and to the extent permitted by law, the Consultant shall not be liable or held responsible whether under the law of contract, tort (including negligence), statute or otherwise for any loss, damage, cost or expense of whatsoever nature (including personal injury and death) directly or indirectly caused by, resulting from, based upon, attributable to, in consequence of or in connection with asbestos or Mould or any act of Terrorism or War regardless of any other cause or event contributing concurrently or in any other sequence.

8.2 The Client releases the Consultant from all causes of action, proceedings, claims, demands, liabilities or rights which the Client has or may have had but for subclause 8.1 above and this subclause 8.2 and is barred from commencing any proceedings against the Consultant for any loss or damage caused by anything in connection with asbestos, Mould, Terrorism or War.

8.3 For the purposes of this clause:

(a) "Mould" means fungi, moulds, spores or mycotoxins of any kind;

(b) "Terrorism" means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or to put the public, or any section of the public in fear; and

(c) "War" means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of, or damage to, property by or under the order of any government or public local authority.

9 MISCELLANEOUS

9.1 If the Consultant began to perform the Services before this Agreement was agreed to by all the parties, the terms of this Agreement shall apply retrospectively from when the Services began to be performed.

9.2 If the whole or any part of a clause in this Agreement is unenforceable for any reason, it shall be severed from this Agreement so that the remaining part of the clause or Agreement continues to operate as if the severed part had never been included in this Agreement.

9.3 Any conditions identified as Special Conditions shall take precedence over any other clause in this Agreement.

9.4 The Agreement shall be governed and construed in accordance with the laws of the Country, State or Territory where the majority of the Services are performed.

9.5 The Consultant shall retain copyright of all the intellectual property prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works and the purpose for which they were intended. The ownership of data and factual information collected by the Consultant and paid for by the client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Consultant have not been paid in accordance with this agreement

FORECAST EXPENDITURE BY BUILDING AREAS

Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
DRIVEWAY / CAR PARK & PAVING	0	0	0	0	0	0	0	0	0	0	
DRIVEWAY / CAR PARK & PAVING	0	0	0	0	0	0	0	0	0	0	
DRIVEWAY / CAR PARK & PAVING	0	0	0	0	0	0	0	0	0	1935	
FENCING	0	0	0	0	0	0	0	0	0	0	
FIXTURES / FITTINGS	0	0	0	0	0	0	0	0	0	0	
										1935	

CLERK OF COURTS
CLERK OF COURTS **LF 13460402**
 Orig. **LF 13460402**

 14:49 05-Feb-2021
 3 of 4

LANDS TITLES REGISTRATION OFFICE
 SOUTH AUSTRALIA
**LODGEMENT FOR FILING UNDER THE
 COMMUNITY TITLES ACT 1996**
 FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
	LF

PRIMARY SCHEME DESCRIPTION

AGENT CODE

LODGED BY: Oak Law (OAKLP)

CORRECTION TO: Oak Law (OAKLP)
 Level 8, 50 Pirie Street
 Adelaide SA 5000

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

PICK-UP NO.	
CP	
CORRECTION	PASSED <i>JEP</i>
FILED <i>9/2/2021</i>	 <i>[Signature]</i> REGISTRAR-GENERAL

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

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**COMMUNITY TITLES
COMMUNITY PLAN NO.
C42322**

INDEX

1. Identification of the community lots and common property.
2. Purposes for which the community lots and common property may be used.
3. Standard of buildings and improvements.
4. Obligation to develop community lots.
5. Developers obligation to improve or develop the common property.
6. Conditions of Development imposed by Development Act 1993.
7. Details of Future Stages of the Scheme.

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

05.02.2021
SIGNATURE 

FULLNAME Alexandra Rose Turner

OAK LAW
Level 8, 50 Pirie Street
Adelaide SA 5000

1. **Identification of the Community Parcel, Lots and Common Property**
 - 1.1. The community parcel, the lots and the common property into which the parcel is to be divided are identified on Community Plan No. C42322.
 - 1.2. The community plan is a primary plan being a division into twenty community lots and common property.
 - 1.3. The community plan has been developed to accommodate residential group dwellings serviced by an internal driveway, associated landscaping, front masonry fence, retaining walls, power, water, sewer and telephone services within the common property.
2. **Purpose for which the Lots and Common Property can be used**
 - 2.1. The community lots may be used for residential living and for the facilities and infrastructure required to service residential living.
 - 2.2. The Common Property shall be used for the purpose of providing access to the Community Lots and for the accommodation of service infrastructure.
3. **Standard of Buildings and Other Improvements**
 - 3.1. All building, improvements, or alterations or additions to existing buildings or improvements or replacement of existing building, or improvements, whether on lots or common property, shall be located, designed, constructed and finished in a manner consistent with other buildings and improvements located upon the adjoining Lots.
 - 3.2. The minimum standard for buildings and improvements to be constructed on the community lots shall be stipulated in the building approval to be granted upon application by the Corporation of the City of Marion.
4. **Obligation to Develop Community Lots**
 - 4.1. The developer will construct the ancillary services in accordance with the Planning Approval Conditions set out on the Decision Notification Form dated the 2nd September 2020 by the Corporation of the City of Marion as set out in attachment A.
 - 4.2. The Community Lots will be supplied with connections for water, telecommunication and power by the developer from water meters and a power board adjacent to the Main South Road entrance.
5. **Developers Obligations to Improve or Develop the Common Property**
 - 5.1. The developer will:
 - 5.1.1. construct a weather sealed internal driveway, car parking areas and maneuvering areas will be constructed in accordance with recognised engineering principles within 12 months from the date full approval is granted and where the driveway crosses the front boundary the finished ground level shall be between 50mm and 150mm above the top of the kerb;
 - 5.1.2. carry out all associated landscaping on the common property;

- 5.1.3. ensure that all mortar joints on any face brickwork on the property boundary are to be finished in a professional manner, similar to other external brickwork on the subject dwelling;
- 5.1.4. construct and install a stormwater collection and disposal system which will be connected to the street water table immediately following roof completion and gutter and downpipe installation for each dwelling;
- 5.1.5. ensure that all Stormwater will 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;
- 5.1.6. construct service infrastructure and other amenities as set out in the Scheme Description (as applicable).

In accordance with the Planning Approval Conditions referred to in clause 4.1.

- 5.2. The two Sugar Gums on Lots 9 and 10 and the South Australian Blue Gum on Lot 1 ("the Gums") shall be retained and the area beneath these trees shall be retained at its existing level at all times with no excavation or fill occurring.
- 5.3. Prior to the commencement of works a tree protection area consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected outside the trunk of the Gums with a sign displaying the words "Tree Protection Area" placed on the fence with no persons, vehicles or machinery to enter the fenced area until after the construction is complete. And a 100mm layer of organic mulch will be placed over all root systems of the Gums.
- 5.4. The standard of the work to be performed and the materials to be used on the common property will be a fair average standard or such higher standard as the developer, in its absolute discretion, may determine.

6. Condition of Development Imposed Pursuant to the Development Act 1993

- 6.1. The further division of the community lots and construction of improvements and ancillary services is subject to conditions or requirements imposed by either the Corporation of the City of Marion or the State Commission Assessment Panel.

7. Details of Future Stages of the Scheme

- 7.1. No other information is required by the regulations.

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ENDORSEMENT BY CORPORATION OF THE CITY OF MARION

1. All the consents or approvals required under the Development Act 1993 in relation to the division of land in accordance with the Scheme Description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Title land division of the land into twenty (20) community lots and common property.
2. However, this endorsement does not limit the Corporation of the City of Marion or other relevant authority's right to refuse, or place conditions on Development approvals under the Development Act 1993 in relation to other development envisaged by the scheme or other authorisations still required.

In this regard you are reminded that Development Plan Consent in DA 100/2020/1242 has been granted, but Building Rules Consent is still required for improvements and usage for each community lot and other forms of Development (as defined in the Development Act 1993) that have not to date received all the required consents. Similarly, any other forms of development (as defined in the Development Act, 1993) that have not been discussed in the Scheme Description will require an application to be lodged with Council for the necessary consents.

Signed



.....
capacity

for and on behalf of the Corporation of the City of Marion

Nicholas Timotheou
Senior Development Officer - Planning

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TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO. 100/C145/13/001/60961

Page 5 of 5

Annexure A
Development Application 100/2020/1242

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P: (08) 8375 6600

Administration Centre 245 Sturt Road, Sturt SA 5047

F: (08) 8375 6699

Office Hours Monday to Friday - 8:30am to 5:00pm

E: council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

www.marion.sa.gov.au



**DECISION NOTIFICATION FORM
DEVELOPMENT ACT 1993**

TO:	Felmeri Homes 32 King William Road WAYVILLE SA 5034
------------	---

DEVELOPMENT APPLICATION NUMBER: 100/2020/1242
DATED: 02/09/2020
REGISTERED ON: 02/09/2020

LOCATION OF PROPOSED DEVELOPMENT
1700 - 1704 Main South Road O'HALLORAN HILL 5158 Lot: 75 FP: 148111 CT: 5549/833 Lot: 76 FP: 148112 CT: 5774/802 Lot: 77 FP: 148113 CT: 5722/514

DESCRIPTION OF PROPOSED DEVELOPMENT
Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	26/08/2020	9
Building Rules Consent	Granted (by Private Certifier)	31/08/2020	1
DEVELOPMENT APPROVAL	Granted	01/10/2020	10

The building classification under the Building Code is Class 1a, 10a, 10b

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' on the last page of this Decision Notice.

Signature of Administration Officer:

Planning Officer: Dylan O'Brein

Delegates of City of Marion

Private Certifier: KBS Consultants

Date: 1 October 2020

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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. 100/2020/1242, being "drawing number 4732.15 'A' (Proposed Site Layout)" prepared by M.C. Noble Building Designers, and individual "Floor / Site and Elevation Plans for Lot 1 / Dwelling 1 - Lot 20 / Dwelling 20 (inclusive)" prepared by Felmeri Homes and Drawing numbers "16485 CO1 & 16485 CO2 - ISSUE 01 (Stormwater and Infrastructure Plan)" prepared by PT Design, except where varied by the following conditions of consent:
- (2) The two Eucalyptus cladocalyx (Sugar Gums) located on allotments 9 and 10, the two Eucalyptus camaldulensis (River Red Gums) located on the childcare centre site and allotment 2 and the Eucalyptus leucoxylon (South Australian Blue Gum) located on allotment 1 otherwise identified as Tree 1, 2, 4, 5 and 8 on the propose layout plans / drawing number 4732.15 'A', prepared by M.C. Noble Building Designers, and in the Arborman Tree Solutions Report ATS267B-1198GreRdCsem, shall be retained. The area beneath the trees' canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove these trees, an approval from the Council must be obtained prior to any works occurring to the trees).
- (3) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected outside of the trunk of the Regulated and Significant Trees to be retained on the site at a distance consistent with the Tree Protection Zones (TPZ) specified in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem for Trees 1, 2, 4, 5 and 8 identified in the same report.

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A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.

- (4) Any existing vegetation nominated to be retained and/or any new vegetation proposed 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.
- (5) All car parking areas, driveways and vehicle manoeuvring areas must be constructed, sealed and drained in accordance with recognised engineering practices, within 12 months from the date that full approval is granted, and maintained in a good condition at all times.
- (6) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (7) All mortar joints on any face brickwork on the property boundary are to be finished in a professional manner, similar to other external brickwork on the subject dwelling.
- (8) 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 for each dwelling herein approved.
- (9) 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.

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).

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NOTES:

General:

- (1) 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.

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).

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).
- (2) Council encourages the installation and use of rainwater tanks to support domestic water needs.
- (3) On completion of building work, the Development Act requires that a signed Statement of Compliance from the licensed builder be provided to the relevant authority declaring that the building work carried out is in accordance with the relevant approvals (pursuant to Regulation 83AB of the Development Regulations 1993).
- (4) Council requires at least one business days' notice of the following stages of building work:
 - a. Prior to the placement of any concrete for footings or other structural purposes. Note where an engineer carries out an inspection, Council will also require a copy of the inspection certificate, and;
 - b. at the completion of wall and roof frames prior to the fixing of any internal linings.
- (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.

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- (6) On completion of building work, Certificates of Installation of Essential Safety Provisions in accordance with Form 2 of Schedule 16 of the Development Regulations 1993, must be submitted to the Council.
- (7) Noise from devices and/or activities on the subject site should not impair or impinge on the amenity of neighbours at any time. This includes noise generated from plant and equipment (including those servicing the building such as air-conditioning), as well as noise generated from activities such as loading and unloading of good and/or waste. 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 2004.

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).*

Advisory Notes:

- (1) The State Planning system is currently in the process of significant planning reforms. The Planning and Design Code will replace all current Development Plans. Therefore, some areas may see shifts in the principles governing development in their area.

The Planning & Design Code will become operational at the discretion of the Minister for Planning. It is anticipated this will occur in early 2021.

Further details in relation to the Planning Reforms can be found at https://www.saplanningportal.sa.gov.au/planning_reforms

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Should these timeframes not be achieved, your Approval may lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after the implementation of the new system, your request will be subject to the transitional provisions of the Planning, Development and Infrastructure Act 2016.

- (2) Please note that this Notice has been issued in accordance with Regulation 42(2) of the Development Regulations 2008, on the basis that the private certifier has issued a Certificate of Consistency in accordance with Division 2 clause 92(2)(e) of the Development Regulations 2008. In the event there is an inconsistency, or inconsistencies, Council advises that the plans granted Development Plan Consent take primacy as the approved plans/documents.

Please be advised that in accordance with Regulation 42(4) and 42(5) the plans accompanying the Decision Notification Form have been stamped by the private certifier as the relevant authority.

- (3) Developers are responsible for providing telecommunications infrastructure in their developments. To provide this infrastructure, you need to contract a carrier to install telecommunications infrastructure in your new development.

Developers can choose any carrier to service their development. If they don't choose another carrier:

- nbn is the Infrastructure Provider of Last Resort for larger developments (100 lots or more), and for all developments in areas where nbn is rolling out.
- Telstra is the Infrastructure Provider of Last Resort for smaller developments (less than 100 lots), until the nbn rolls out in the area.

Developers are asked to apply at least 6 months before the required date of service, to ensure a connection is ready when residents move in.

Website links

Australian Government's Telecommunications in New Developments policy

<https://www.communications.gov.au/policy/policy-listing/telecommunications-new-developments>

How to get nbn ready fact sheet

<https://www.nbnco.com.au/content/dam/nbnco2/documents/how-to-get-nbn-ready.pdf>

nbn new property developments page

<https://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>

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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 0289.

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.

Cc:

8 Marcalek Pty Ltd
32 King William Road
WAYVILLE SA 5034

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IMPORTANT INFORMATION (Last updated 2/6/09)

The following matters may influence any consent or approval that has been granted:

• **Other Approvals may be required**

The granting of this consent or approval does not remove the need for the applicant to obtain all other consents that may be required by any other legislation or regulation, encumbrance, land management agreement or similar. It also does not imply that the building will comply with the provisions of the Disability Discrimination Act 1993. The Applicant's attention is particularly drawn to the need to consult electricity suppliers in relation to high voltage power lines and required clearance distances to buildings.

• **Public and Environmental Health**

The Public and Environmental Health Act requires that:

- proper sanitary facilities must be existing and available or be provided to all building sites (i.e. a water flush chemical toilet or toilet connected to sewer or a septic tank);
- an appropriate waste receptacle/enclosure be provided to contain all builders' waste; and
- the site is maintained in a clean condition, free of litter, at all times.

The applicant is advised (and should in turn advise the property owner, builders and all contractors) of their responsibility under the Environment Protection Act 1993 to not harm the environment. Specifically:

- paint, plaster, concrete and brick wastes, and wash waters should not be discharged to the stormwater system or onto land where it is reasonably likely to enter any waters;
- litter should be appropriately stored on site pending removal;
- excavation and site disturbance should be limited, and in particular dust generation should be minimised;
- entry/exit points to the site should be managed to prevent soil being carried off site by vehicles;
- sediment barriers should be used (particularly on sloping sites).

On the spot fines apply for breaches. Further information is available by contacting the EPA on 8204 2000.

• **Works on Council owned land, including footpaths**

The applicant is advised that any works undertaken on Council owned land (including, but not limited to, works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Infrastructure Department, prior to any works being undertaken. Driveway Access Permit Forms, in particular, must be completed and approved prior to driveway construction occurring. Further information may be obtained by phoning 8375 6600.

Council has requirements for all works that occur in the verge area. In particular, Council requires all redundant driveways to be closed and all new driveways to grade toward the road between the kerb and the front boundary of the property with the level at the front property boundary being between 50mm and 150mm above the top of the kerb, or, as approved by Council.

If damage to kerbs, waterables, footpaths etc is present prior to construction commencing, it is advisable to supply Council with dated photos and measurements of defects; otherwise it will be assumed that all damage was caused during construction. Any damage during construction will be the responsibility of the builder/site owner to remedy. Failure to do so will result in such repairs being carried out by the Council and charged to the builder.

All works on Council owned land required as part of this development are likely to be at the applicant's cost.

Material stockpiles and temporary toilet facilities should all be placed on site and not on the footpath or public roads or reserves. Failure to keep the road reserve clean and suitable for pedestrian and vehicular traffic may result in Council or other agencies taking action under the Local Government Act, the Public and Environmental Health Act, and/or the Environment Protection Act.

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• **Other**

Property owners are responsible for notifying Council of any change in ownership and/or any change of property owner's mailing address. This notification must be received in writing or by facsimile by Council's Rates Department (fax no. 8375 6888). Failure to do so may result in rates notices not being received and fines being imposed.

Existing vegetation to be retained and/or planting to occur in the vicinity of building works may alter soil conditions and/or affect buildings. The applicant is therefore urged to seek expert advice from suitably qualified persons before designing footings, undertaking construction, and/or planting any vegetation in the vicinity of any building.

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the applicant are accurate. It is recommended that the applicant employ a licensed surveyor to carry out an identification survey and peg the true boundaries prior to construction commencing. Any discrepancies identified between the dimensions on the approved drawings and the true survey must be reported to the Council for advice on implications on the proposed development. Where a solid wall is proposed on a boundary, it is necessary for any relevant sections of fencing to be removed. It is advisable to gain permission from the adjoining owner(s) before moving or altering any fencing or before using a neighbour's property for access. Owners/applicants should also be aware of their obligations under the Fences Act to notify neighbours before carrying out fencing work on boundaries.

The EPA Information Brochure "Construction Noise" outlines recommended hours of operation outside which noisy activities should not occur. Further information is available by phoning the Environment Protection Authority on 8204 2000.

STATEMENT OF COMPLIANCE

Pursuant to Regulation 83AB of the Development Act, this form needs to be completed and returned to Council following the completion of all building work (with the exception of Class 1G buildings)

NOTE: Pursuant to section 45(1) of the Development Act 1993, a person must not perform building work or cause it to be performed, except in accordance with technical details, particulars, plans, drawings and specifications approved under the Act

This statement relates to building work located at 1700 Main South Road O'HALLORAN HILL 5158 – Lot: 75 FP: 148111 CT: 5549/833. Namely, Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division, approved by Council on 01/10/2020, as part of Development Application No. 100/1242/2020.

PART A – BUILDER'S STATEMENT

This part of the statement must be signed by the building work contractor responsible for carrying out the relevant building work, or, if there is no such person, by a registered building work supervisor or a private certifier.

I certify the following:

1. The building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the consent of the relevant authority) has been performed in accordance with the documents referred to in Part B.
2. All service connections have been made in accordance with the requirements of the relevant supply authority. **Strike out if not relevant*
3. All requirements under regulation 76(3) of the Development Regulations 2008 relating to essential safety provisions have been satisfied. **Strike out if not relevant*
4. All notifications required under section 59 of the Development Act 1993 have been given in accordance with that Act and the requirements of the Development Regulations 2008. **Strike out if not relevant*

Signed: Date:

Name (in BLOCK letters):

Relationship to the development:

(i.e. Licensed Building Work Contractor, Private Certifier, Registered Building Work Supervisor)

Licence Number (if applicable):

Address:

Contact Phone Numbers:

PART B – OWNER'S STATEMENT

This part of the statement must be signed by the owner of the relevant land, or by someone acting on his or her behalf.

I certify the following:

1. The documents (including all contract documents, attachments, instructions, annotations, variations and clarifying correspondence) issued for the purposes of the building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the written consent of the relevant authority) are consistent with the relevant development approval issued on 01/10/2020.
2. Any conditions of approval relating to the building work have been satisfied.

Signed: Date:

Name (in BLOCK letters):

Address:

Contact Phone Numbers:

THIS STATEMENT MUST BE ACCOMPANIED BY ANY CERTIFICATES, REPORTS OR OTHER DOCUMENTS SPECIFIED BY THE RELEVANT AUTHORITY FOR THE PURPOSES OF REGULATION 83AB OF THE DEVELOPMENT REGULATIONS 2008



Mandatory Notifications

This mandatory notice must be submitted to Council at each stage

Development Application Number: 2020/1242
Description of Proposed Development: Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division
Location of Proposed Development: 1700 Main South Road O'HALLORAN HILL 5158

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

Builder's Name _____
(Licenced supervisor)

Licence No. _____ Phone: _____

The following notifications are required for your Approval of a Class 1 – 9 Building:

Subject to timber framing notifications (please tick the relevant notification)

- | | | | |
|--|------|---|---|
| <input type="checkbox"/> Commencement of building works on site: | Date | / | / |
| <input type="checkbox"/> Commencement of pouring of footings: | Date | / | / |
| <input type="checkbox"/> Completion of wall & roof frames: | Date | / | / |
| <input type="checkbox"/> Completion of supervisors checklist: (please attach): | Date | / | / |
| <input type="checkbox"/> Completion of firewall: (if applicable): | Date | / | / |
| <input type="checkbox"/> Completion of building work: | Date | / | / |

Notifications may be submitted:

EMAIL: mandatorynotifications@marion.sa.gov.au

ONLINE: www.marion.sa.gov.au

IF APPLICABLE:

ESSENTIAL SAFETY PROVISIONS MUST BE COMPLIED WITH - THE "FORM 2" AND STATEMENT OF COMPLIANCE "FORM 83AB" ARE TO BE SUBMITTED TO COUNCIL

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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

SERIES NO	PREFIX
	LF

PRIMARY BY-LAWS

AGENT CODE

LODGED BY: Oak Law (OAKLP)

CORRECTION TO: Oak Law (OAKLP)
Level 3, 50 Pirie Street
Adelaide SA 5000

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

PICK-UP NO.	
GP	
CORRECTION	PASSED
FILED	
REGISTRAR-GENERAL	

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TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

By Laws
Development No. 100/C145/13/001/60961

By-Laws
Community Corporation No. 42322 Incorporated
for
Lot 1 Main South Road, O'Halloran Hill

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

Date: 05.02.2021

Full Name: Alexandra Rose Turner

Signature: 

Address: Level 8, 50 Pirie Street, Adelaide SA 5000

INDEX

1. Definitions and Interpretation.....	4
2. Administration, Management and Control of Common Property	5
3. Management Committee	5
4. Use and Enjoyment of Common Property.....	7
5. Prohibited Activities.....	7
6. Maintenance of Common Property by the Corporation	8
7. Maintenance and repair	8
8. Use of Lots	9
9. Alterations to Lots	9
10. Security	10
11. Rates and Taxes	11
12. Access rights	11
13. Moving Articles to and From Lots.....	11
14. Animals	11
15. Leasing	11
16. Change in Ownership.....	11
17. Right to Enter Lot.....	11
18. Sale of Lot	12
19. Disposal of Garbage.....	12
20. Variation of By-laws.....	12
21. Observance of By-laws	12
22. Insurance	12
23. Disturbance.....	13
24. Compensation.....	13
25. Contribution by Lot holders.....	13
26. Indemnity and Release	13
27. Services	14
28. Permits.....	14
29. Consent of Corporation	14
30. Corporation's power to enforce duties	14

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By Laws
Development No. 100/C145/13/001/60961

31.	Offences.....	15
32.	Breach.....	15
33.	Removal of Persons	15
34.	Severability	15
35.	Waiver.....	15
36.	Notice.....	15

**Community Titles Act
By-Laws
Community Corporation No. 42322 Incorporated**

Important Notice

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

1. Definitions and Interpretation

1.1. Definitions

The definitions and interpretations set out herein and set out in the *Community Titles Act 1996* shall apply to these by-laws and unless inconsistent with the context:

- 1.1.1. "Act" means the *Community Titles Act 1996*;
- 1.1.2. "Common Property" means the Common Property created by the Plan pursuant to the Act;
- 1.1.3. "Community Parcel" means the Common Property and the Lots created by the Plan;
- 1.1.4. "Corporation" means Community Corporation No. 42322 Incorporated;
- 1.1.5. "Council" means the local government council which governs the area in which the land contained in the Plan is located;
- 1.1.6. "Invitees" means any guest, servant, employee, agent, invitee, contractor or licensee;
- 1.1.7. "Lot" means a community strata lot as defined in the Act and created by the Plan;
- 1.1.8. "Management Committee" means the management committee created by the Corporation pursuant to these by-laws and the Act;
- 1.1.9. "Manager" means the person or managing agent appointed by the Community Corporation pursuant to these by-laws;
- 1.1.10. "Occupier" means a person who occupies a Lot on a temporary or permanent basis and includes, where appropriate and/or if the Lot is unoccupied, the Owner of that lot;
- 1.1.11. "Owner" means the registered proprietor of a Lot;
- 1.1.12. "Person" means an Occupier, an Owner, Invitees and any member of the public on the Community Parcel.
- 1.1.13. "Plan" means the community plan deposited with these by-laws;
- 1.1.14. "Relevant Animal" means assistance animal (as defined in the *Equal Opportunities Act 1984*) and therapeutic animal (as defined in section 88A of the *Equal Opportunity Act 1984*).

1.1.15. "Scheme Description" means the scheme description filed with these by-laws;

1.2. Interpretation

In these by-laws, unless inconsistent with the context

1.2.1. a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

1.2.2. Singular words include the plural and plural words include the singular.

1.2.3. A reference to a particular gender includes each other gender.

1.2.4. A reference to a person includes a company, an incorporated association, an unincorporated association or any other body corporate, as the case may be.

1.2.5. A reference to a clause means the appropriate clause of this Deed.

1.2.6. A reference to a part means all those clauses of this Deed which have the same first clause number.

1.2.7. Marginal notes and headings shall not limit or affect or alter the interpretation of any of the terms of these by-laws.

2. Administration, Management and Control of Common Property

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

2.2. The Corporation may by ordinary resolution appoint a Manager or a Management Committee responsible to the Corporation to carry out, on behalf of the Corporation, the administration, management, and control of the Common Property except with matters concerning:

2.2.1. The appointment of a Manager pursuant to by-law 2.3.

2.2.2. Maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000; and

2.2.3. The Corporation's obligations regarding the insurance under the Act.

2.3. The Manager (if any) is to be appointed by written agreement subject to an annual review by the Corporation.

3. Management Committee

Where the Owners vote to appoint a Management Committee then:

3.1. the Management Committee will comprise of not less than 3 and not more than 5 people.

3.2. Appointment

3.2.1. A member of the Management Committee may include persons who are not members of the Corporation.

3.2.2. A member of the Management Committee must be appointed for a term that expires at or before the next annual general meeting of the Corporation by majority of votes.

3.3. Functions and Powers

Without limiting the above clauses;

- 3.3.1. the Management Committee is responsible to carry out the functions and perform the duties of the Corporation subject to limitations imposed by the Corporation.
- 3.3.2. the Management Committee may not delegate its functions or powers but the Corporation may appoint a person to assist the Management Committee to perform its duties.
- 3.3.3. the Management Committee does not have the authority or power to do anything that required the special or unanimous resolution of the Corporation.

3.4. At the first Committee Meeting after an annual general meeting appointing a Management Committee, the members of that committee will vote and appoint:

- 3.4.1.1. The presiding officer of the Management Committee who is the presiding officer of the Corporation;
- 3.4.1.2. The secretary of the Management Committee who is the secretary of the Corporation; and
- 3.4.1.3. The treasurer of the Management Committee who is the treasurer of the Corporation.

3.5. Committee Meetings

3.5.1. A meeting of the Management Committee will be convened by:

- 3.5.1.1. The presiding officer of the Corporation;
- 3.5.1.2. The secretary of the Corporation;
- 3.5.1.3. The treasurer of the Corporation; or
- 3.5.1.4. Any two members of the Management Committee.

3.5.2. A meeting is convened by providing at least 3 days written notice of the day, time and place of the meeting to all members of the Management Committee.

3.5.3. The notice convening a meeting must set out the agenda for the meeting.

3.6. Procedures at meetings

3.6.1. The quorum for a meeting of the Management Committee is the number of members of the committee divided by two (disregard any fraction) and adding one.

3.6.2. A member of the Management Committee may appoint another person to act as his or her proxy at a meeting where that member is unable to attend.

3.6.3. A decision may be made by the Management Committee without meeting if:

- 3.6.3.1. a written notice setting out the proposed decision is served on every member of the Management Committee; and
- 3.6.3.2. within 7 days of service of that notice, a majority of members give written notice to the secretary setting out the proposed decision and indicating their agreement to that.

4. Use and Enjoyment of Common Property

- 4.1. The Common Property is, subject to the Act and these by-laws, for the common use of Owners, Occupiers and their invitees.
- 4.2. A Owner and/or Occupier (or any Person) must not without the Authorisation of the Corporation:
 - 4.2.1. do or permit anything to be done that damages or interferes with any structure, facility, plant, infrastructure or other items on the Common Property;
 - 4.2.2. deposit any rubbish or waste material on the Common Property;
 - 4.2.3. make or allow others to make undue noise in or about the Common Property or use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by other persons; or
 - 4.2.4. deposit any object or material on the Common Property if it is likely to obstruct the movement of pedestrian traffic or to be hazardous or offensive to other persons using the Common Property.

5. Prohibited Activities

- 5.1. An Owner and/or Occupier of a Lot must not on the Community Parcel without the consent of the Corporation:
 - 5.1.1. hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
 - 5.1.2. make or allow their visitors to make undue noise in or about the Community Parcel;
 - 5.1.3. interfere or allow their visitors to interfere with others' use or enjoyment of the Community Parcel;
 - 5.1.4. be inappropriately or inadequately clothed when upon the Community Parcel so as to be visible from another Lot or the Common Property;
 - 5.1.5. use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;
 - 5.1.6. damage or deface any buildings or sign or structure on the Community Parcel;
 - 5.1.7. disobey any reasonable directions or request from an officer of the Corporation;
 - 5.1.8. offer or expose for sale any goods or merchandise on the Community Parcel;
 - 5.1.9. carry, use, store or discharge any firearm, explosive, fireworks, air gun or other weapon on the Community Parcel;
 - 5.1.10. obstruct any person's lawful access to any Lot or to the Common Property;
 - 5.1.11. park or stand a motor or other vehicle for a period of time not exceeding one (1) hours in a parking space or a space elsewhere allocated for others or on a part of the Community Parcel (if any) on which the parking or standing of motor or other vehicles is not authorised by the Corporation;
 - 5.1.12. clean or wash any motor or other vehicle on any portion of the Community Parcel other than a portion set aside specifically for that purpose.

- 5.1.13. use or occupy any caravan or vehicle as a place of habitation;
 - 5.1.14. construct a garage, install a roller door or enclose in any way any car parking space including a lot subsidiary car park;
 - 5.1.15. rollerblade, roller-skate or ride a skateboard;
 - 5.1.16. ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by a person with a disability or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
 - 5.1.17. use on the Community Parcel any item comprising or containing a subwoofer.
- 5.2. The Corporation will, in addition to any other power, authority, duty and function imposed or conferred upon the Corporation, have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such a contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions.

6. Maintenance of Common Property by the Corporation

The Corporation must:

- 6.1. maintain the Common Property in good repair and condition;
- 6.2. keep the Common Property clean and tidy;
- 6.3. carry out any work ordered by a government or statutory authority in respect of the Common Property in a timely fashion;
- 6.4. maintain and repair the infrastructure for the Services and any plant, equipment and machinery comprising the Common Property and keep current maintenance and service contracts as are reasonably required for that purpose;
- 6.5. repaint and redecorate the Common Property as and when reasonably determined; and
- 6.6. replace all damaged and non-operative light globes and tubes on the Common Property;

at the cost of the Corporation, except where the maintenance is required due to damage caused by an Owner and/or Occupier, in which case the Owner or Occupier will pay the cost.

7. Maintenance and repair

An Owner and/or Occupier of a Lot must:

- 7.1. maintain and keep its Lot in good repair and condition;
- 7.2. keep its Lot in clean and tidy condition;
- 7.3. not overload any electrical wiring or use the gas, sewer and water pipes and fittings for any purpose other than for which they were intended;
- 7.4. carry out any work ordered by a government or statutory authority in respect of the Lot in a timely fashion;
- 7.5. carry out any work ordered by the Corporation in respect of the Lot in a timely fashion.

8. Use of Lots

The Owner and/or Occupier of a Lot must:

- 8.1. use the Lot for residential purposes; and
- 8.2. pay any levies due to the Community Corporation;

and the Owner and/or Occupier of a Lot must not without the consent of the Corporation:

- 8.3. use the Lot, or permit the Lot to be used, for any unlawful purpose; and
- 8.4. do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being enforced;

AND FURTHERMORE, the Owner and/or Occupier of a Lot must:

- 8.5. allow the Corporation access to the Lot for the purpose of carrying out maintenance;
- 8.6. notify the Corporation of any repairs and maintenance required to their Lot;
- 8.7. if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 8.8. not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Corporation and the said person has complied with the provisions of by-law 9;
- 8.9. surrender all keys or access cards belonging to the Lot to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy; and
- 8.10. not conduct a garage sale on the Lot or a Lot subsidiary.

9. Alterations to Lots

9.1. Subject to the Scheme Description, an Owner and/or Occupier of a Lot must not, without the consent of the Corporation:

- 9.1.1. erect any structural improvements or modify, amend, demolish or extend the existing building and structural improvements on a Lot or the Common Property;
- 9.1.2. erect any blinds or awnings to the building on the Community Parcel;
- 9.1.3. change the colours of the external finishes on a Lot;
- 9.1.4. alter the external appearance of their Lot;
- 9.1.5. effect any penetration of any fire rated wall; or
- 9.1.6. erect a television, radio or other aerial, antennae, dish or tower or any other transmitting or receiving device on the Community Parcel without the Corporation's prior approval and, if such approval is obtained, such device must be concealed from view.

Collectively referred to as "Alterations".

- 9.2. Any Alterations approved by the Corporation:
- 9.2.1. must be carried out in accordance with any conditions imposed by the Corporation or by any government or statutory authority and by suitably qualified tradespersons; and
 - 9.2.2. may only commence after the Owner:
 - 9.2.2.1. effects all proper insurance cover against damage to property and persons which may be caused or arise from the works and must provide a certificate of currency for such policy to the Corporation upon request;
 - 9.2.2.2. submits to the Corporation 'as built' plans and specifications of any works proposed by that Owner which may affect the external appearance of the building or any of the Common Property or which affects the building structure or services or the fire ratings component of the building;
 - 9.2.2.3. supplies to the Corporation such further particulars of those proposed works as the Corporation may request and as shall be reasonable to enable the Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the Community Parcel;
 - 9.2.2.4. receives written approval for those works from the Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Corporation approval must be paid by the Owner, and
 - 9.2.2.5. pays the costs referred to in by-law 9.2.2.4 to the Corporation.
 - 9.2.3. The Owner (in carrying out any Alteration) must ensure that:
 - 9.2.3.1. all work performed is only between the hours of 7:30am and 5:30pm on Mondays to Saturdays other than public holidays;
 - 9.2.3.2. all work is to be performed in such a manner so as to minimise disturbance to all Occupiers or other Persons who are lawfully located in the Community Parcel;
 - 9.2.3.3. all work is performed by qualified tradespeople in a proper and workmanlike manner;
 - 9.2.3.4. it takes adequate precautions to ensure that all Common Property is fully protected against damage;
 - 9.2.3.5. it rectifies damage caused to the Common Property to the satisfaction of the Corporation and at the cost of the relevant Owner;
 - 9.2.3.6. all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - 9.2.3.7. the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and
 - 9.2.3.8. all rubble or refuse arising from the performance of the Alterations must not be disposed of in domestic garbage bins but must be deposited of as directed by the Corporation.

10. Security

An Owner and/or Occupier must:

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BY LANDS TITLES OFFICE

By Laws
Development No. 100/C145/13/001/60961

- 10.1. adequately secure its Lot against unauthorised entry when unoccupied; and
- 10.2. comply with the Corporation's reasonable requirements regarding the security of the building on the Community Parcel from unauthorised entry.

11. Rates and Taxes

The Owner must pay all rates and taxes, levies, charges and outgoings in respect of their Lot as and when they fall due.

12. Access rights

The Owner and/or Occupier must comply with the Corporation's reasonable directions and requirements regarding any easements granted in respect of the Community Parcel and any adjacent land.

13. Moving Articles to and From Lots

The Owner and/or Occupier must comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from the Lot:

- 13.1. goods or furniture may be delivered to and from the Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances to the Community Parcel;
- 13.2. goods or furniture must not be left on the Common Property at any time and if so left the Corporation may remove such goods or furniture at the expense and risk of the Owner and/or Occupier.

14. Animals

- 14.1. Subject to the Act and by-law 14.2, a person bound by these by-laws must not, without the consent of the Corporation, keep any animal in, or in the vicinity of a lot, and in consenting the Corporation will have regard to:
 - 14.1.1. the Owner and/or Occupiers circumstances and size of the relevant lot; and
 - 14.1.2. the age and size of the animal.
- 14.2. Nothing in these by-laws prohibits or prevents a Owner, Occupier or any other Person who is lawfully located in the Community Parcel who suffers from a disability from keeping or using a Relevant Animal to assist the person in respect of that disability.

15. Leasing

Where a Owner leases the Lot the Owner must inform the Corporation as to the identity of the lessee, contact details and essential terms and conditions of the lease.

16. Change in Ownership

A Owner must immediately notify the Corporation of:

- 16.1. any change in ownership of the Lot, or any change in address of a Owner;
- 16.2. any change in occupancy of the Lot.

17. Right to Enter Lot

The Owner and/or Occupier of a Lot must allow the Corporation at all reasonable times and on giving reasonable notice to the Owner/Occupier of a Lot (except in the cases of emergency when no such notice is required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing is deemed to include the power:

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By Laws
Development No. 100/C145/13/001/60961

- 17.1. to inspect the Lot;
- 17.2. to carry out maintenance;
- 17.3. to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these by-laws are being observed.

18. Sale of Lot

The Owner and/or Occupier must:

- 18.1. ensure that in the event a Lot is to be sold at auction, that the auction must take place wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel; and
- 18.2. must not erect a sign or advertisement on the Common Property advertising the sale of the Lot without obtaining the Corporation's prior written approval, except that the Corporation may not unreasonably without its consent to the erection of signage at or near the entrance to a Lot relating to the use of that Lot.

19. Disposal of Garbage

A Person bound by these by-laws must:

- 19.1. not dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specified provided on the Community Parcel; and
- 19.2. dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.

20. Variation of By-laws

The Corporation must obtain the unanimous consent of the Owners to vary these by-laws.

21. Observance of By-laws

- 21.1. Where these by-laws restrict the behaviour or activity of a Owner or Occupier of a Lot there shall be imposed upon that Owner or Occupier an obligation not to permit that behaviour or activity;
- 21.2. A Owner or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability for any reason to ensure compliance by any such visitors or invitee, they shall ensure that such visitors or invitee leaves the Community Parcel.

22. Insurance

- 22.1. The Corporation shall ensure that there is one (1) insurance policy for all Common Property within the Community Parcel ("Insurance Policy"):
 - 22.1.1. the Insurance Policy must, in addition to the requirements of the Act, cover the buildings, structures and improvements constructed on the Common Property, and the insurance will be administered by the manager and/or management committee appointed pursuant to by-laws 2.2, 2.3 and 3; and
 - 22.1.2. the manager and/or management committee will ensure that sufficient funds are obtained from the contributions to the administrative fund payable by the Owner to enable payment of the premium for the Insurance Policy.

22.2. Each Owner must carry their own building, contents, third party property and bodily injury insurance on the Lot extending to cover any Occupier of the Lot:

22.2.1. the insurance to be carried by the Owner pursuant to by-law 22.2 shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance cover the buildings, structures and improvements constructed on each Lot and loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event; and

22.2.2. proof of coverage by way of a copy of the Owner's current receipted insurance schedule or policy shall be supplied to the Corporation on request.

23. Disturbance

Any Occupier and its invitees must not engage in conduct that is likely to interfere with the peaceful enjoyment of the Common Property by other Occupiers or Persons who are lawfully located in the Community Parcel.

24. Compensation

An Occupier is liable to compensate the Corporation in respect of any damage caused by an Occupier or its invitees to the Common Property or personal property vested in the Corporation.

25. Contribution by Lot holders

25.1. The Community Corporation may impose contributions on all Lot holders of Lots in respect of the costs associated with the:

25.1.1. control;

25.1.2. management;

25.1.3. operation;

25.1.4. security;

25.1.5. Insurance Policy;

25.1.6. maintenance and repair

of the Common Property.

25.2. Where an Owner fails to pay the costs associated with the above subclause in the time required by the notice from the Corporation, the Corporation may charge administration and other costs incurred in seeking payment of the debt and interest on the costs at a rate being 5% above the cash rate charged by the Reserve Bank of Australia at the time the costs are due.

26. Indemnity and Release

26.1. Indemnity

A Person bound by these by-laws indemnifies and keep indemnified the Corporation from and against all claims, actions, losses and expenses of any nature which the Corporation may suffer or become liable for in respect of or arising from any accident or damage to property or injury or death suffered by any person in or near the Community Parcel caused or contributed to by that person or persons under its control.

26.2. Release

A Person bound by these by-laws will occupy and use the Lot at its own risk and releases to the fullest extent permitted by law the Corporation and its agents, servants and contractors from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or around the Community Parcel except to the extent caused or contributed to by the negligence of the Corporation or its servant, agent or contractor.

27. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation will not in any circumstances be liable to the Owner for any loss or damage suffered by the Owner for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

28. Permits

- 28.1. In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit;
- 28.2. The Corporation shall have the power to grant permits in respect of any activity in or on the Community Parcel;
- 28.3. The Corporation may attach such conditions to permits as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder;
- 28.4. The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate;
- 28.5. A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws;
- 28.6. A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder; or
- 28.7. Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

29. Consent of Corporation

Unless otherwise stated, if the Corporation's consent or approval is required:

- 29.1. the Corporation must consider the request promptly;
- 29.2. the Corporation may require the person requesting its consent to comply with reasonable conditions before giving its consent; and
- 29.3. is not effective unless in writing.

30. Corporation's power to enforce duties

- 30.1. The Corporation may issue an Owner with a notice requiring the Owner to remedy a breach of these by-laws.
- 30.2. if the Owner does not comply with such notice within the time permitted in the notice (which must be reasonable) the Corporation may authorise its servant, agent or contractor to take the necessary action to remedy the breach at the Owner's Cost.

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- 30.3. The Corporation may not use force to enter a Lot under these by-laws except pursuant to an order of the Court.

31. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum prescribed under the Act

32. Breach

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

33. Removal of Persons

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

34. Severability

If any by-law or part of a by-law is illegal, unenforceable or invalid, that by-law or part is to be treated as removed from these by-laws, but the rest of these by-laws are not affected.

35. Waiver

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

36. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the Owner if left on the Lot addressed to the Owner or if addressed to the Owner at the last known address to the Owner and forwarded by pre-paid post and if notice is given by post it shall 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.

RESOLUTIONS AFFECTING STRATA CORPORATION 42322 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 29/03/2022

THE RELEVANT MINUTES should be consulted for the precise wording of resolutions.

DATE RESOLUTION

29/03/2022 Legal Recoveries – Corporations Right to Recover Money

That the Corporation may recover any money owing to it under the Community Titles Act s114 (7), (8) or the by-laws as a debt. An owner of a Community lot must pay or reimburse the corporation on demand, the costs, charges and expenses of the Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the owner or occupier. The Corporation further empowers the Body Corporate Manager to act on its behalf in the recovery of monies owed to it and to take the necessary steps to ensure that this motion is complied with.

Interest Applied on Overdue Levies

That if a levy is not paid on the date by which it becomes due and payable in accordance with a Resolution of the Corporation, the Corporation resolves to apply interest charges on those levies at a rate of 10% per annum.

Sinking Fund Analysis

Section 113 of the Community Titles Act places an obligation on the Body Corporate to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years. Strata Data recommended that a sinking fund analysis be obtained and tabled at the next Annual General Meeting for review.

That the Body Corporate engage a suitably qualified contractor to complete a Sinking Fund Analysis in January 2023 that is to be tabled at the next Annual General Meeting.

Blanket Approval for Garden Sheds

That all owners are approved to erect a 3mt x 3mt x 3mt colourbond shed sympathetic to current corporation colours in their rear subsidiary. Any sheds exceeding this size must be approved on a case-by-case basis.

Blanket Approval For Pets

That approval is granted to all owners to house a cat and a dog, or two cats or two dogs subject to the following terms and conditions being both met and adhered to; no animal is to exceed the weight of 35kgs all animals are vaccinated, registered with the appropriate council, that the dog/s is trained to voice command, that all animals are de-sexed, that animals are not allowed to wander on Common Property without supervision & a leash being attached, that the animals are not allowed to defecate in any areas which may be deemed common property. If the animals do so it must be cleaned up immediately by the respective owners, that any faeces be cleaned up daily from the Unit subsidiaries and disposed of in the correct manner, and that the animals are not allowed to create any noise nuisance whereby it will disturb the peaceful enjoyment of the property by other residents nor roam freely. Failure to comply with the above-mentioned terms & conditions will result in a request being made for the immediate removal of the dog and or cat from the property."

04/08/2022 Blanket Approval For Sheds In The Rear Or Side Subsidiary

That approval be granted to all Lots to erect a shed in their rear or side subsidiary that is no larger than 12 metres long, 8 meters wide and 3 meters high and set a minimum of 1 metres away from the residence subject to the following terms and conditions being both met and adhered to; that it be built from Colourbond & steel with a concrete/paved floor, that the colour be sympathetic to the colour scheme of the corporation, that all water runoff from the shed be plumbed into existing underground stormwater, that any & all costs associated with the building of the shed will be borne by the owner of the respective Lots, that any damage caused to common property in either the installation, over the life of or upon removal be rectified without undue delay by and at the cost of the Lot owner, that all required council approval or consents are obtained by the Lot owner and forwarded to Strata Data prior to building commencing, that the building of the shed be carried out by an appropriately licensed and insured trades person.

Blanket Approval For Decks or Pergolas In The Rear Or Side Subsidiary

That approval be granted to all Lots to erect a deck or pergola in their rear or side subsidiary that is no higher than the roof line of the property subject to the following terms and conditions being both met and adhered to; that it be built from Colourbond & steel with a concrete/paved/timber floor, that the colour be sympathetic to the colour scheme of the corporation, that all water runoff from the deck/pergola be plumbed into existing underground stormwater, that any & all costs associated with the building of the deck/pergola will be borne by the owner of the respective Lots, that any damage caused to common property in either the installation, over the life of or upon removal be rectified without undue delay by and at the cost of the Lot owner, that all required council approval or consents are obtained by the Lot owner and forwarded to Strata Data prior to building commencing, that the building of the deck/pergola be carried out by an appropriately licensed and insured trades person.

Approval to remove the time limit on street parking and ability for residents to park

That approval be granted to remove the time limit on street parking and allow all property owners of the corporation to park on the mentioned street subject to the following conditions being met and adhered to; that the car is registered and road worthy, is not blocking entry and exit points for building owners.

Approval of Roller Shutters

That approval be granted to all lot owners to install roller shutters in a colour that is sympathetic with the colour scheme of the corporation, that all work will be done to a professional standard, all costs associated with the construction, maintenance and removal of the roller shutters if required will be borne by the building owner and that the roller shutters will be kept in good repair at all times at the cost of the lot owner, that if any common property is damaged during the installation, over the life of or during the removal of the roller shutters the common property is to be reinstated without delay by the lot owner.

Approval for Solar Panels

That approval be granted for the installation of Solar panels directly above the individual owners building subject to the following conditions being met and adhered to; that the solar panels do not encroach on the roof of any other building, that all costs for the installation and or removal be borne by the respective building owner, that all costs for ongoing maintenance be borne by the respective building owner, that any damage caused to Common property in either the installation, over the life of or during removal be rectified without undue delay by and at the cost of the respective building owner, that when removed the Common property be reinstated to its original condition.

Approval for Security Screen Doors

That unit owners are permitted to install Security Screens to Windows and Doors of their individual buildings provided they are sympathetic with the colors and schemes of the Corporation, they are installed in a professional manner by a qualified and insured contractor and all installation costs and all future repair/replacement/ maintenance is the responsibility of the individual building owner.

Approval for a cubby house

That approval be granted to all Lots to erect a kids cubby house in their rear or side subsidiary that is no larger than 3 meters long, 3 meters wide and 3 meters high and set a minimum of 1 meters away from the residence subject to the following terms and conditions being both met and adhered to; that the colour be sympathetic to the colour scheme of the corporation, that any & all costs associated with the building of the cubby house will be borne by the owner of the respective Lots, that any damage caused to common property in either the installation, over the life of or upon removal be rectified without undue delay by and at the cost of the Lot owner, that all required council approval or consents are obtained by the Lot owner and forwarded to Strata Data prior to building commencing, that the building of the cubby house be carried out by an appropriately licensed and insured trades person if necessary.

Approval for side gate

That approval be granted to all lot owners to install a side gate to their fence subject to the following terms and conditions being both met and adhered to; that the colour be sympathetic to the colour scheme of the corporation, that any and all costs associated with the supply, installation and maintenance to be borne by the owner of the respective lot, that any damage caused to common property in either the installation, over the life of or upon removal be rectified without undue delay by and at cost of the lot owner.

Approval for outdoor spa/ pool

That approval be granted to all Lots to erect a Spa/Pool in their rear or side subsidiary that is no larger than 10 meters long, 4 meters wide and 2 meters deep and set a minimum of 2 meters away from the residence subject to the following terms and conditions being both met and adhered to; that the colour be sympathetic to the colour scheme of the corporation, that all water runoff from the Spa/Pool be plumbed into existing underground stormwater, that any & all costs associated with the building of the Spa/Pool will be borne by the owner of the respective Lots, that any damage caused to common property in either the installation, over the life of or upon removal be rectified without undue delay by and at the cost of the Lot owner, that all required council approval or consents are obtained by the Lot owner and forwarded to Strata Data prior to building commencing, that the building of the Spa/Pool be carried out by an appropriately licensed and insured trades person if necessary.

Approval for Security Cameras/ Security System

That approval be granted to all lot owners to install security cameras and/or a security system subject to the following conditions being met and adhered to; that the cameras are set up on a way to ensure they do not capture any footage of other lots, that all costs for the installation and or removal be borne by the respective lot holder, that all costs for ongoing maintenance be borne by the respective lot holder, that any damage caused to Common property in either the installation, over the life of or during removal be rectified without undue delay by and at the cost of the respective lot holder, that if removed the Common property be reinstated to its original condition at the cost of the lot holder.

Outdoor Sauna

That approval be granted to all Lots to erect a sauna in their rear or side subsidiary that is no larger than 4 meters long, 4 meters wide and 3 meters high subject to the following terms and conditions being both met and adhered to; that the colour be sympathetic to the colour scheme of the corporation, that all water runoff from the sauna be plumbed into existing underground stormwater, that any & all costs associated with the building of the sauna will be borne by the owner of the respective Lots, that any damage caused to common property in either the installation, over the life of or upon removal be rectified without undue delay by and at the cost of the Lot owner, that all required council approval or consents are obtained by the Lot owner and forwarded to Strata Data prior to building commencing, that the building of the sauna be carried out by an appropriately licensed and insured trades person if necessary.

13/11/2024 **Painting of external wall to be "Woodland Grey" (Special Resolution)**
That the corporation approves the external wall to be painted in Woodland Grey. The works would be funded from the Admin Fund. If there is a shortfall in funds the Body Corporate would raise a special levy to fund the works. Strata Data may be requested to source quotes for comparison.

30/04/2025 **Sinking Fund Analysis**
That the Sinking Fund Analysis report prepared by Independent Inspections, as distributed with the agenda was tabled and reviewed. It was resolved "that the proposed works and associated recommended levy contributions contained within the report be reviewed every fifth year as required by legislation.

Common Sewer Inspection Point in Lot 23/Unit 8

That should a blockage occur in the common sewer drain requiring clearing of the inspection point in lot 23/Unit 8, that the cost to clear this blockage would be paid by the corporation as this inspection point services all lots.



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	CA0006134208
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	25/09/2025 to 25/09/2026 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 42322 INC.
Situation	1700-1704 MAIN SOUTH ROAD O'HALLORAN HILL SA 5158

Policies Selected

Policy 1 – Community Property

Community property: \$100,000
Community income: \$15,000
Common area contents: \$0

Policy 2 – Liability to Others

Limit of liability: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Limit of liability: \$250,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000
Part B: Appeal expenses – common property health & safety breaches: \$100,000
Part C: Legal Defence Expenses: \$50,000



Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

24/09/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
**LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996**
FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
	LF

PRIMARY BY-LAWS

AGENT CODE

LODGED BY: Oak Law (OAKLP)

CORRECTION TO: Oak Law (OAKLP)
Level 3, 50 Pitt Street
Adelaide SA 5000

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

PICK-UP NO.	
CP	
CORRECTION	PASSED
FILED	
REGISTRAR-GENERAL	

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By Laws
Development No. 100/C145/13/001/60961

By-Laws
Community Corporation No. 42322 Incorporated
for
Lot 1 Main South Road, O'Halloran Hill

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

Date: 05.02.2021

Full Name: Alexandra Rose Turner

Signature: 

Address: Level 8, 50 Piria Street, Adelaide SA 5000

INDEX

1.	Definitions and Interpretation.....	4
2.	Administration, Management and Control of Common Property	5
3.	Management Committee	5
4.	Use and Enjoyment of Common Property.....	7
5.	Prohibited Activities.....	7
6.	Maintenance of Common Property by the Corporation	8
7.	Maintenance and repair	8
8.	Use of Lots	9
9.	Alterations to Lots	9
10.	Security	10
11.	Rates and Taxes	11
12.	Access rights	11
13.	Moving Articles to and From Lots.....	11
14.	Animals	11
15.	Leasing	11
16.	Change in Ownership.....	11
17.	Right to Enter Lot.....	11
18.	Sale of Lot	12
19.	Disposal of Garbage.....	12
20.	Variation of By-laws.....	12
21.	Observance of By-laws	12
22.	Insurance	12
23.	Disturbance.....	13
24.	Compensation.....	13
25.	Contribution by Lot holders.....	13
26.	Indemnity and Release	13
27.	Services	14
28.	Permits.....	14
29.	Consent of Corporation	14
30.	Corporation's power to enforce duties	14

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BY LANDS TITLES OFFICE

By Laws
Development No. 100/C145/13/001/60961

31.	Offences.....	15
32.	Breach.....	15
33.	Removal of Persons	15
34.	Severability	15
35.	Waiver.....	15
36.	Notice.....	15

**Community Titles Act
By-Laws
Community Corporation No. 42322 Incorporated**

Important Notice

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

1. Definitions and Interpretation

1.1. Definitions

The definitions and interpretations set out herein and set out in the *Community Titles Act 1996* shall apply to these by-laws and unless inconsistent with the context:

- 1.1.1. "Act" means the *Community Titles Act 1996*;
- 1.1.2. "Common Property" means the Common Property created by the Plan pursuant to the Act;
- 1.1.3. "Community Parcel" means the Common Property and the Lots created by the Plan;
- 1.1.4. "Corporation" means Community Corporation No. 42322 Incorporated;
- 1.1.5. "Council" means the local government council which governs the area in which the land contained in the Plan is located;
- 1.1.6. "Invitees" means any guest, servant, employee, agent, invitee, contractor or licensee;
- 1.1.7. "Lot" means a community strata lot as defined in the Act and created by the Plan;
- 1.1.8. "Management Committee" means the management committee created by the Corporation pursuant to these by-laws and the Act;
- 1.1.9. "Manager" means the person or managing agent appointed by the Community Corporation pursuant to these by-laws;
- 1.1.10. "Occupier" means a person who occupies a Lot on a temporary or permanent basis and includes, where appropriate and/or if the Lot is unoccupied, the Owner of that lot;
- 1.1.11. "Owner" means the registered proprietor of a Lot;
- 1.1.12. "Person" means an Occupier, an Owner, Invitees and any member of the public on the Community Parcel.
- 1.1.13. "Plan" means the community plan deposited with these by-laws;
- 1.1.14. "Relevant Animal" means assistance animal (as defined in the *Equal Opportunities Act 1984*) and therapeutic animal (as defined in section 88A of the *Equal Opportunity Act 1984*).

1.1.15. "Scheme Description" means the scheme description filed with these by-laws;

1.2. Interpretation

In these by-laws, unless inconsistent with the context

1.2.1. a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

1.2.2. Singular words include the plural and plural words include the singular.

1.2.3. A reference to a particular gender includes each other gender.

1.2.4. A reference to a person includes a company, an incorporated association, an unincorporated association or any other body corporate, as the case may be.

1.2.5. A reference to a clause means the appropriate clause of this Deed.

1.2.6. A reference to a part means all those clauses of this Deed which have the same first clause number.

1.2.7. Marginal notes and headings shall not limit or affect or alter the interpretation of any of the terms of these by-laws.

2. Administration, Management and Control of Common Property

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

2.2. The Corporation may by ordinary resolution appoint a Manager or a Management Committee responsible to the Corporation to carry out, on behalf of the Corporation, the administration, management, and control of the Common Property except with matters concerning:

2.2.1. The appointment of a Manager pursuant to by-law 2.3.

2.2.2. Maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000; and

2.2.3. The Corporations obligations regarding the insurance under the Act.

2.3. The Manager (if any) is to be appointed by written agreement subject to an annual review by the Corporation.

3. Management Committee

Where the Owners vote to the appoint a Management Committee then:

3.1. the Management Committee will comprise of not less than 3 and not more than 5 people.

3.2. Appointment

3.2.1. A member of the Management Committee may include persons who are not members of the Corporation.

3.2.2. A member of the Management Committee must be appointed for a term that expires at or before the next annual general meeting of the Corporation by majority of votes.

3.3. Functions and Powers

Without limiting the above clauses;

- 3.3.1. the Management Committee is responsible to carry out the functions and perform the duties of the Corporation subject to limitations imposed by the Corporation.
- 3.3.2. the Management Committee may not delegate its functions or powers but the Corporation may appoint a person to assist the Management Committee to perform its duties.
- 3.3.3. the Management Committee does not have the authority or power to do anything that required the special or unanimous resolution of the Corporation.

3.4. At the first Committee Meeting after an annual general meeting appointing a Management Committee, the members of that committee will vote and appoint:

- 3.4.1.1. The presiding officer of the Management Committee who is the presiding officer of the Corporation;
- 3.4.1.2. The secretary of the Management Committee who is the secretary of the Corporation; and
- 3.4.1.3. The treasurer of the Management Committee who is the treasurer of the Corporation.

3.5. Committee Meetings

- 3.5.1. A meeting of the Management Committee will be convened by:
 - 3.5.1.1. The presiding officer of the Corporation;
 - 3.5.1.2. The secretary of the Corporation;
 - 3.5.1.3. The treasurer of the Corporation; or
 - 3.5.1.4. Any two members of the Management Committee.
- 3.5.2. A meeting is convened by providing at least 3 days written notice of the day, time and place of the meeting to all members of the Management Committee.
- 3.5.3. The notice convening a meeting must set out the agenda for the meeting.

3.6. Procedures at meetings

- 3.6.1. The quorum for a meeting of the Management Committee is the number of members of the committee divided by two (disregard any fraction) and adding one.
- 3.6.2. A member of the Management Committee may appoint another person to act as his or her proxy at a meeting where that member is unable to attend.
- 3.6.3. A decision may be made by the Management Committee without meeting if:
 - 3.6.3.1. a written notice setting out the proposed decision is served on every member of the Management Committee; and
 - 3.6.3.2. within 7 days of service of that notice, a majority of members give written notice to the secretary setting out the proposed decision and indicating their agreement to that.

4. Use and Enjoyment of Common Property

- 4.1. The Common Property is, subject to the Act and these by-laws, for the common use of Owners, Occupiers and their invitees.
- 4.2. A Owner and/or Occupier (or any Person) must not without the Authorisation of the Corporation:
 - 4.2.1. do or permit anything to be done that damages or interferes with any structure, facility, plant, infrastructure or other items on the Common Property;
 - 4.2.2. deposit any rubbish or waste material on the Common Property;
 - 4.2.3. make or allow others to make undue noise in or about the Common Property or use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by other persons; or
 - 4.2.4. deposit any object or material on the Common Property if it is likely to obstruct the movement of pedestrian traffic or to be hazardous or offensive to other persons using the Common Property.

5. Prohibited Activities

- 5.1. An Owner and/or Occupier of a Lot must not on the Community Parcel without the consent of the Corporation:
 - 5.1.1. hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
 - 5.1.2. make or allow their visitors to make undue noise in or about the Community Parcel;
 - 5.1.3. interfere or allow their visitors to interfere with others' use or enjoyment of the Community Parcel;
 - 5.1.4. be inappropriately or inadequately clothed when upon the Community Parcel so as to be visible from another Lot or the Common Property;
 - 5.1.5. use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;
 - 5.1.6. damage or deface any buildings or sign or structure on the Community Parcel;
 - 5.1.7. disobey any reasonable directions or request from an officer of the Corporation;
 - 5.1.8. offer or expose for sale any goods or merchandise on the Community Parcel;
 - 5.1.9. carry, use, store or discharge any firearm, explosive, fireworks, air gun or other weapon on the Community Parcel;
 - 5.1.10. obstruct any person's lawful access to any Lot or to the Common Property;
 - 5.1.11. park or stand a motor or other vehicle for a period of time not exceeding one (1) hours in a parking space or a space elsewhere allocated for others or on a part of the Community Parcel (if any) on which the parking or standing of motor or other vehicles is not authorised by the Corporation;
 - 5.1.12. clean or wash any motor or other vehicle on any portion of the Community Parcel other than a portion set aside specifically for that purpose.

- 5.1.13. use or occupy any caravan or vehicle as a place of habitation;
 - 5.1.14. construct a garage, install a roller door or enclose in any way any car parking space including a lot subsidiary car park;
 - 5.1.15. rollerblade, roller-skate or ride a skateboard;
 - 5.1.16. ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by a person with a disability or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
 - 5.1.17. use on the Community Parcel any item comprising or containing a subwoofer.
- 5.2. The Corporation will, in addition to any other power, authority, duty and function imposed or conferred upon the Corporation, have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such a contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions.

6. Maintenance of Common Property by the Corporation

The Corporation must:

- 6.1. maintain the Common Property in good repair and condition;
- 6.2. keep the Common Property clean and tidy;
- 6.3. carry out any work ordered by a government or statutory authority in respect of the Common Property in a timely fashion;
- 6.4. maintain and repair the infrastructure for the Services and any plant, equipment and machinery comprising the Common Property and keep current maintenance and service contracts as are reasonably required for that purpose;
- 6.5. repaint and redecorate the Common Property as and when reasonably determined; and
- 6.6. replace all damaged and non-operative light globes and tubes on the Common Property;

at the cost of the Corporation, except where the maintenance is required due to damage caused by an Owner and/or Occupier, in which case the Owner or Occupier will pay the cost.

7. Maintenance and repair

An Owner and/or Occupier of a Lot must:

- 7.1. maintain and keep its Lot in good repair and condition;
- 7.2. keep its Lot in clean and tidy condition;
- 7.3. not overload any electrical wiring or use the gas, sewer and water pipes and fittings for any purpose other than for which they were intended;
- 7.4. carry out any work ordered by a government or statutory authority in respect of the Lot in a timely fashion;
- 7.5. carry out any work ordered by the Corporation in respect of the Lot in a timely fashion.

8. Use of Lots

The Owner and/or Occupier of a Lot must:

- 8.1. use the Lot for residential purposes; and
- 8.2. pay any levies due to the Community Corporation;

and the Owner and/or Occupier of a Lot must not without the consent of the Corporation:

- 8.3. use the Lot, or permit the Lot to be used, for any unlawful purpose; and
- 8.4. do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being enforced;

AND FURTHERMORE, the Owner and/or Occupier of a Lot must:

- 8.5. allow the Corporation access to the Lot for the purpose of carrying out maintenance;
- 8.6. notify the Corporation of any repairs and maintenance required to their Lot;
- 8.7. if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 8.8. not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Corporation and the said person has complied with the provisions of by-law 9;
- 8.9. surrender all keys or access cards belonging to the Lot to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy; and
- 8.10. not conduct a garage sale on the Lot or a Lot subsidiary.

9. Alterations to Lots

9.1. Subject to the Scheme Description, an Owner and/or Occupier of a Lot must not, without the consent of the Corporation:

- 9.1.1. erect any structural improvements or modify, amend, demolish or extend the existing building and structural improvements on a Lot or the Common Property;
- 9.1.2. erect any blinds or awnings to the building on the Community Parcel;
- 9.1.3. change the colours of the external finishes on a Lot;
- 9.1.4. alter the external appearance of their Lot;
- 9.1.5. effect any penetration of any fire rated wall; or
- 9.1.6. erect a television, radio or other aerial, antennae, dish or tower or any other transmitting or receiving device on the Community Parcel without the Corporation's prior approval and, if such approval is obtained, such device must be concealed from view.

Collectively referred to as "Alterations".

- 9.2. Any Alterations approved by the Corporation:
- 9.2.1. must be carried out in accordance with any conditions imposed by the Corporation or by any government or statutory authority and by suitably qualified tradespersons; and
 - 9.2.2. may only commence after the Owner:
 - 9.2.2.1. effects all proper insurance cover against damage to property and persons which may be caused or arise from the works and must provide a certificate of currency for such policy to the Corporation upon request;
 - 9.2.2.2. submits to the Corporation 'as built' plans and specifications of any works proposed by that Owner which may affect the external appearance of the building or any of the Common Property or which affects the building structure or services or the fire ratings component of the building;
 - 9.2.2.3. supplies to the Corporation such further particulars of those proposed works as the Corporation may request and as shall be reasonable to enable the Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the Community Parcel;
 - 9.2.2.4. receives written approval for those works from the Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Corporation approval must be paid by the Owner, and
 - 9.2.2.5. pays the costs referred to in by-law 9.2.2.4 to the Corporation.
 - 9.2.3. The Owner (In carrying out any Alteration) must ensure that:
 - 9.2.3.1. all work performed is only between the hours of 7:30am and 5:30pm on Mondays to Saturdays other than public holidays;
 - 9.2.3.2. all work is to be performed in such a manner so as to minimise disturbance to all Occupiers or other Persons who are lawfully located in the Community Parcel;
 - 9.2.3.3. all work is performed by qualified tradespeople in a proper and workmanlike manner;
 - 9.2.3.4. it takes adequate precautions to ensure that all Common Property is fully protected against damage;
 - 9.2.3.5. it rectifies damage caused to the Common Property to the satisfaction of the Corporation and at the cost of the relevant Owner;
 - 9.2.3.6. all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - 9.2.3.7. the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and
 - 9.2.3.8. all rubble or refuse arising from the performance of the Alterations must not be disposed of in domestic garbage bins but must be deposited of as directed by the Corporation.

10. Security

An Owner and/or Occupier must:

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By Laws
Development No. 100/C145/13/001/60961

- 10.1. adequately secure its Lot against unauthorised entry when unoccupied; and
- 10.2. comply with the Corporation's reasonable requirements regarding the security of the building on the Community Parcel from unauthorised entry.

11. Rates and Taxes

The Owner must pay all rates and taxes, levies, charges and outgoings in respect of their Lot as and when they fall due.

12. Access rights

The Owner and/or Occupier must comply with the Corporation's reasonable directions and requirements regarding any easements granted in respect of the Community Parcel and any adjacent land.

13. Moving Articles to and From Lots

The Owner and/or Occupier must comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from the Lot:

- 13.1. goods or furniture may be delivered to and from the Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances to the Community Parcel;
- 13.2. goods or furniture must not be left on the Common Property at any time and if so left the Corporation may remove such goods or furniture at the expense and risk of the Owner and/or Occupier.

14. Animals

- 14.1. Subject to the Act and by-law 14.2, a person bound by these by-laws must not, without the consent of the Corporation, keep any animal in, or in the vicinity of a lot, and in consenting the Corporation will have regard to:
 - 14.1.1. the Owner and/or Occupiers circumstances and size of the relevant lot; and
 - 14.1.2. the age and size of the animal.
- 14.2. Nothing in these by-laws prohibits or prevents a Owner, Occupier or any other Person who is lawfully located in the Community Parcel who suffers from a disability from keeping or using a Relevant Animal to assist the person in respect of that disability.

15. Leasing

Where a Owner leases the Lot the Owner must inform the Corporation as to the identity of the lessee, contact details and essential terms and conditions of the lease.

16. Change in Ownership

A Owner must immediately notify the Corporation of:

- 16.1. any change in ownership of the Lot, or any change in address of a Owner;
- 16.2. any change in occupancy of the Lot.

17. Right to Enter Lot

The Owner and/or Occupier of a Lot must allow the Corporation at all reasonable times and on giving reasonable notice to the Owner/Occupier of a Lot (except in the cases of emergency when no such notice is required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing is deemed to include the power:

- 17.1. to inspect the Lot;
- 17.2. to carry out maintenance;
- 17.3. to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these by-laws are being observed.

18. Sale of Lot

The Owner and/or Occupier must:

- 18.1. ensure that in the event a Lot is to be sold at auction, that the auction must take place wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel; and
- 18.2. must not erect a sign or advertisement on the Common Property advertising the sale of the Lot without obtaining the Corporation's prior written approval, except that the Corporation may not unreasonably without its consent to the erection of signage at or near the entrance to a Lot relating to the use of that Lot.

19. Disposal of Garbage

A Person bound by these by-laws must:

- 19.1. not dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specified provided on the Community Parcel; and
- 19.2. dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.

20. Variation of By-laws

The Corporation must obtain the unanimous consent of the Owners to vary these by-laws.

21. Observance of By-laws

- 21.1. Where these by-laws restrict the behaviour or activity of a Owner or Occupier of a Lot there shall be imposed upon that Owner or Occupier an obligation not to permit that behaviour or activity;
- 21.2. A Owner or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability for any reason to ensure compliance by any such visitors or invitee, they shall ensure that such visitors or invitee leaves the Community Parcel.

22. Insurance

- 22.1. The Corporation shall ensure that there is one (1) insurance policy for all Common Property within the Community Parcel ("Insurance Policy");
 - 22.1.1. the Insurance Policy must, in addition to the requirements of the Act, cover the buildings, structures and improvements constructed on the Common Property, and the insurance will be administered by the manager and/or management committee appointed pursuant to by-laws 2.2, 2.3 and 3; and
 - 22.1.2. the manager and/or management committee will ensure that sufficient funds are obtained from the contributions to the administrative fund payable by the Owner to enable payment of the premium for the Insurance Policy.

22.2. Each Owner must carry their own building, contents, third party property and bodily injury insurance on the Lot extending to cover any Occupier of the Lot:

22.2.1. the insurance to be carried by the Owner pursuant to by-law 22.2 shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance cover the buildings, structures and improvements constructed on each Lot and loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event; and

22.2.2. proof of coverage by way of a copy of the Owner's current receipted insurance schedule or policy shall be supplied to the Corporation on request.

23. Disturbance

Any Occupier and its invitees must not engage in conduct that is likely to interfere with the peaceful enjoyment of the Common Property by other Occupiers or Persons who are lawfully located in the Community Parcel.

24. Compensation

An Occupier is liable to compensate the Corporation in respect of any damage caused by an Occupier or its invitees to the Common Property or personal property vested in the Corporation.

25. Contribution by Lot holders

25.1. The Community Corporation may impose contributions on all Lot holders of Lots in respect of the costs associated with the:

25.1.1. control;

25.1.2. management;

25.1.3. operation;

25.1.4. security;

25.1.5. Insurance Policy;

25.1.6. maintenance and repair

of the Common Property.

25.2. Where an Owner fails to pay the costs associated with the above subclause in the time required by the notice from the Corporation, the Corporation may charge administration and other costs incurred in seeking payment of the debt and interest on the costs at a rate being 5% above the cash rate charged by the Reserve Bank of Australia at the time the costs are due.

26. Indemnity and Release

26.1. Indemnity

A Person bound by these by-laws indemnifies and keep indemnified the Corporation from and against all claims, actions, losses and expenses of any nature which the Corporation may suffer or become liable for in respect of or arising from any accident or damage to property or injury or death suffered by any person in or near the Community Parcel caused or contributed to by that person or persons under its control.

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Development No. 100/C145/13/001/60961

26.2. Release

A Person bound by these by-laws will occupy and use the Lot at its own risk and releases to the fullest extent permitted by law the Corporation and its agents, servants and contractors from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or around the Community Parcel except to the extent caused or contributed to by the negligence of the Corporation or its servant, agent or contractor.

27. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation will not in any circumstances be liable to the Owner for any loss or damage suffered by the Owner for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

28. Permits

- 28.1. In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit;
- 28.2. The Corporation shall have the power to grant permits in respect of any activity in or on the Community Parcel;
- 28.3. The Corporation may attach such conditions to permits as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder;
- 28.4. The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate;
- 28.5. A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws;
- 28.6. A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder; or
- 28.7. Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

29. Consent of Corporation

Unless otherwise stated, if the Corporation's consent or approval is required:

- 29.1. the Corporation must consider the request promptly;
- 29.2. the Corporation may require the person requesting its consent to comply with reasonable conditions before giving its consent; and
- 29.3. is not effective unless in writing.

30. Corporation's power to enforce duties

- 30.1. The Corporation may issue an Owner with a notice requiring the Owner to remedy a breach of these by-laws.
- 30.2. If the Owner does not comply with such notice within the time permitted in the notice (which must be reasonable) the Corporation may authorise its servant, agent or contractor to take the necessary action to remedy the breach at the Owner's Cost.

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By Laws
Development No. 100/C145/13/001/60961

- 30.3. The Corporation may not use force to enter a Lot under these by-laws except pursuant to an order of the Court.

31. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum prescribed under the Act

32. Breach

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

33. Removal of Persons

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

34. Severability

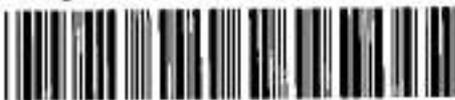
If any by-law or part of a by-law is illegal, unenforceable or invalid, that by-law or part is to be treated as removed from these by-laws, but the rest of these by-laws are not affected.

35. Waiver

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

36. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the Owner if left on the Lot addressed to the Owner or if addressed to the Owner at the last known address to the Owner and forwarded by pre-paid post and if notice is given by post it shall 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.

COMMUNITY TITLES ACT 1996
GUIDANCE NOTES, FORM A21.8
 Orig. **LF 13460402**

 14:49 05-Feb-2021
 3 of 4

LANDS TITLES REGISTRATION OFFICE
 SOUTH AUSTRALIA
**LODGEMENT FOR FILING UNDER THE
 COMMUNITY TITLES ACT 1996**
 FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
	LF

PRIMARY SCHEME DESCRIPTION

AGENT CODE

LODGED BY: Oak Law (OAKLP)

CORRECTION TO: Oak Law (OAKLP)
 Level 8, 50 Pile Street
 Adelaide SA 5000

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

PICK-UP NO.	
CP	
CORRECTION	PASSED <i>Jep</i>
FILED <i>9/2/2021</i>	 <i>[Signature]</i> REGISTRAR-GENERAL

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

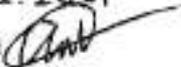
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**COMMUNITY TITLES
COMMUNITY PLAN NO.
C42322**

INDEX

1. Identification of the community lots and common property.
2. Purposes for which the community lots and common property may be used.
3. Standard of buildings and improvements.
4. Obligation to develop community lots.
5. Developers obligation to improve or develop the common property.
6. Conditions of Development imposed by Development Act 1993.
7. Details of Future Stages of the Scheme.

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

05.02.2021
SIGNATURE 

FULLNAME Alexandra Rose Turner

OAK LAW
Level 8, 50 Pirie Street
Adelaide SA 5000

1. **Identification of the Community Parcel, Lots and Common Property**
 - 1.1. The community parcel, the lots and the common property into which the parcel is to be divided are identified on Community Plan No. C42322.
 - 1.2. The community plan is a primary plan being a division into twenty community lots and common property.
 - 1.3. The community plan has been developed to accommodate residential group dwellings serviced by an internal driveway, associated landscaping, front masonry fence, retaining walls, power, water, sewer and telephone services within the common property.
2. **Purpose for which the Lots and Common Property can be used**
 - 2.1. The community lots may be used for residential living and for the facilities and infrastructure required to service residential living.
 - 2.2. The Common Property shall be used for the purpose of providing access to the Community Lots and for the accommodation of service infrastructure.
3. **Standard of Buildings and Other Improvements**
 - 3.1. All building, improvements, or alterations or additions to existing buildings or improvements or replacement of existing building, or improvements, whether on lots or common property, shall be located, designed, constructed and finished in a manner consistent with other buildings and improvements located upon the adjoining Lots.
 - 3.2. The minimum standard for buildings and improvements to be constructed on the community lots shall be stipulated in the building approval to be granted upon application by the Corporation of the City of Marion.
4. **Obligation to Develop Community Lots**
 - 4.1. The developer will construct the ancillary services in accordance with the Planning Approval Conditions set out on the Decision Notification Form dated the 2nd September 2020 by the Corporation of the City of Marion as set out in attachment A.
 - 4.2. The Community Lots will be supplied with connections for water, telecommunication and power by the developer from water meters and a power board adjacent to the Main South Road entrance.
5. **Developers Obligations to Improve or Develop the Common Property**
 - 5.1. The developer will:
 - 5.1.1. construct a weather sealed internal driveway, car parking areas and maneuvering areas will be constructed in accordance with recognised engineering principles within 12 months from the date full approval is granted and where the driveway crosses the front boundary the finished ground level shall be between 50mm and 150mm above the top of the kerb;
 - 5.1.2. carry out all associated landscaping on the common property;

- 5.1.3. ensure that all mortar joints on any face brickwork on the property boundary are to be finished in a professional manner, similar to other external brickwork on the subject dwelling;
- 5.1.4. construct and install a stormwater collection and disposal system which will be connected to the street water table immediately following roof completion and gutter and downpipe installation for each dwelling;
- 5.1.5. ensure that all Stormwater will 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;
- 5.1.6. construct service infrastructure and other amenities as set out in the Scheme Description (as applicable).

In accordance with the Planning Approval Conditions referred to in clause 4.1.

- 5.2. The two Sugar Gums on Lots 9 and 10 and the South Australian Blue Gum on Lot 1 ("the Gums") shall be retained and the area beneath these trees shall be retained at its existing level at all times with no excavation or fill occurring.
 - 5.3. Prior to the commencement of works a tree protection area consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected outside the trunk of the Gums with a sign displaying the words "Tree Protection Area" placed on the fence with no persons, vehicles or machinery to enter the fenced area until after the construction is complete. And a 100mm layer of organic mulch will be placed over all root systems of the Gums.
 - 5.4. The standard of the work to be performed and the materials to be used on the common property will be a fair average standard or such higher standard as the developer, in its absolute discretion, may determine.
- 6. Condition of Development Imposed Pursuant to the Development Act 1993**
- 6.1. The further division of the community lots and construction of improvements and ancillary services is subject to conditions or requirements imposed by either the Corporation of the City of Marion or the State Commission Assessment Panel.
- 7. Details of Future Stages of the Scheme**
- 7.1. No other information is required by the regulations.

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ENDORSEMENT BY CORPORATION OF THE CITY OF MARION

1. All the consents or approvals required under the Development Act 1993 in relation to the division of land in accordance with the Scheme Description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Title land division of the land into twenty (20) community lots and common property.
2. However, this endorsement does not limit the Corporation of the City of Marion or other relevant authority's right to refuse, or place conditions on Development approvals under the Development Act 1993 in relation to other development envisaged by the scheme or other authorisations still required.

In this regard you are reminded that Development Plan Consent in DA 100/2020/1242 has been granted, but Building Rules Consent is still required for improvements and usage for each community lot and other forms of Development (as defined in the Development Act 1993) that have not to date received all the required consents. Similarly, any other forms of development (as defined in the Development Act, 1993) that have not been discussed in the Scheme Description will require an application to be lodged with Council for the necessary consents.

Signed



capacity

for and on behalf of the Corporation of the City of Marion

Nicholas Timotheou
Senior Development Officer - Planning

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CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO: 100/C145/13/001/80961

Page 5 of 6

Annexure A
Development Application 100/2020/1242

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P (08) 8375 6600

Administration Centre 245 Sturt Road, Sturt SA 5047

F (08) 8375 6699

Office Hours Monday to Friday – 8:30am to 5:00pm

E council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

www.marion.sa.gov.au



**DECISION NOTIFICATION FORM
DEVELOPMENT ACT 1993**

TO:	Felmeri Homes 32 King William Road WAYVILLE SA 5034
------------	---

DEVELOPMENT APPLICATION NUMBER: 100/2020/1242
DATED: 02/09/2020
REGISTERED ON: 02/09/2020

LOCATION OF PROPOSED DEVELOPMENT
1700 – 1704 Main South Road O'HALLORAN HILL 5158 Lot: 75 FP: 148111 CT: 5549/833 Lot: 76 FP: 148112 CT: 5774/802 Lot: 77 FP: 148113 CT: 5722/514

DESCRIPTION OF PROPOSED DEVELOPMENT
Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	26/08/2020	9
Building Rules Consent	Granted (by Private Certifier)	31/08/2020	1
DEVELOPMENT APPROVAL	Granted	01/10/2020	10

The building classification under the Building Code is Class 1a,10a,10b

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' on the last page of this Decision Notice.

Signature of Administration Officer:

Planning Officer: Dylan O'Brein

Delegates of City of Marion

Private Certifier: KBS Consultants

Date: 1 October 2020

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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. 100/2020/1242, being "drawing number 4732.15 'A' (Proposed Site Layout)" prepared by M.C. Noble Building Designers, and individual "Floor / Site and Elevation Plans for Lot 1 / Dwelling 1 - Lot 20 / Dwelling 20 (inclusive)" prepared by Felmeri Homes and Drawing numbers "16485 C01 & 16485 CO2 - ISSUE 01 (Stormwater and Infrastructure Plan)" prepared by PT Design, except where varied by the following conditions of consent:
- (2) The two *Eucalyptus cladocalyx* (Sugar Gums) located on allotments 9 and 10, the two *Eucalyptus camaldulensis* (River Red Gums) located on the childcare centre site and allotment 2 and the *Eucalyptus leucoxylon* (South Australian Blue Gum) located on allotment 1 otherwise identified as Tree 1, 2, 4, 5 and 8 on the propose layout plans / drawing number 4732.15 "A", prepared by M.C. Noble Building Designers, and in the Arborman Tree Solutions Report ATS267B-1198GreRdCsem, shall be retained. The area beneath the trees' canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove these trees, an approval from the Council must be obtained prior to any works occurring to the trees).
- (3) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected outside of the trunk of the Regulated and Significant Trees to be retained on the site at a distance consistent with the Tree Protection Zones (TPZ) specified in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem for Trees 1, 2, 4, 5 and 8 identified in the same report.

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A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.

- (4) Any existing vegetation nominated to be retained and/or any new vegetation proposed 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.
- (5) All car parking areas, driveways and vehicle manoeuvring areas must be constructed, sealed and drained in accordance with recognised engineering practices, within 12 months from the date that full approval is granted, and maintained in a good condition at all times.
- (6) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (7) All mortar joints on any face brickwork on the property boundary are to be finished in a professional manner, similar to other external brickwork on the subject dwelling.
- (8) 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 for each dwelling herein approved.
- (9) 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.

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).

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

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NOTES:

General:

- (1) 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.

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).

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).
- (2) Council encourages the installation and use of rainwater tanks to support domestic water needs.
- (3) On completion of building work, the Development Act requires that a signed Statement of Compliance from the licensed builder be provided to the relevant authority declaring that the building work carried out is in accordance with the relevant approvals (pursuant to Regulation 83AB of the Development Regulations 1993).
- (4) Council requires at least one business days' notice of the following stages of building work:
 - a. Prior to the placement of any concrete for footings or other structural purposes. Note where an engineer carries out an inspection, Council will also require a copy of the inspection certificate, and;
 - b. at the completion of wall and roof frames prior to the fixing of any internal linings.
- (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.

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- (6) On completion of building work, Certificates of Installation of Essential Safety Provisions in accordance with Form 2 of Schedule 16 of the Development Regulations 1993, must be submitted to the Council.
- (7) Noise from devices and/or activities on the subject site should not impair or impinge on the amenity of neighbours at any time. This includes noise generated from plant and equipment (including those servicing the building such as air-conditioning), as well as noise generated from activities such as loading and unloading of good and/or waste. 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 2004.

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).*

Advisory Notes:

- (1) The State Planning system is currently in the process of significant planning reforms. The Planning and Design Code will replace all current Development Plans. Therefore, some areas may see shifts in the principles governing development in their area.

The Planning & Design Code will become operational at the discretion of the Minister for Planning. It is anticipated this will occur in early 2021.

Further details in relation to the Planning Reforms can be found at https://www.saplanningportal.sa.gov.au/planning_reforms

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Should these timeframes not be achieved, your Approval may lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after the implementation of the new system, your request will be subject to the transitional provisions of the Planning, Development and Infrastructure Act 2016.

- (2) Please note that this Notice has been issued in accordance with Regulation 42(2) of the Development Regulations 2008, on the basis that the private certifier has issued a Certificate of Consistency in accordance with Division 2 clause 92(2)(e) of the Development Regulations 2008. In the event there is an inconsistency, or inconsistencies, Council advises that the plans granted Development Plan Consent take primacy as the approved plans/documents.

Please be advised that in accordance with Regulation 42(4) and 42(5) the plans accompanying the Decision Notification Form have been stamped by the private certifier as the relevant authority.

- (3) Developers are responsible for providing telecommunications infrastructure in their developments. To provide this infrastructure, you need to contract a carrier to install telecommunications infrastructure in your new development.

Developers can choose any carrier to service their development. If they don't choose another carrier:

- nbn is the Infrastructure Provider of Last Resort for larger developments (100 lots or more), and for all developments in areas where nbn is rolling out.
- Telstra is the Infrastructure Provider of Last Resort for smaller developments (less than 100 lots), until the nbn rolls out in the area.

Developers are asked to apply at least 6 months before the required date of service, to ensure a connection is ready when residents move in.

Website links

Australian Government's Telecommunications in New Developments policy

<https://www.communications.gov.au/policy/policy-listing/telecommunications-new-developments>

How to get nbn ready fact sheet

<https://www.nbnco.com.au/content/dam/nbnco2/documents/how-to-get-nbn-ready.pdf>

nbn new property developments page

<https://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>

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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 0289.

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.

Cc:

8 Marcalek Pty Ltd
32 King William Road
WAYVILLE SA 5034

P (08) 8375 6600

F (08) 8375 6699

E council@marion.sa.gov.au

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IMPORTANT INFORMATION (Last updated 2/6/09)

The following matters may influence any consent or approval that has been granted:

• Other Approvals may be required

The granting of this consent or approval does not remove the need for the applicant to obtain all other consents that may be required by any other legislation or regulation, encumbrance, land management agreement or similar. It also does not imply that the building will comply with the provisions of the Disability Discrimination Act 1993. The Applicant's attention is particularly drawn to the need to consult electricity suppliers in relation to high voltage power lines and required clearance distances to buildings.

• Public and Environmental Health

The Public and Environmental Health Act requires that:

- proper sanitary facilities must be existing and available or be provided to all building sites (i.e. a water flush chemical toilet or toilet connected to sewer or a septic tank);
- an appropriate waste receptacle/enclosure be provided to contain all builders' waste; and
- the site is maintained in a clean condition, free of litter, at all times.

The applicant is advised (and should in turn advise the property owner, builders and all contractors) of their responsibility under the Environment Protection Act 1993 to not harm the environment. Specifically:

- paint, plaster, concrete and brick wastes, and wash waters should not be discharged to the stormwater system or onto land where it is reasonably likely to enter any waters;
- litter should be appropriately stored on site pending removal;
- excavation and site disturbance should be limited, and in particular dust generation should be minimised;
- entry/exit points to the site should be managed to prevent soil being carried off site by vehicles;
- sediment barriers should be used (particularly on sloping sites).

On the spot fines apply for breaches. Further information is available by contacting the EPA on 8204 2000.

• Works on Council owned land, including footpaths

The applicant is advised that any works undertaken on Council owned land (including, but not limited to, works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Infrastructure Department, prior to any works being undertaken. Driveway Access Permit Forms, in particular, must be completed and approved prior to driveway construction occurring. Further information may be obtained by phoning 8375 6600.

Council has requirements for all works that occur in the verge area. In particular, Council requires all redundant driveways to be closed and all new driveways to grade toward the road between the kerb and the front boundary of the property with the level at the front property boundary being between 50mm and 150mm above the top of the kerb, or, as approved by Council.

If damage to kerbs, waterables, footpaths etc is present prior to construction commencing, it is advisable to supply Council with dated photos and measurements of defects; otherwise it will be assumed that all damage was caused during construction. Any damage during construction will be the responsibility of the builder/site owner to remedy. Failure to do so will result in such repairs being carried out by the Council and charged to the builder.

All works on Council owned land required as part of this development are likely to be at the applicant's cost.

Material stockpiles and temporary toilet facilities should all be placed on site and not on the footpath or public roads or reserves. Failure to keep the road reserve clean and suitable for pedestrian and vehicular traffic may result in Council or other agencies taking action under the Local Government Act, the Public and Environmental Health Act, and/or the Environment Protection Act.

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• **Other**

Property owners are responsible for notifying Council of any change in ownership and/or any change of property owner's mailing address. This notification must be received in writing or by facsimile by Council's Rates Department (fax no: 8375 6888). Failure to do so may result in rates notices not being received and fines being imposed.

Existing vegetation to be retained and/or planting to occur in the vicinity of building works may alter soil conditions and/or affect buildings. The applicant is therefore urged to seek expert advice from suitably qualified persons before designing footings, undertaking construction, and/or planting any vegetation in the vicinity of any building.

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the applicant are accurate. It is recommended that the applicant employ a licensed surveyor to carry out an identification survey and peg the true boundaries prior to construction commencing. Any discrepancies identified between the dimensions on the approved drawings and the true survey must be reported to the Council for advice on implications on the proposed development. Where a solid wall is proposed on a boundary, it is necessary for any relevant sections of fencing to be removed. It is advisable to gain permission from the adjoining owner(s) before moving or altering any fencing or before using a neighbour's property for access. Owners/applicants should also be aware of their obligations under the Fences Act to notify neighbours before carrying out fencing work on boundaries.

The EPA Information Brochure "Construction Noise" outlines recommended hours of operation outside which noisy activities should not occur. Further information is available by phoning the Environment Protection Authority on 8204 2000.

STATEMENT OF COMPLIANCE

Pursuant to Regulation 83AB of the Development Act, this form needs to be completed and returned to Council following the completion of all building work (with the exception of Class 10 buildings)

NOTE: Pursuant to section 45(1) of the Development Act 1993, a person must not perform building work or cause it to be performed, except in accordance with technical details, particulars, plans, drawings and specifications approved under the Act.

This statement relates to building work located at 1700 Main South Road O'HALLORAN HILL 5158 – Lot: 75 FP: 148111 CT: 5549/833. Namely, Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division, approved by Council on 01/10/2020, as part of Development Application No. 100/1242/2020.

PART A – BUILDER'S STATEMENT

This part of the statement must be signed by the building work contractor responsible for carrying out the relevant building work, or, if there is no such person, by a registered building work supervisor or a private certifier.

I certify the following:

1. The building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the consent of the relevant authority) has been performed in accordance with the documents referred to in Part B.
2. All service connections have been made in accordance with the requirements of the relevant supply authority.
**Strike out if not relevant*
3. All requirements under regulation 76(3) of the Development Regulations 2008 relating to essential safety provisions have been satisfied. **Strike out if not relevant*
4. All notifications required under section 59 of the Development Act 1993 have been given in accordance with that Act and the requirements of the Development Regulations 2008. **Strike out if not relevant*

Signed: Date:

Name (in BLOCK letters):

Relationship to the development:

(i.e. Licensed Building Work Contractor, Private Certifier, Registered Building Work Supervisor)

Licence Number (if applicable):

Address:

Contact Phone Numbers:

PART B – OWNER'S STATEMENT

This part of the statement must be signed by the owner of the relevant land, or by someone acting on his or her behalf.

I certify the following:

1. The documents (including all contract documents, attachments, instructions, annotations, variations and clarifying correspondence) issued for the purposes of the building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the written consent of the relevant authority) are consistent with the relevant development approval issued on 01/10/2020.
2. Any conditions of approval relating to the building work have been satisfied.

Signed: Date:

Name (in BLOCK letters):

Address:

Contact Phone Numbers:

THIS STATEMENT MUST BE ACCOMPANIED BY ANY CERTIFICATES, REPORTS OR OTHER DOCUMENTS SPECIFIED BY THE RELEVANT AUTHORITY FOR THE PURPOSES OF REGULATION 83AB OF THE DEVELOPMENT REGULATIONS 2008



Mandatory Notifications

This mandatory notice must be submitted to Council at each stage

Development Application Number: 2020/1242
Description of Proposed Development: Variation to DA 100/2017/2356 to reflect a reduction in number of dwellings from 23 to 20 and changes to the associated land division
Location of Proposed Development: 1700 Main South Road O'HALLORAN HILL 5158

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

Builder's Name _____
(Licenced supervisor)

Licence No. _____ Phone: _____

The following notifications are required for your Approval of a Class 1 – 9 Building:

Subject to timber framing notifications (please tick the relevant notification)

- | | | | |
|--|------|---|---|
| <input type="checkbox"/> Commencement of building works on site: | Date | / | / |
| <input type="checkbox"/> Commencement of pouring of footings: | Date | / | / |
| <input type="checkbox"/> Completion of wall & roof frames: | Date | / | / |
| <input type="checkbox"/> Completion of supervisors checklist: (please attach): | Date | / | / |
| <input type="checkbox"/> Completion of firewall: (if applicable): | Date | / | / |
| <input type="checkbox"/> Completion of building work: | Date | / | / |

Notifications may be submitted:

EMAIL: mandatorynotifications@marion.sa.gov.au

ONLINE: www.marion.sa.gov.au

IF APPLICABLE:

ESSENTIAL SAFETY PROVISIONS MUST BE COMPLIED WITH - THE "FORM 2" AND STATEMENT OF COMPLIANCE "FORM 83AB" ARE TO BE SUBMITTED TO COUNCIL

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FORM LF1 (Version 2)
REGISTRATION NUMBER

Orig. **LF 13460403**



14:49 05-Feb-2021
4 of 4

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIMARY DEVELOPMENT CONTRACT

SERIES NO	PREFIX
	LF

AGENT CODE

LODGED BY: Oak Law (OAKLP)

CORRECTION TO: Oak Law (OAKLP)
Level 8, 50 Pirie Street
Adelaide SA 5000

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

PICK-UP NO.	
CP	

CORRECTION	PASSED <i>HL</i>
FILED 9/2/2021	 <i>Mark McPhee</i> REGISTRAR-GENERAL

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

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TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Development Contract
Development No. 100/C145/13/001/60961

DEVELOPMENT CONTRACT

Community Plan No. C42322

for

Lot 1 Main South Road, O'Halloran Hill SA 5158

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

Date: 05/02/2021

Full Name: Alexandra Rose Turner

Signature: 

Address: Level 8, 80 Flite Street, Adelaide SA 5000

TERMS OF INSTRUMENT NOT CHECKED
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Development Contract
Development No. 100/C145/13/001/60961

INDEX

1. Definitions and Interpretation.....	3
2. Important Notice	4
3. Identification of the Land	4
4. Development of the Community Parcel.....	4
5. Developer's Undertakings	5
6. Access to the Community Lots	5
7. Obligations on Community Lot Owners and Occupiers.....	5
8. Timing of Development Work	6
9. Standard of Development	6
10. Developer's Obligations.....	6
Annexure A	7
Annexure B	8

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BY LANDS TITLES OFFICE

Development Contract
Development No. 100/C145/13/001/60961

**Community Titles Act 1996
Development Contract
Community Plan No. C42322**

1. Definitions and Interpretation

1.1. Definitions

The definitions and interpretations set out herein and set out in the *Community Titles Act 1996* shall apply to this Development Contract, unless inconsistent with the context:

- 1.1.1. "Act" means the *Community Titles Act 1996*;
- 1.1.2. "Approval" means the Decision Notification Approval 100/2020/1242 granted by the Corporation of City of Marion on 2 September 2020 permitting subdivision of Certificate of title volume 6246 folio 914 (allotment 1) into 20 community lots attached and marked "A";
- 1.1.3. "Common Property" means the Common Property defined in the Plan of Community Division;
- 1.1.4. "Community Parcel" means the Common Property and the Lots created by the Plan of Community Division;
- 1.1.5. "Community Lots" means the 20 Lots created by the Plan of Community Division;
- 1.1.6. "Corporation" means Community Corporation No Incorporated;
- 1.1.7. "Council" means the local government council, being the Corporation of the City of Marion, which governs the area in which the land contained in the Plan of Community Division Plan is located;
- 1.1.8. "Developer" means the registered proprietors being Felmeri Holdings Pty Ltd and Marcalek Pty Ltd;
- 1.1.9. "Development Consent" means the Approval and any subsequent development authorisation under the Development Act 1993 approved by the relevant planning authority as amended or modified from time to time in relation to the works to be carried out pursuant to this Development Contract;
- 1.1.10. "Plan of Community Division" means the community plan deposited with this Development Contract;
- 1.1.11. "Scheme Description" means the scheme description filed with this Development Contract;

1.2. Interpretation

In this Development Contract, unless inconsistent with the context

- 1.2.1. a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- 1.2.2. singular words include the plural and plural words include the singular;
- 1.2.3. a reference to a particular gender includes each other gender;

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Development Contract
Development No. 100/C145/13/001/60961

- 1.2.4. a reference to a person includes a company, an incorporated association, an unincorporated association or any other body corporate, as the case may be;
- 1.2.5. a reference to a clause means the appropriate clause of this Development Contract;
- 1.2.6. a reference to a part means all those clauses of this Development Contract which have the same first clause number;
- 1.2.7. marginal notes and headings shall not limit or affect or alter the interpretation of any of the terms of this Development Contract;
- 1.2.8. this Development Contract will be governed by and constructed 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; and
- 1.2.9. if any of the provisions of this Development Contract 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 this Development Contract with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from this Development Contract.

2. Important Notice

- 2.1. This Development Contract contains details of a community scheme which is proposed to be developed on the Community Parcels in accordance with the Approval.
- 2.2. 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.
- 2.3. The 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 and the relevant Scheme Description.
- 2.4. Further particulars about details of the scheme are available at:
 - 2.4.1. the Council; and
 - 2.4.2. the Development Assessment Commission
- 2.5. The terms of this Development Contract are binding on the Developer. In addition, the Developer covenants with the owners and subsequent owners of the Community Lots and each of them severally to develop the Community Parcel in accordance with this Development Contract.

3. Identification of the Land

The Community Parcel and Community Lots and Common Property into which the Community Parcel is to be divided are identified as formerly the portion of the land comprised in Certificates of Title Volume 6250 Folio 237 being the property located at Lot 1 Main South Road O'Halloran Hill 5158.

4. Development of the Community Parcel

- 4.1. The Community Parcel is a residential development undertaken by the Developer.

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BY-LANDS TITLES OFFICE

Development Contract
Development No. 100/2020/1242
100/ C145/13/001/60961

- 4.2. The land is to be developed in several stages in relation to both the Common Property and Community Lots.
- 4.3. The Community Parcel will be divided into twenty (20) Primary Community Lots.
- 4.4. The Community Parcel will be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No. 100/2020/1242.
- 4.5. Without limiting the above, the Developer will in accordance with the Approval, develop the Community Parcel such that it will comprise of:
 - 4.5.1. a weather sealed internal driveway, car parking areas and manoeuvring areas which will be constructed in accordance with recognised engineering principles;
 - 4.5.2. associated landscaping on the common property,
 - 4.5.3. a stormwater collection and disposal system shall be connected to the street water table immediately following roof completion and gutter and downpipe installation for each dwelling and which provides that all Stormwater will be disposed of in such a manner so that it does not flow or discharge onto land of adjoining owners, lie against any building or create insanitary conditions;
 - 4.5.4. the provision of service infrastructure and other amenities as set out in the Scheme Description (as applicable).
- 4.6. A plan specifying the location of the proposed dwellings which are to be constructed on each lot is attached hereto and marked Annexure "A". Details of the design, dimensions and external appearances of the dwellings and landscaping is attached hereto as Annexure "B".
- 4.7. All of the obligations to develop the Community Parcel pursuant to this Development Contract and the Scheme Description and any development authorisation issued by the relevant planning authority relating to the Community Parcel are obligations of the Developer.
- 4.8. The Developer shall develop the Community Parcel in accordance with the terms and conditions of this Development Contract.

5. Developer's Undertakings

- 5.1. The Developer undertakes to the owners and occupiers from time to time of the Community Lots and to the Corporation that is carrying out the proposed development it will interfere as little as is reasonably practicable with the use and enjoyment by the owners and occupiers of the Community Lots and the Common Property.
- 5.2. The Developer undertakes to the owners and occupiers from time to time of the Community Lots and the Corporation that it will repair or pay the costs of repairing any damage caused by the Developer to a Community Lot or to the Common Property or to any building or other property on any Community Lot or the Common Property.

6. Access to the Community Lots

The Developer, its employees, agents and contractors will obtain access to the Community Lots from 1760 to 1764 Main South Road @ Hafford Hill 5156.

Lots and common property from 1760 to 1764
P&S

7. Obligations on Community Lot Owners and Occupiers

The Corporation and the owners from time to time of the Community Lots shall allow the Developer access and occupation of portions of the Community Parcel from time to time for the purpose of carrying out the development required by this Development Contract.

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Development Contract
Development No. 100/2020/1242
100/ C145/13/001/60961
ART
85

8. Timing of Development Work

The Developer will cause any building work to be carried out on the Community Parcel by its workmen and contractors between Monday and Friday of each week between the hours of 7:00am and 5:30pm and on Saturday between the hours of 7:00am and 4:00pm.

9. Standard of Development

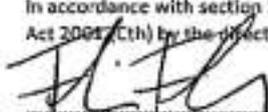
The Developer shall complete the development of the Community Parcel in accordance with the Development Consent. The standard of work to be performed and the materials to be used is to be fair average standard or such higher standard as the Developer in its absolute discretion may determine.

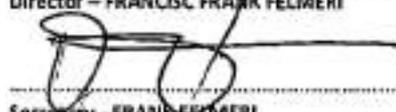
10. Developer's Obligations

- 10.1. It is intended that the Community Parcel will be divided into twenty (20) Primary Community Lots which will be completed in several stages in accordance with development approval.
- 10.2. The Developer intends to complete construction of landscaping within 12 months of commencement of the works and within the time periods specified in the development approvals or granted extensions thereof.

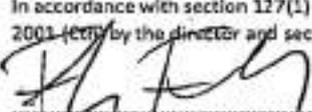
EXECUTION BY DEVELOPER

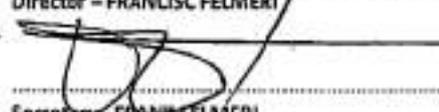
EXECUTED by
FELMERI HOLDINGS PTY LTD
(ACN:163 148 696)
In accordance with section 127(1) of the Corporations
Act 2001 (Cth) by the director and secretary


.....
Director - FRANCISC FRANK FELMERI


.....
Secretary - FRANK FELMERI

EXECUTED by
MARCALEX PTY LTD
(ACN:603 715 868)
In accordance with section 127(1) of the Corporations Act
2001 (Cth) by the director and secretary


.....
Director - FRANCISC FELMERI


.....
Secretary - FRANK FELMERI

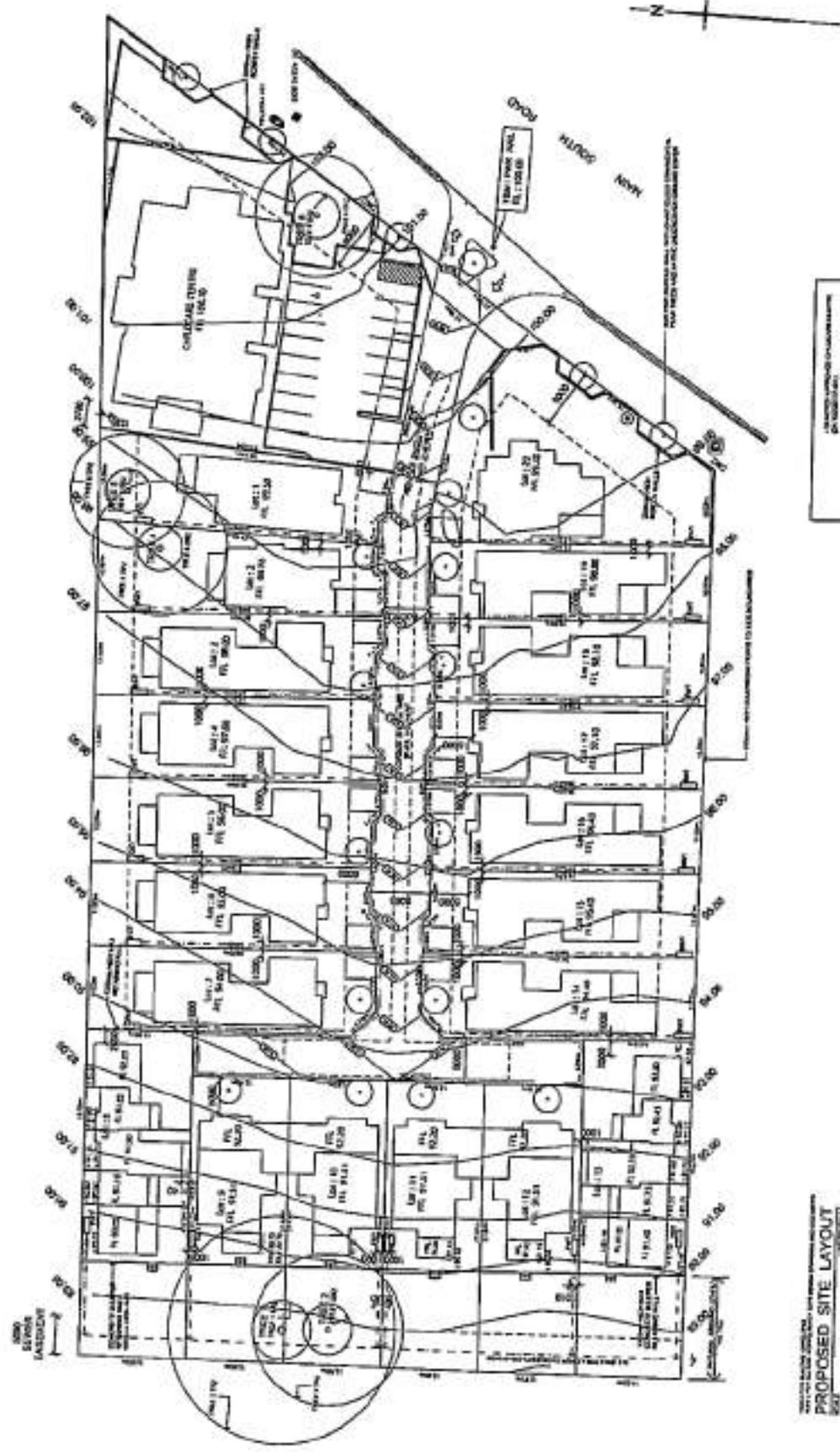
TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Development Contract
Development No. 100/C145/13/001/60961

Annexure A

LOCATION OF PROPOSED DWELLINGS

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PROPOSED SITE LAYOUT
 10/20/2021

ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
 ALL DIMENSIONS TO BE CHECKED ON SITE BEFORE COMMENCING WORK
 ALL DIMENSIONS TO BE CHECKED ON SITE BEFORE COMMENCING WORK

PROPOSED DEVELOPMENT FOR NEW RESIDENCES
 AT: LOTS 75, 76 & 77 MAIN SOUTH ROAD, O'HALLORAN HILL
 FOR: FELMERI HOMES

AREAS:

AS SHOWN

DATE: JUN 2018 DRAWN BY: [REDACTED] 4732, 15' X

BUILDER:



M. C. NOBLE
 BUILDINGS DESIGNERS
 209 OLD SOUTH RD OLD SYBILLA INDIANA 47321-1107
 PH: 317-765-1107 FAX: 317-765-1107
 INFO: www.mcnoblebuildings.com

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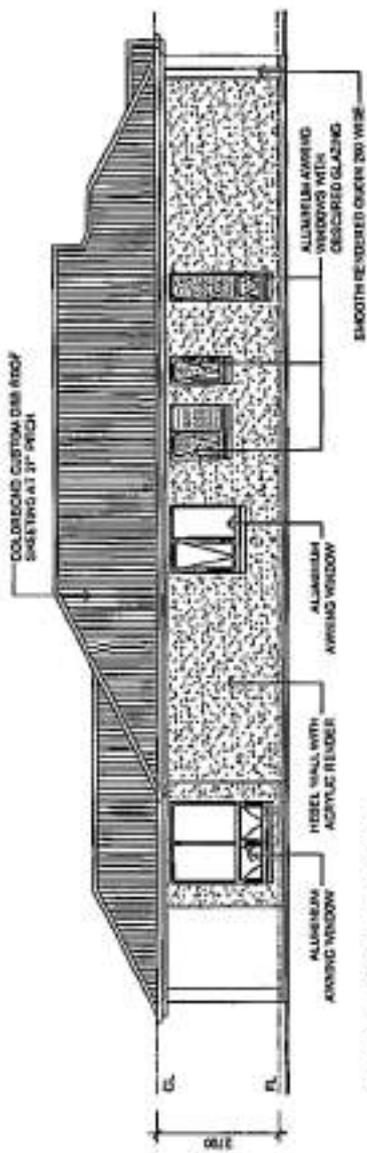
TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Development Contract
Development No. 100/C145/13/001/60961

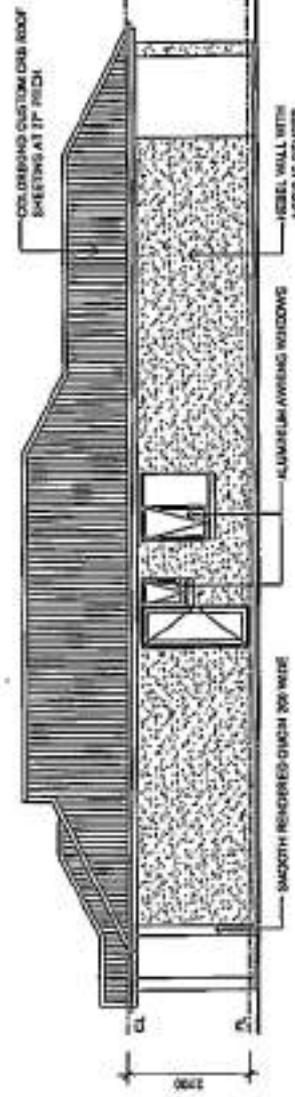
Annexure B

DESIGN DETAILS AND LANDSCAPING

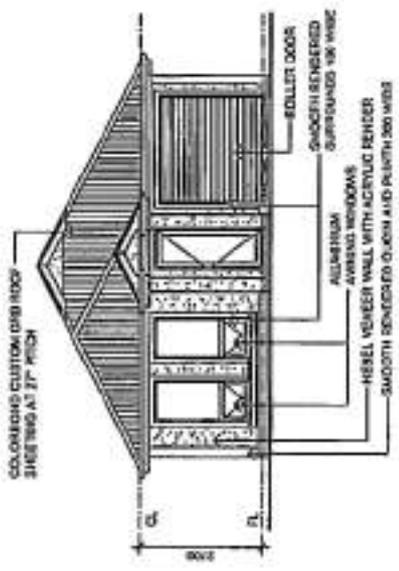
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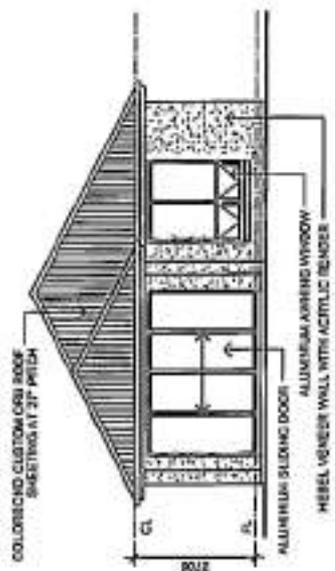
SIDE ELEVATION
SCALE 1 TO 100



SIDE ELEVATION
SCALE 1 TO 100



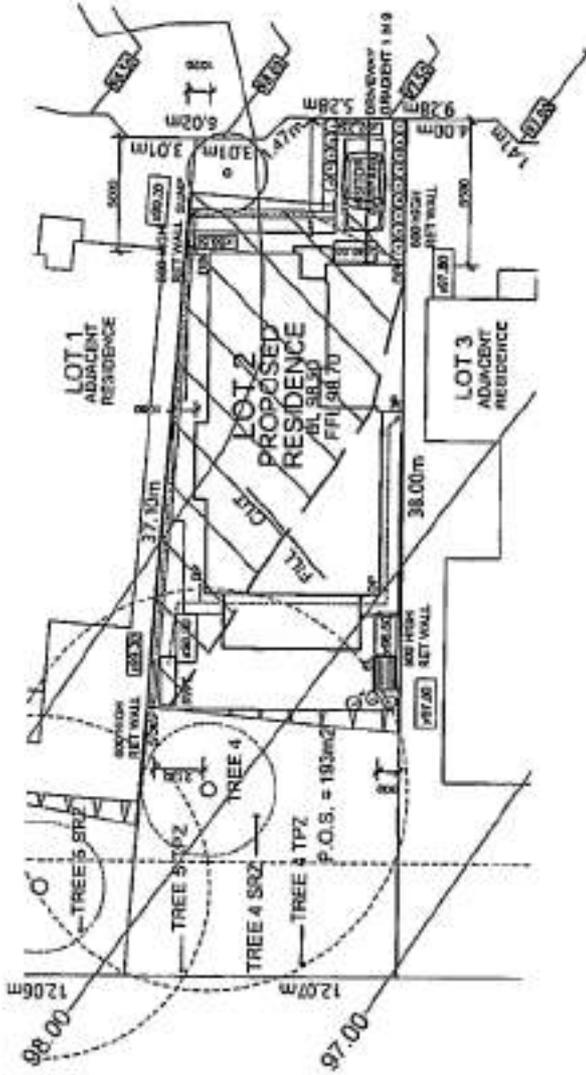
FRONT ELEVATION
SCALE 1 TO 100



REAR ELEVATION
SCALE 1 TO 100

		SHEET NO. 1000 DATE SEP. 15 03
PREPARED FOR MR & MRS JAMES LOT 1 (100) HERR SOUTH ROAD O'KALLIBRAH HILL	ARCHITECTS	DRAWING NO. 1000 DATE SEP. 15 03

Z



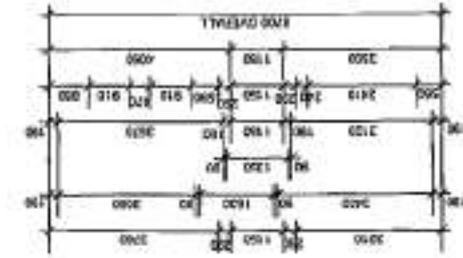
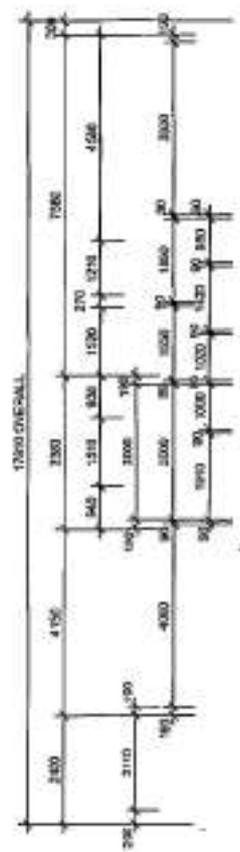
LANDSCAPE SCHEDULE

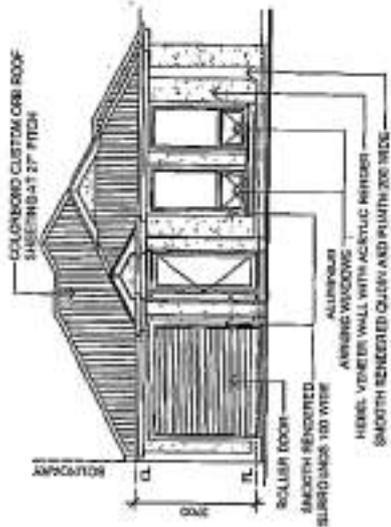
- SHRUBS**
1. DODONAEA
 2. VIBURNUM THUNBERGII
 3. YUCCA GLAUCA
 4. TEMPALETONIA MELISSA
- GROUND COVERS**
5. LOTUS BERNHARDTII
 6. MYOPORUM
- TREES**
7. CHARITAEUM ORNAMENTALE PLUM TREES
- NOTES**
- 1. DENOTES 200L TRASH WATER TANK TO BE PLACED TO THE COLD WATER OUTLET IN LAUNDRY WITH OVERFLOW TO CONNECT TO UTILITY WATER SYSTEM REFER TO DRAINAGE DRAWINGS FOR FINAL LOCATION
 - 2. MAINLINE ELECTRIC LINE
 - 3. 600 PVC DOWNPIPE
 - 4. 300mm SQ. DRAIN WITH SPOON DRUM

SITE PLAN
SCALE: 1 TO 200

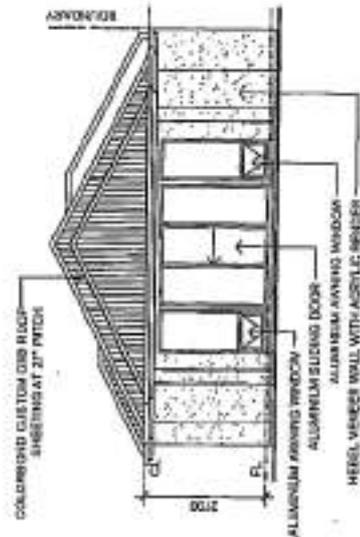
<p>PROPOSED RESIDENCE FOR: NAME: FELMER HOPE'S ADDRESS: LOT 2 (TREE) MAIN SCOUR ROAD FRALLURAN HILL</p>	<p>DRAWING TITLE: SITE PLAN</p>		<p>DATE: 15/11/18</p>	<p>SCALE: 1:200</p>	<p>BY: [Signature]</p>	<p>CHECKED: [Signature]</p>	<p>DATE: 15/11/18</p>
			<p>PROJECT NO: [Blank]</p>	<p>CLIENT: [Blank]</p>	<p>PROJECT: [Blank]</p>	<p>DATE: [Blank]</p>	<p>SCALE: [Blank]</p>

AREAS :
 INDIVIDUAL SITE : 402 m²
 LIVING : 100.88 m²
 GARAGE : 21.67 m²
 TERRACE : 13.00 m²
 PORCH : 2.52 m²
 TOTAL : 138.07 m²
 SITE COVERAGE : 48% 183 m²
 PRIVATE OPEN SPACE : 48% 183 m²

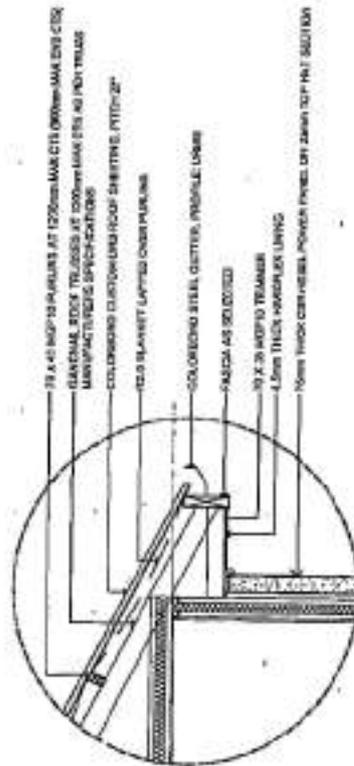




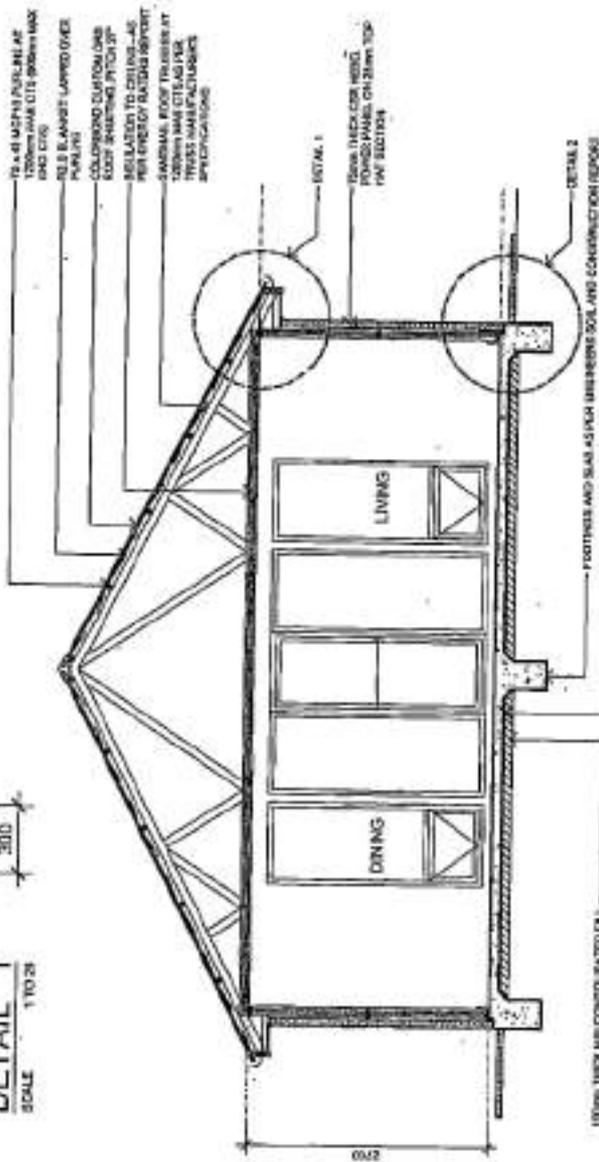
FRONT ELEVATION
SCALE 1 TO 100



REAR ELEVATION
SCALE 1 TO 100

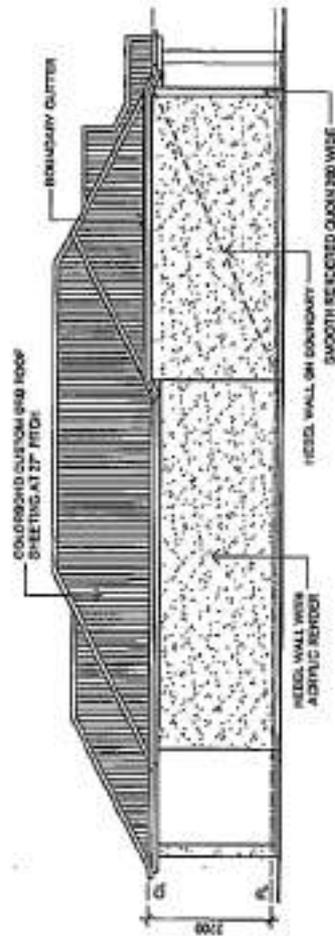


DETAIL 1
SCALE 1 TO 25

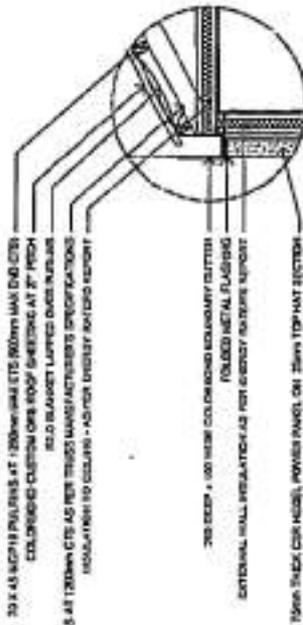


SECTION A-A
SCALE 1 TO 10

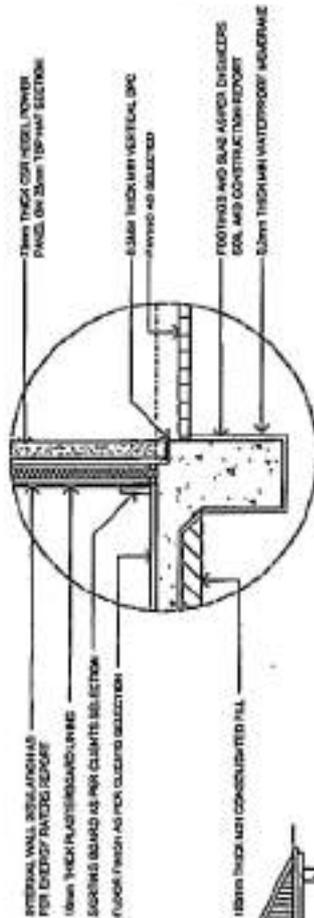
PREPARED FOR: MR FELMER HOMES 4/2004 LOT 2 LIVED HAIN SOUTH ROAD STYALORAN HILL	DRAWN BY: ELEVATIONS & SECTION DETAILS ARCHITECT		
		SHEET NO. 10 SHEET TOTAL 10	DATE 10/10/04



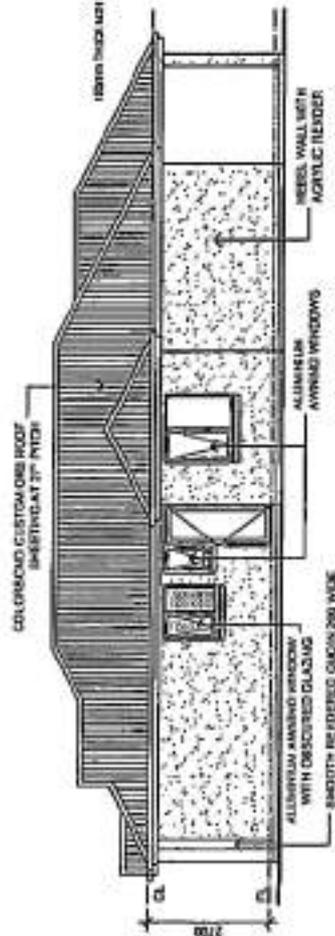
SIDE ELEVATION
SCALE 1 TO 100



BOUNDARY GUTTER DETAIL
SCALE 1 TO 20

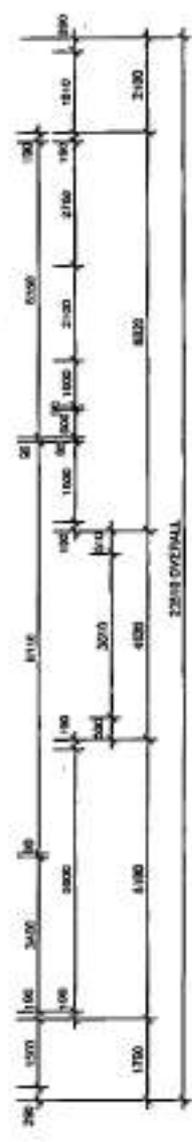
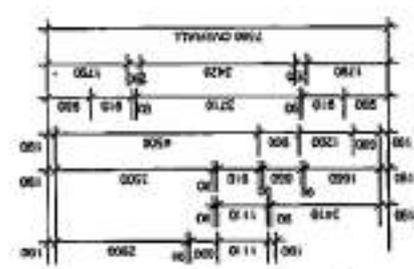
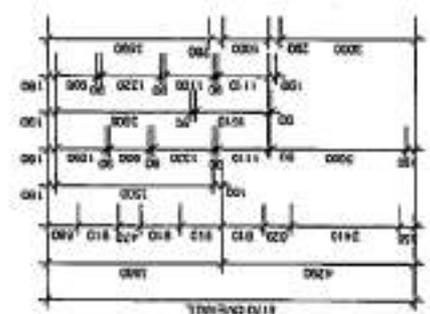
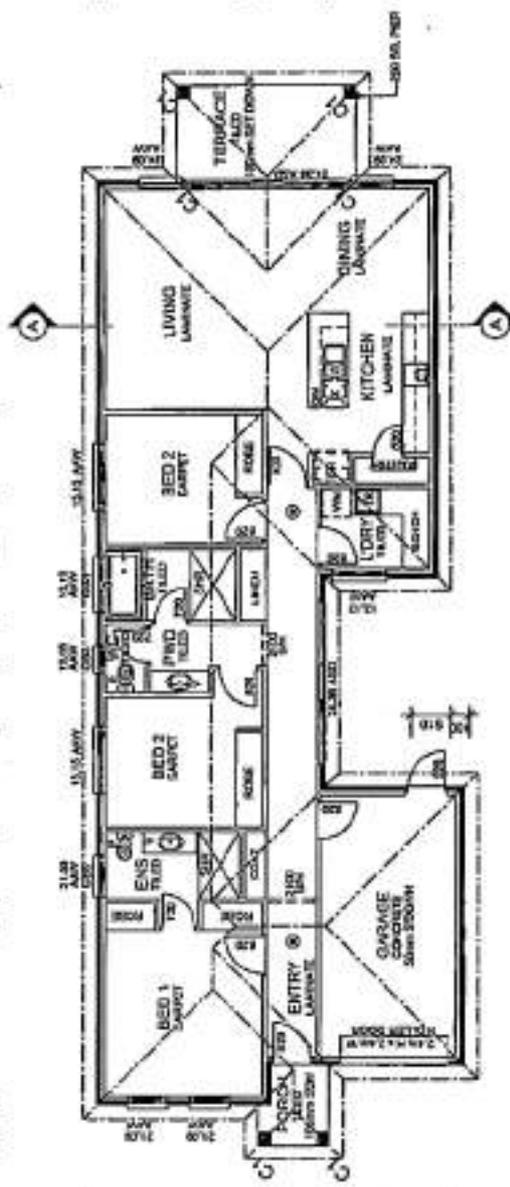


DETAIL 2
SCALE 1 TO 20



SIDE ELEVATION
SCALE 1 TO 100

<p>PROPOSED RESIDENT FOR: MR & MRS FLYNN LOT 2 JUREE HAIN SOUTH ROAD DUNDEE</p>	<p>ISSUED FOR: ELEVATIONS & SECTION DETAILS</p>	<p>DATE: 15/09/19 SCALE: 1:100 DRAWN: [Signature] CHECKED: [Signature] DATE: 15/09/19 SCALE: 1:100 DRAWN: [Signature] CHECKED: [Signature]</p>
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GENERAL NOTES:

- 1. PROVIDE CEILING MOUNTED SMOKE DETECTORS WITH BATTERY BACKUP AS PER AS/NZS 3785:1995 SMOKE ALARMS
- 2. ALL DETECTORS TO BE INTERCONNECTED
- 3. FULL HEIGHT CONTROL JOISTS - LOCATION AND GUT ALL BY ENGINEER
- 4. 20 LITRE 1.5 GAS CYLINDERS - DETAILS BY MANUFACTURER
- 5. TERRACE TO HAVE TERRACE FLOORING IN AREA SPECIFIED BY OWNER
- 6. ALL VET AREAS TO BE BUILT IN ACCORDANCE WITH THE AUSTRALIAN STANDARD AS/NZS 4455:2003
- 7. ALL VET AREAS TO BE BUILT WITH REINFORCED CONCRETE
- 8. ENERGY EFFICIENCY REPORT BY EEA SPECIFICATION
- 9. STAIRING BATTERY LIGHTING THROUGHOUT - (S1) - ALL DOWNLIGHTS ARE TO HAVE ADJUSTABLE COVERS
- 10. ALL EXHAUST FANS TO HAVE BRANDS

AREAS:

INDIVIDUAL SITE:	411 m ²
LIVING:	124.58 m ²
GARAGE:	19.71 m ²
TERRACE:	8.40 m ²
PORCH:	2.53 m ²
TOTAL:	155.27 m²

SITE COVERAGE: 40 %
PRIVATE OPEN SPACE: 24% 106 m²

FLOOR PLAN
SCALE 1:100



PROPOSED RESERVE FOR ELECTRICITY METER	RESERVE FOR ELECTRICITY METER	RESERVE FOR ELECTRICITY METER	RESERVE FOR ELECTRICITY METER
LOT 3 11800 HARRIS SMITH ROAD WALLAROBRA WA			

LANDSCAPE SCHEDULE

SHRUBS

1. ACERIA
 2. BERGAMOT TRILL
 3. WESTRINGIA
 4. TOMMYLATORIA RETUSA
- GROUND COVERS
5. LOTUS BERTHOUDII FT
 6. ANTIPODAN

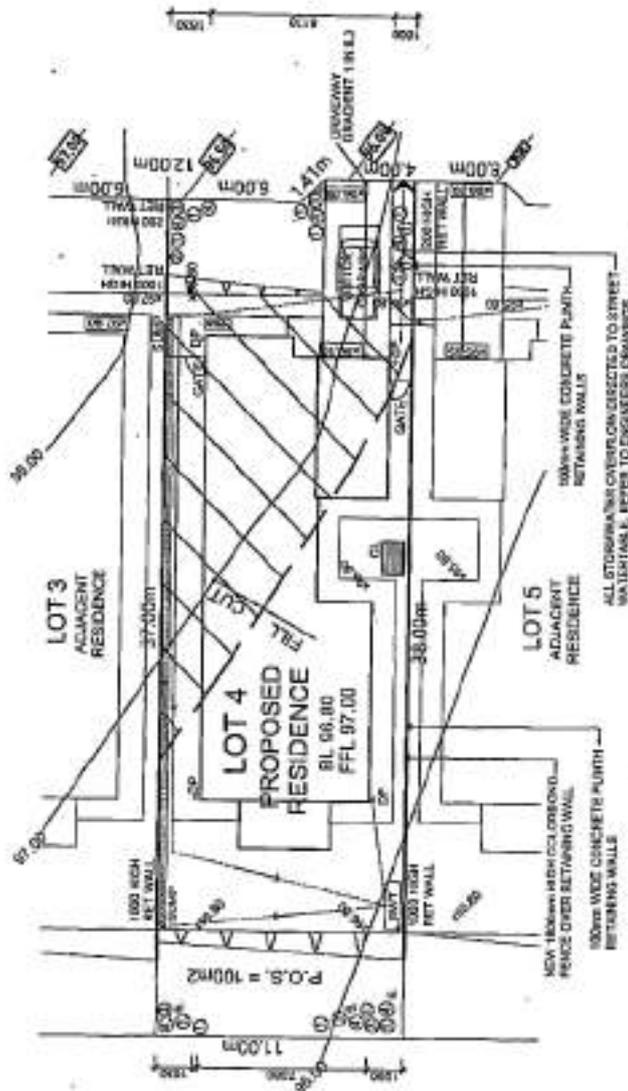
TREES

7. CHARIVOLEE ORNAMENTAL PEACH TREES

DEMONSTRATE 200mm TO 250mm WATER TANK TO BE PLACED TO WC AND COLD WATER OUTLET IN LAUNDRY WITH OVERFLOW TO CONNECT TO EXISTING WATER SYSTEM REFER TO ENGINEERING DRAWINGS FOR FINAL LOCATION

PARALINE CLOTHES LINE

125P 200 PVC DRAINPIPE



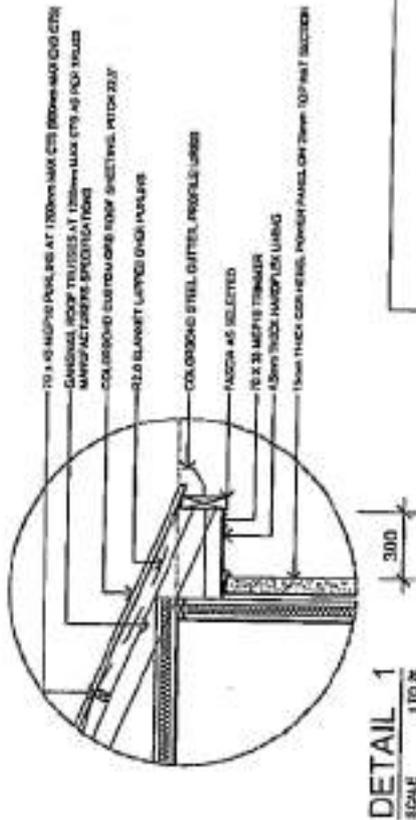
PROPOSED SITE PLAN

SCALE 1 TO 200

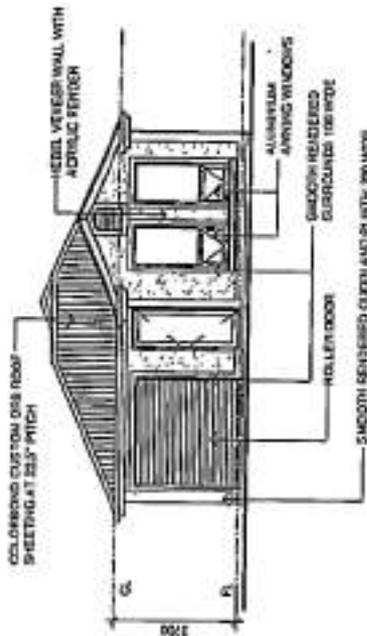
<p>ALL TITLE PROPOSED RESIDENCE FOR ROAD FELMER HOMES ADDRESS LOT 4, 17001 MAIN SOUTH ROAD STALLION HILL</p>	<p>OWNER TITLE SITE PLAN</p>	<p>PREPARED BY</p>	<p>DATE</p>	<p>SCALE</p>	<p>DATE</p>	<p>BY</p>	<p>NO.</p>	<p>REVISED</p>	<p>DATE</p>	<p>BY</p>	<p>NO.</p>
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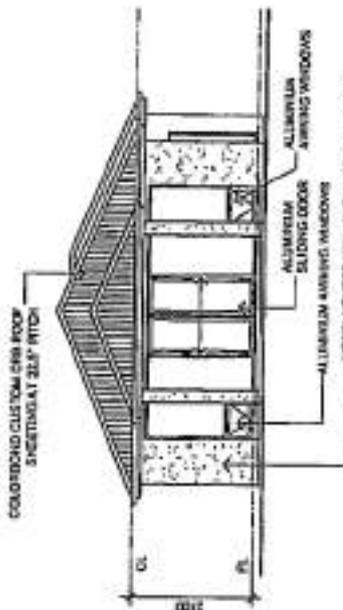
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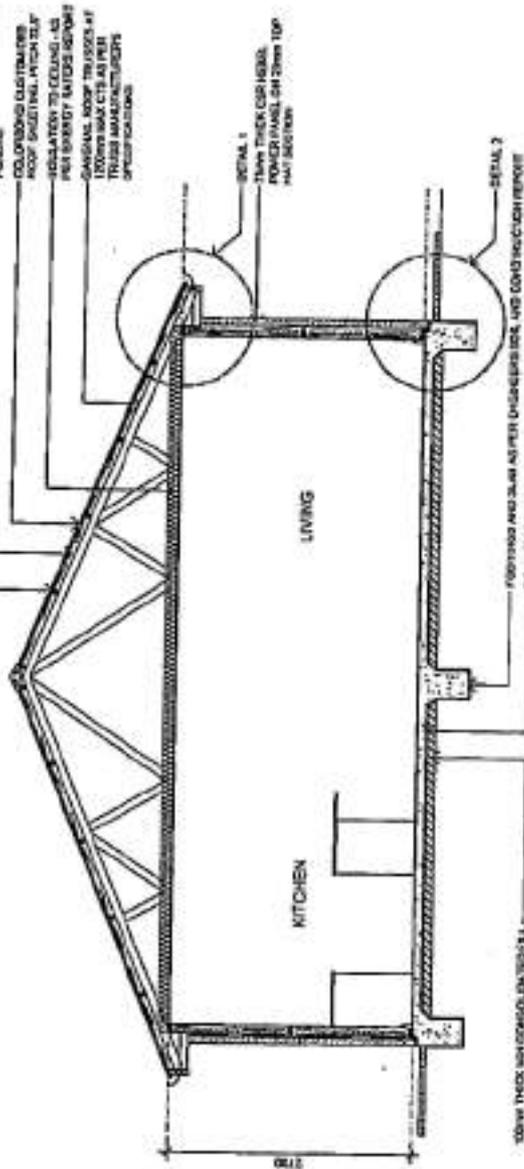
DETAIL 1
SCALE 1 TO 2



FRONT ELEVATION
SCALE 1 TO 100



REAR ELEVATION
SCALE 1 TO 100



SECTION A-A
SCALE 1 TO 50

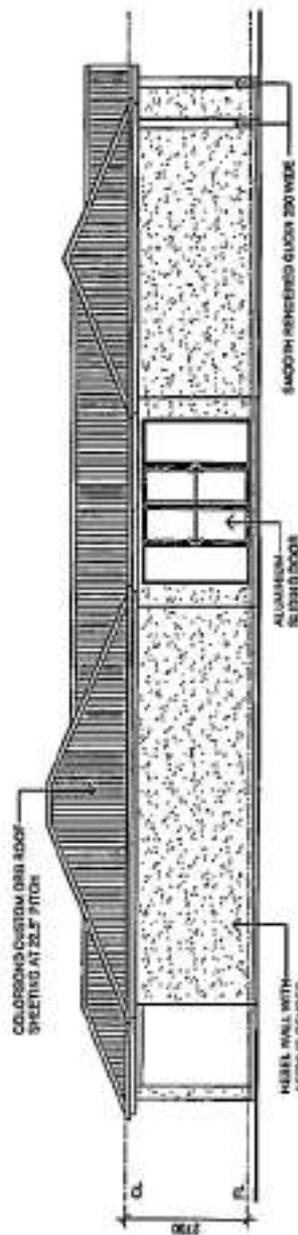
88111
PROPOSED RESIDENCE FOR:
NAME:
FELMER HOMES
ADDRESS:
LOT 4, 5700 PEARL SOUTH ROAD
STYALLENBARK VILL.

DRAWN BY:
ELEVATIONS & SECTION DETAILS

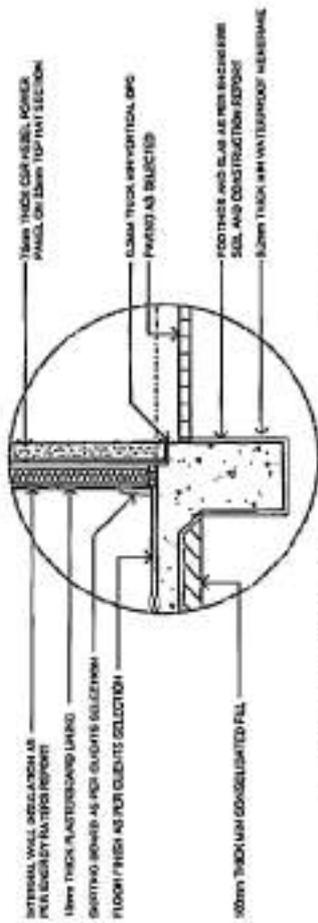
PROJECT:

PROVISIONS ARE TO BE MADE FOR ALL NECESSARY SERVICES AND UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE STANDARDS AND REGULATIONS. THE CLIENT IS ADVISED THAT THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF ANY SERVICES OR UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE STANDARDS AND REGULATIONS.

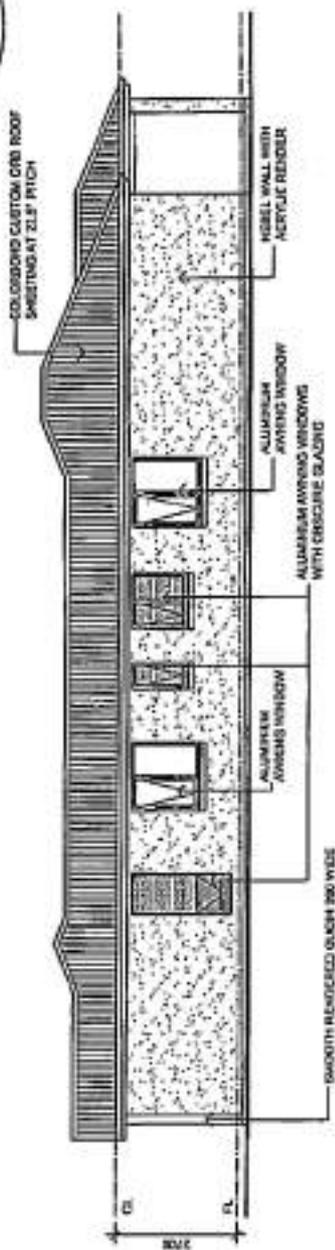
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SHEET NO: A3
SCALE: 1:50
SHEET NO: A3



SIDE ELEVATION
SCALE 1 TO 100



DETAIL 2
SCALE 1 TO 20

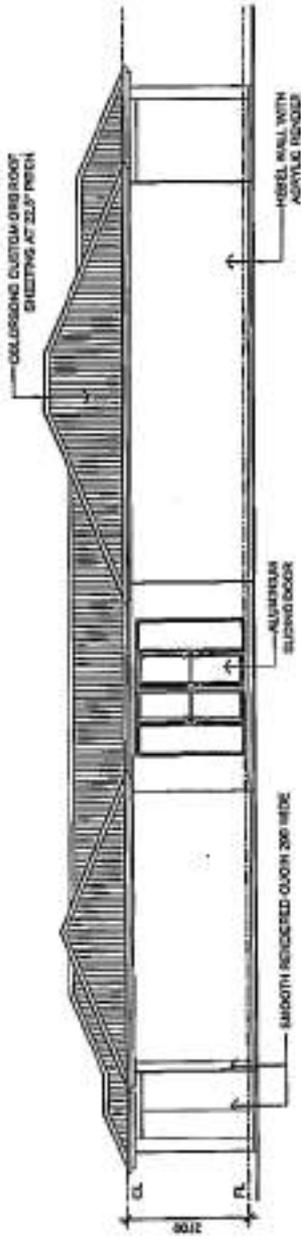


SIDE ELEVATION
SCALE 1 TO 100

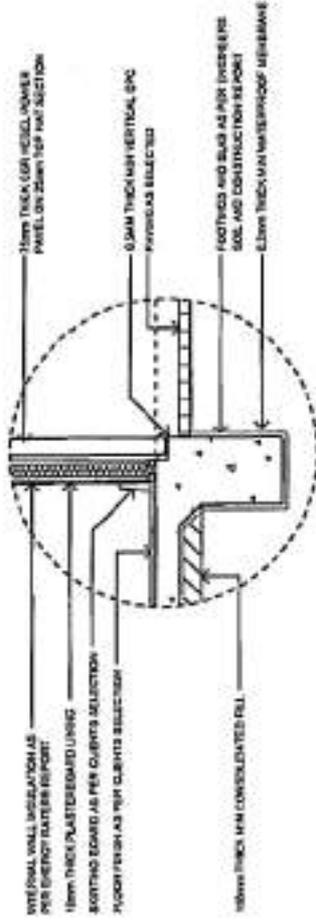
PREPARED FOR: PROPOSED REDEVELOPER FOR 1000 FELMERI HOMES ADDRESS: LOT 1, 177001 HURR SOUTH ROAD, CHALLABRAY HILL	DRAWING TITLE: ELEVATIONS & SECTION DETAILS	DRAWING NO: 1555-PJ-010701	DATE: 07/01/20	SCALE: A3	SHEET NO.: A3	TOTAL SHEETS: 11
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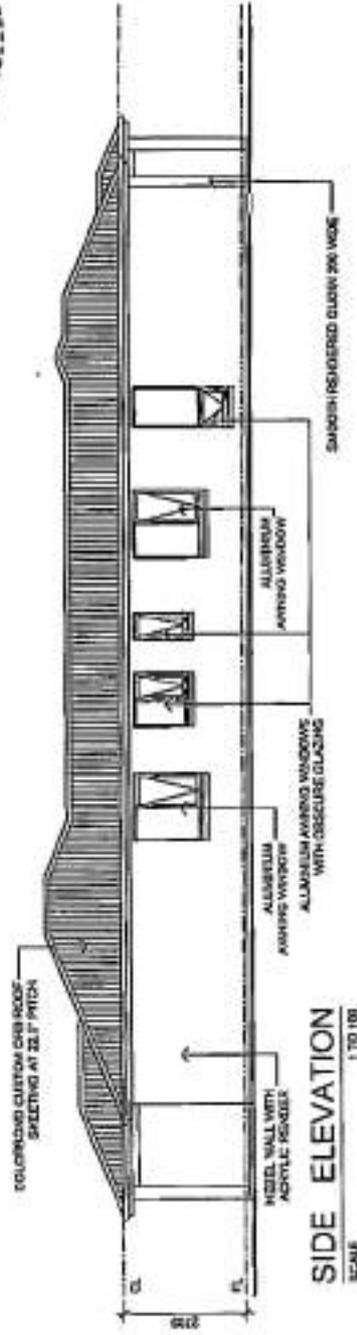
I, the undersigned, being a duly qualified Architect and being duly sworn, depose and say that the drawings, specifications and conditions of contract herein are true and correct to the best of my knowledge and belief, and that I am a duly qualified Architect and am duly sworn.



SIDE ELEVATION
SCALE 1 TO 100



DETAIL 2
SCALE 1 TO 20

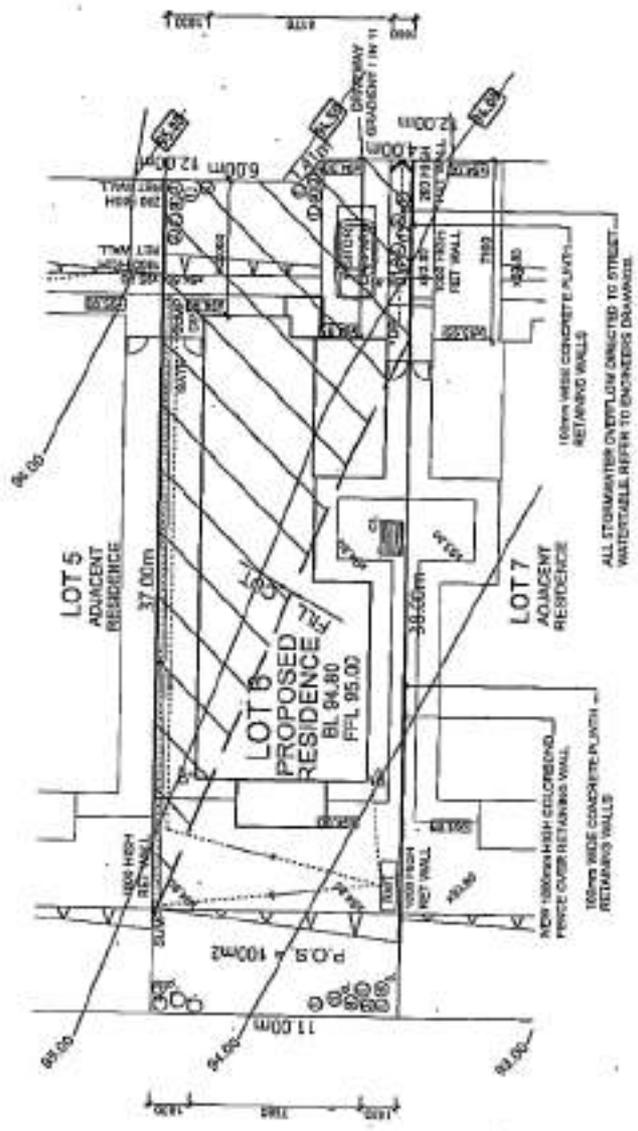


SIDE ELEVATION
SCALE 1 TO 100

<p>PROPOSED RESERVE FOR: GIB FELMERI HOUSE ADDRESS: LOT 5 (1000) PIAN SOUTH ROAD (SHALLORIAN HILL)</p>	<p>INDICATED ELEVATIONS & SECTION DETAILS</p>	<p>DATE: 10/01/2024</p>	<p>CONTRACTOR TO BE ADVISED BY CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL COUNCIL AND OTHER RELEVANT AUTHORITIES. ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE RELEVANT REGULATIONS AND STANDARDS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p> <p>DATE: 10/01/2024 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: [Number]</p>
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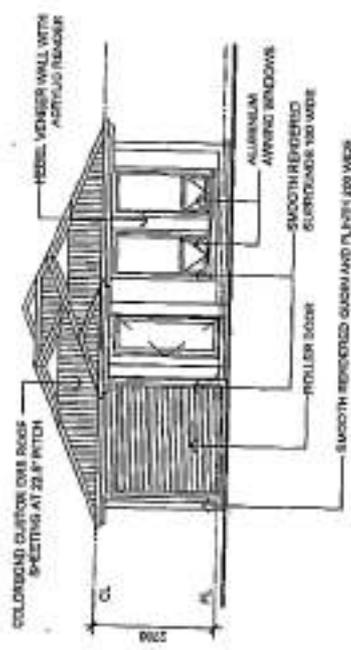
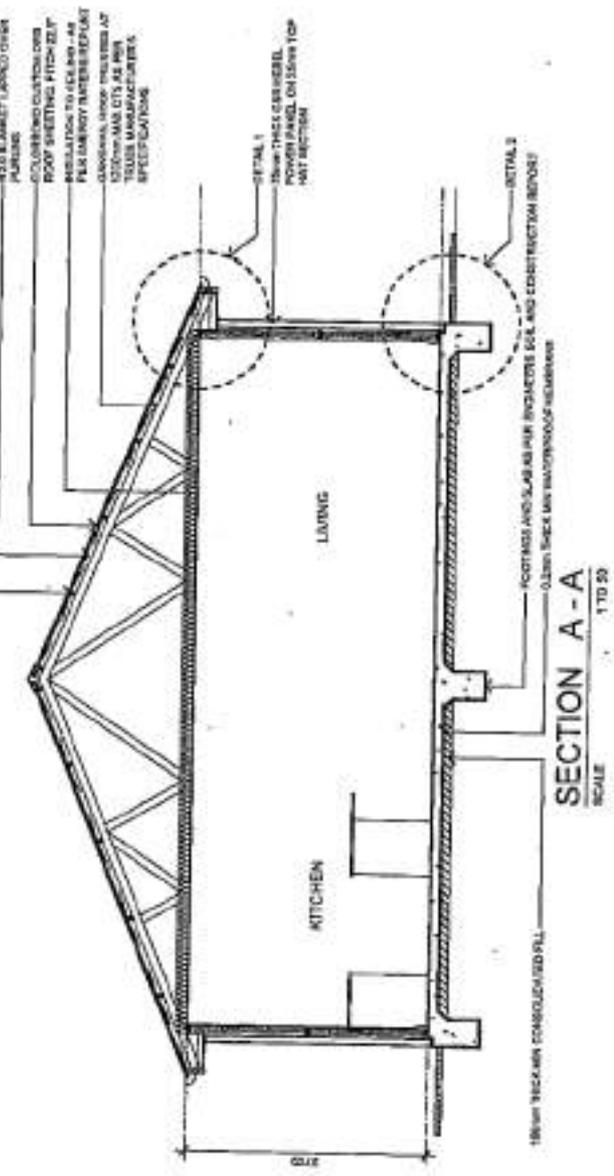
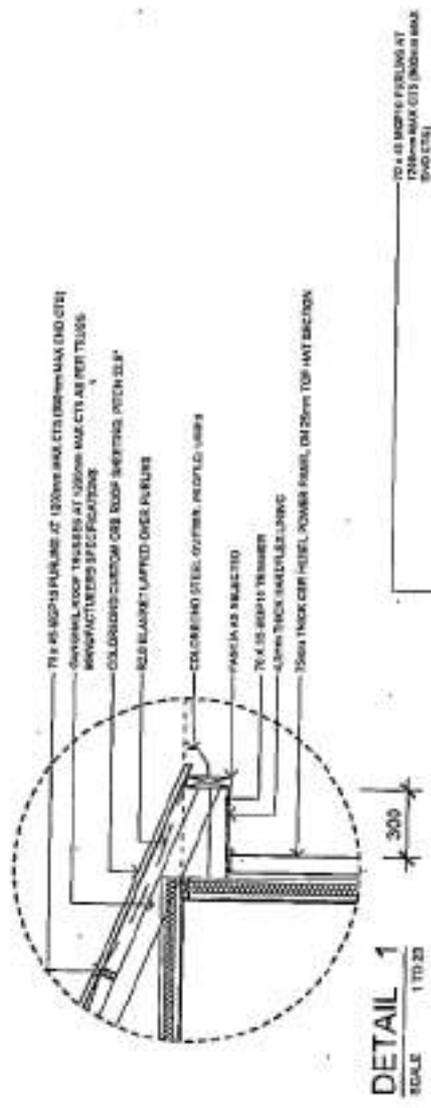


LANDSCAPE SCHEDULE

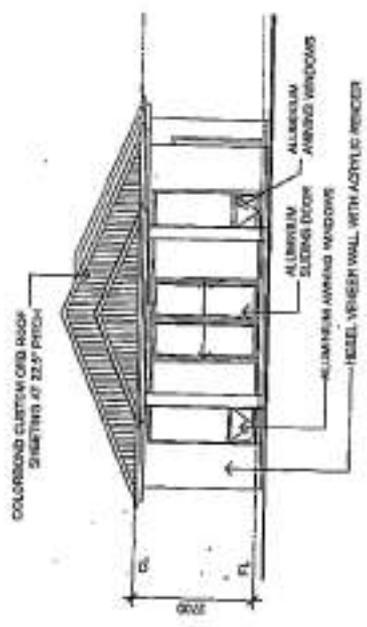
- SHRUBS**
1. COCCINIA
 2. VIBURNUM TULSII
 3. WESTRINGIA
 4. TRAPALATHIA RETUSA
- GROUND COVERING**
5. LOTUS RHYNTHOLITIS
 6. MYRTILLARIA
- TREES**
7. CHARITOLEA ORNAMENTAL PEAR TREES
- NOTES**
- ENGINEER 2000LITRE RAIN WATER TANK TO BE PLACED TO VIC AND COLD WATER OUTLET IN LAKEMOUNT WITH OVERFLOW TO CONNECT TO STORM WATER SYSTEM REFER TO ENGINEER'S DRAWINGS FOR FINAL LOCATION
- LEGEND**
- DRY (Symbol)
 - CL (Symbol) FINISHING CLOTHES LINE
 - 0.1P (Symbol) 100 PVC DOWNPIPE

PROPOSED SITE PLAN
SCALE 1:1000

<p>DATE: 11/03/2010 PROJECT: PROPOSED RESIDENCE FOR CLIENT: FELMER HOMES ADDRESS: LOT 6 DINGH PARR SOUTH ROAD DUNEDIN HILL</p>	<p>ISSUE: 1/11 SITE PLAN</p>	<p>REVISIONS</p>	<p>Felmeri HOMES</p>
<p>DESIGNED BY: [Name] CHECKED BY: [Name] DRAWN BY: [Name] DATE: 11/03/2010</p>	<p>SCALE: 1:1000 DATE: 11/03/2010</p>	<p>PROJECT NO: [Number] SHEET NO: [Number]</p>	<p>DATE: 11/03/2010</p>

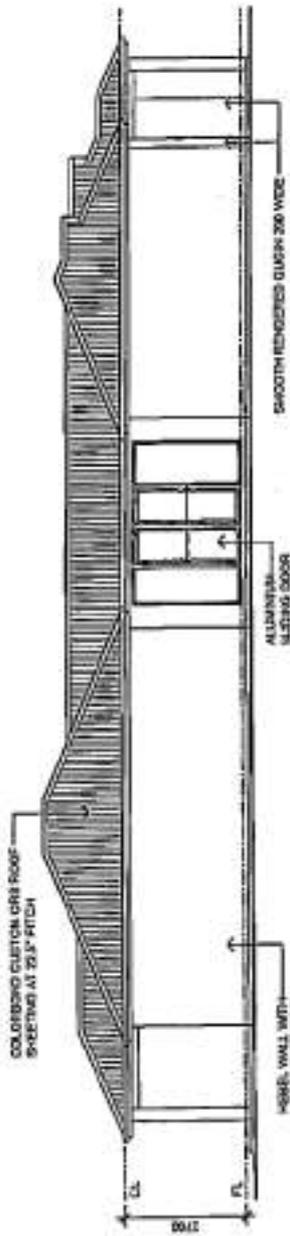


FRONT ELEVATION
 SCALE 1 TO 100

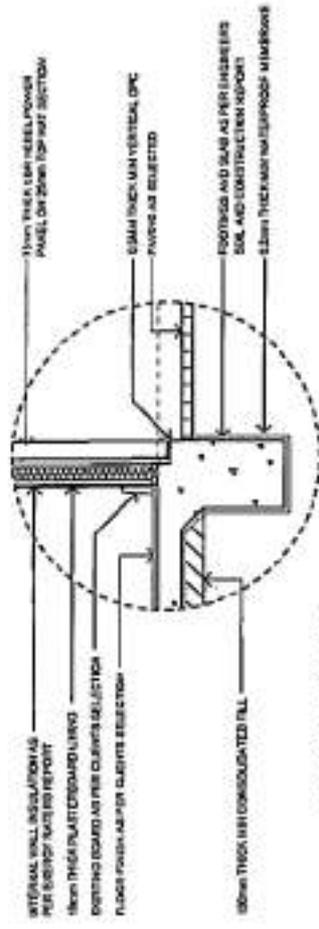


REAR ELEVATION
 SCALE 1 TO 100

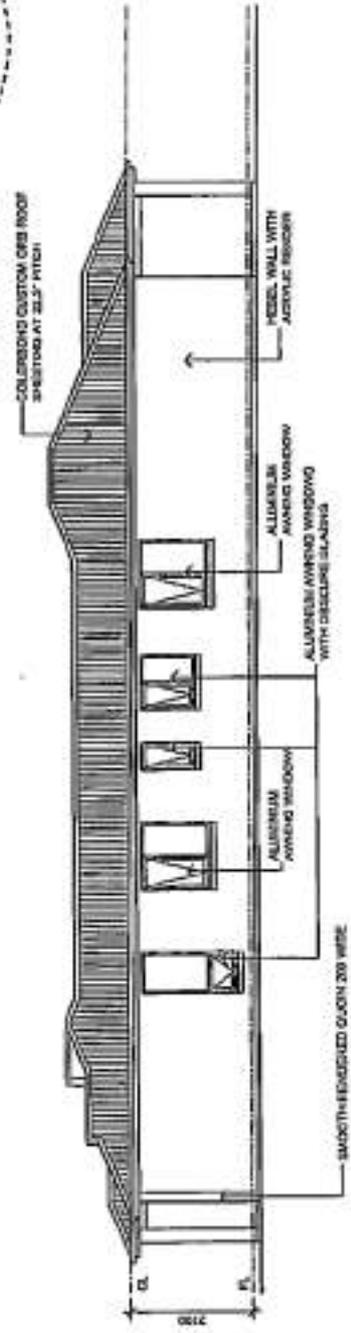
AS PER PROPOSED RESIDENTIAL FOR- MATION FELPER HOMES 4000 LOT 4 OTHER PHASE SOUTH ROAD DUNDAS HILL	PRELIMINARY ELEVATIONS & SECTION DETAILS	APPROXIMATE DIMENSIONS		
			PREPARED BY: ARCHITECT DATE: 15/09/2019 DRAWING NO: SEP 19 A3	CHECKED BY: ARCHITECT DATE: 15/09/2019 DRAWING NO: SEP 19 A3



SIDE ELEVATION
SCALE 1 TO 300

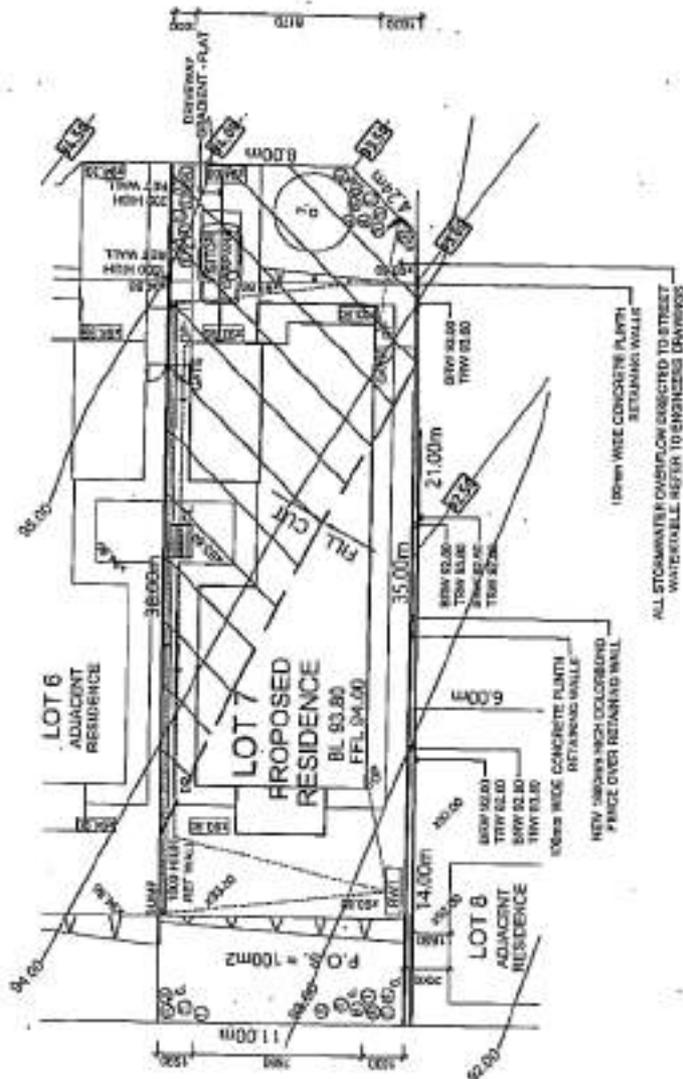


DETAIL 2
SCALE 1 TO 30



SIDE ELEVATION
SCALE 1 TO 100

FOR THE PROPOSED RESIDENCE FOR: NAME: FELMERI HOMES ADDRESS: LOT 6 102ND HIGH SOUTH ROAD (THALORAN HILL)	DRAWING TITLE: ELEVATIONS & DETAIL DETAILS	WORKSHEET NO: 1. (see page 04 of 04)	DATE: 18.07.20	SET NO: A3	SHEET NO: 00000	SCALE: A3	DRAWN BY: SP	CHECKED BY: SP	PROJECT NO: USA-19-00000	



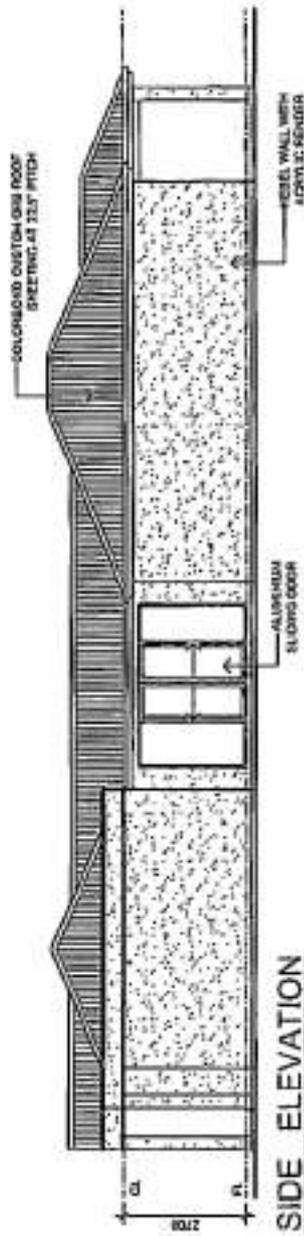
LANDSCAPE SCHEDULE

- SYMBOLS
1. STIGMA
 2. YERBANYI FINIS
 3. VERTICILLA
 4. TEMPLETONIA RETUSA
- GROUND COVERS
1. LOTUS BENTHOULETTI
 2. PROPORUM
- TREES
1. CHARITULEK ORNAMENTAL PEAR TREES
- IS NOTES 2000L IS RAINWATER TANK TO BE PLACED TO WC AND COLD WATER DUCTS IN LAUNDRY ROOM OVERFLOW TO CONNECT TO STORM WATER SYSTEM REFER TO ENGINEER'S DRAWINGS FOR FINAL LOCATION
- SYMBOLS
- SHY
 - ▣ PAVING CUTTINGS LINE
 - SP 100 PVC DOWNPIPE

PROPOSED SITE PLAN

SCALE 1 TO 200

<p>ALL INFORMATION IS TO BE USED AS A GUIDE ONLY. FELMERI IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CLIENT ACCEPTS FULL RESPONSIBILITY FOR THE ACCURACY OF ALL INFORMATION PROVIDED. FELMERI IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CLIENT ACCEPTS FULL RESPONSIBILITY FOR THE ACCURACY OF ALL INFORMATION PROVIDED.</p>	<p>DATE: 2014/05/14 DRAWN: [Name] CHECKED: [Name] SCALE: 1:200 SHEET NO: 1/1</p>
<p>PROPOSED RESIDENCE FOR [Name] [Name] FELMERI HOMES ADDRESS: LOT 7 (1000) MAIN SOUTH ROAD MALLORAH HILL</p>	<p>DATE: 2014/05/14 DRAWN: [Name] CHECKED: [Name] SCALE: 1:200 SHEET NO: 1/1</p>



SIDE ELEVATION
SCALE 1 TO 50

COLORBOND CUSTOM GIB ROOF SHEETING AT 22.5°
DANGEROUS ROOF TREKES AT 1200mm MAX CTS AS PER TRADE
MANUFACTURER'S INSTRUCTIONS

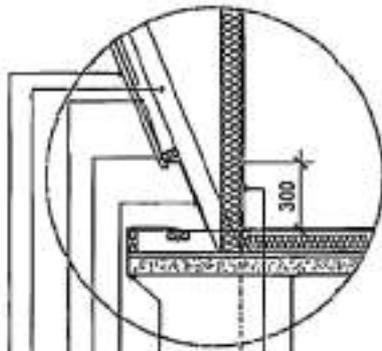
R-2 SLANETS LAPPED OVER PACKING

38 x 43 W/CTS PULLING AT 1200mm MAX CTS (800mm MAX END CTS)

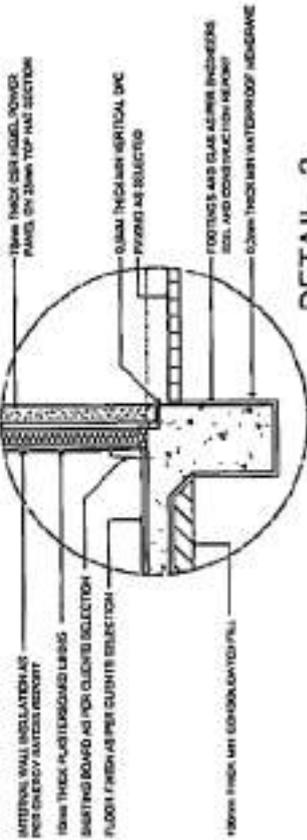
300mm WIDE BOX GUTTER ON 20mm CENTER BEAMS WITH 10mm
SLUMP, SUPPORTED VIA GALV STRAKE AT 600mm MAX CTS.

FOLDED METAL FLASHING

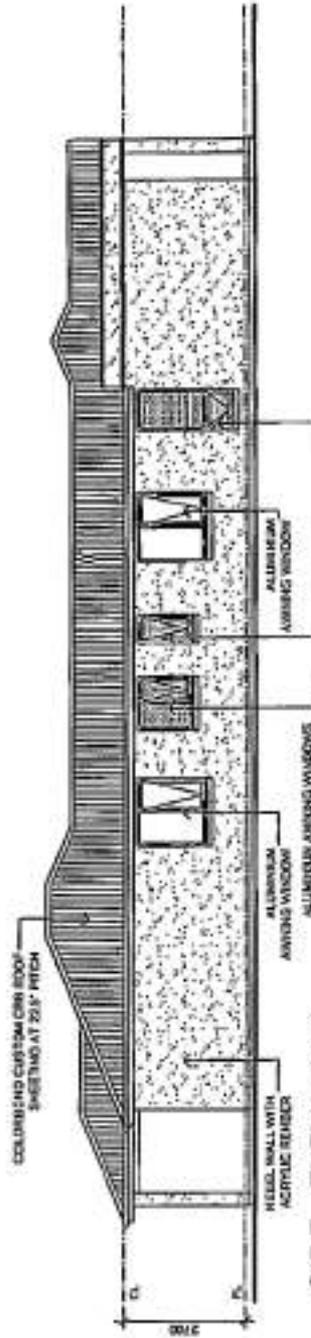
120mm THICK CSR INSUL. PRIMER PANEL OR 20mm TOP HAT SECTION



BOX GUTTER DETAIL
SCALE 1 TO 20



DETAIL 2
SCALE 1 TO 20



SIDE ELEVATION
SCALE 1 TO 100

PROPOSED RESIDENCE FOR
MARTIN
FELTNER HEPPES
ADDRESS
1601 TULLOCH ROAD SOUTH ROAD
DUNEDIN

FRAMING &
ELEVATIONS &
SETBACK DETAILS

CONTRACT

UNLESS NOTED OTHERWISE ALL WORK SHALL BE IN ACCORDANCE WITH THE NEW ZEALAND BUILDING CODE (NZBC) AND THE NEW ZEALAND BUILDING REGULATIONS (NZBR). THE CLIENT IS ADVISED THAT THE CONTRACTOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DOCUMENT.

DATE: 01/09/2021

SCALE: 1 TO 100

PROJECT: 1601 TULLOCH ROAD SOUTH

DATE: 01/09/2021

SCALE: 1 TO 100

PROJECT: 1601 TULLOCH ROAD SOUTH

DATE: 01/09/2021

SCALE: 1 TO 100

PROJECT: 1601 TULLOCH ROAD SOUTH

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PROJECT: 1601 TULLOCH ROAD SOUTH

DATE: 01/09/2021

SCALE: 1 TO 100

PROJECT: 1601 TULLOCH ROAD SOUTH

DATE: 01/09/2021

SCALE: 1 TO 100

PROJECT: 1601 TULL

LANDSCAPE SCHEDULE

SHRUBS

1. BOENHA
2. VERNONIA ENSE
3. VICTORIANA
4. TEMPLETONA SELISA

GRASS COVER

1. LOTUS ESTROULETTI
2. HYPOCHOERIS

TREES

1. QUARTULBER ORNAMENTAL PEAR TREES

DELETED 200L OR 300L WATER TANK TO BE PLUMBED TO W/C AND COLD WATER OUTLET IN LAUNDRY WITH OVERFLOW TO CONNECT TO STRAW WATER SYSTEM REFER TO ENGINEERS DRAWINGS FOR FINAL LOCATION

PAVING CLUTCH LINE

0.0P 500 PAC DOWNPIPE

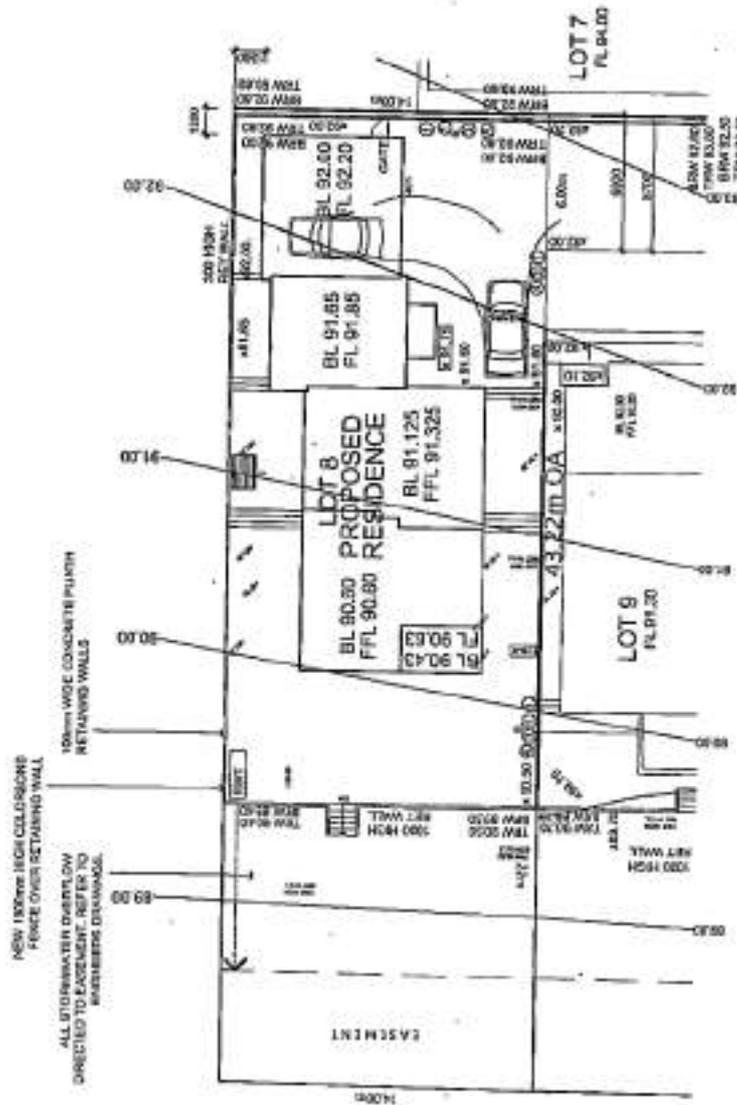
GENERAL NOTES:

1. INCREASED CEILING HEIGHTS ABOVE DETECTORS WITH BATTERY BACKUP AS PER A.S. 2001 FIRE SMOKE ALARM ALL DETECTORS TO BE INTERCONNECTED
2. FULL HEIGHT CONTROL JOISTS - LOCKING AND DETAILS IN ARCHIVES
3. 80 x 80 x 300 COLUMNS - DETAILS BY ENGINEER
4. TERRAZZO TREATMENT TO INCLUDE H.S.G.A. OTHER SURFACES
5. ALL NEW AREAS TO BE BUILT IN ACCORDANCE WITH THE AUSTRALIAN STANDARD A.S. 2001 FOR CONSTRUCTION OF NEW AND EXISTING RESIDENTIAL BUILDINGS
6. ENERGY EFFICIENT REPORT: ASBA PREDICTION
7. STANDARD BATTERY LIGHTING THROUGHOUT - OR - ALL DOWNLIGHTS ARE TO HAVE INDEPENDENTLY CONTROLLED
8. ALL EXHAUST FANS TO HAVE DAMPERS

AREAS:

INDIVIDUAL SITE:	634 m ²
LIVING:	133.13 m ²
GARAGE:	38.33 m ²
POORROOM:	2.61 m ²
TERRACE:	7.53 m ²
TOTAL:	172.00 m ²

SITE COVERAGE: 29 %
PRIVATE OPEN SPACE: 43% 274 m²



PROPOSED SITE PLAN
SCALE: 1:10.00

PROPOSED RESIDENCE FOR:
BL 90.30
FL 90.80
FELMER HOMES
ADDRESS:
LOT 8 1000 HAIN SOUTH 8640
STYALLOWAY HILL

BL 91.125
FFL 91.325
PROPOSED RESIDENCE

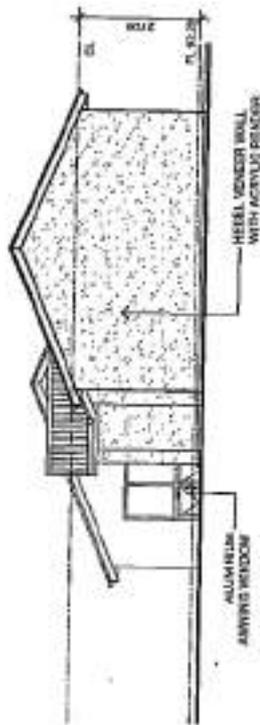
BL 91.85
FL 91.85

BL 92.40
FL 92.40

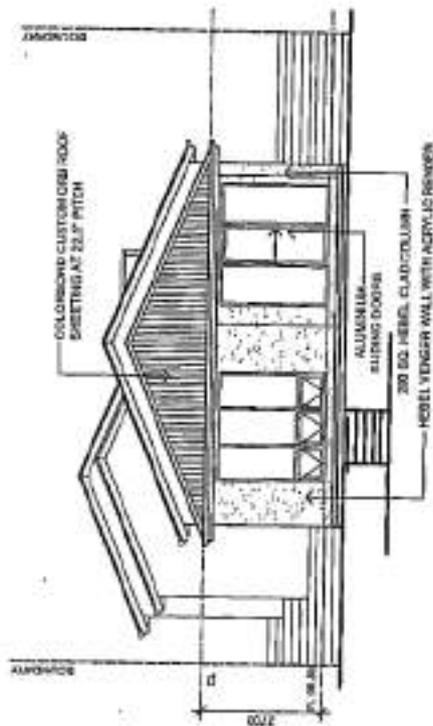
LOT 7
FL 84.00



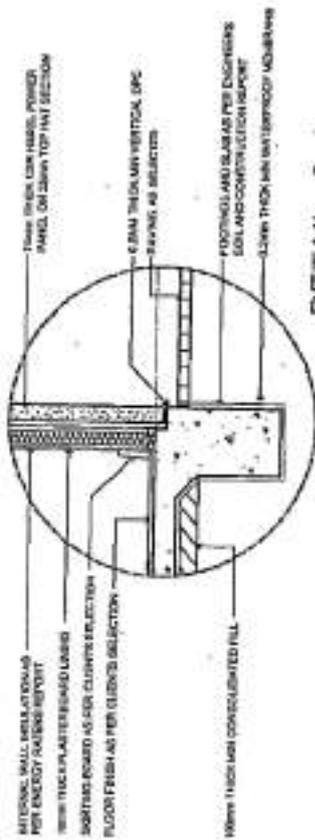
UNCONFINED



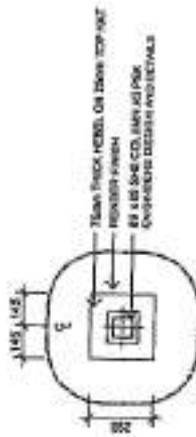
SIDE ELEVATION
SCALE 1 TO 100



REAR ELEVATION
SCALE 1 TO 100

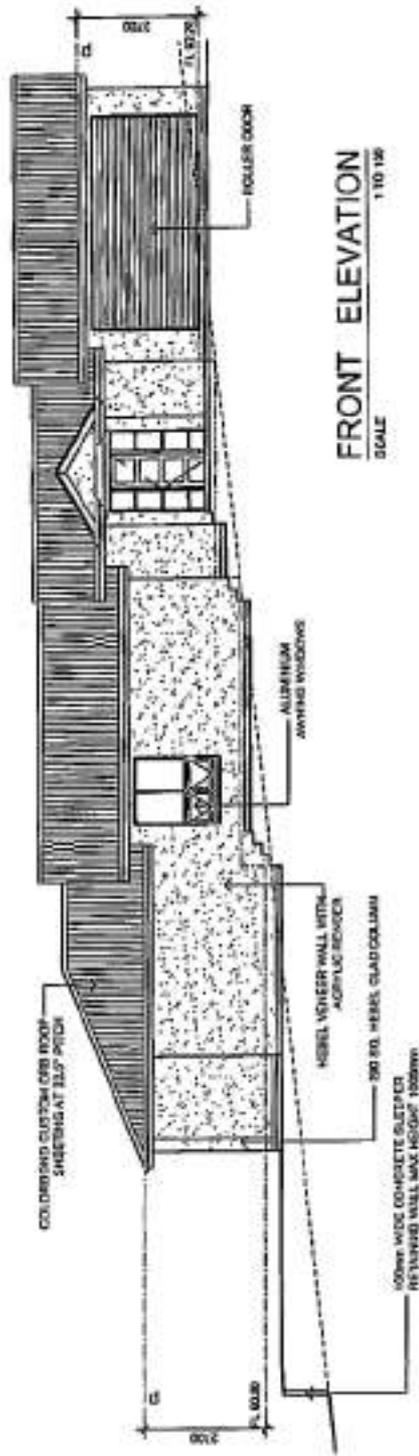
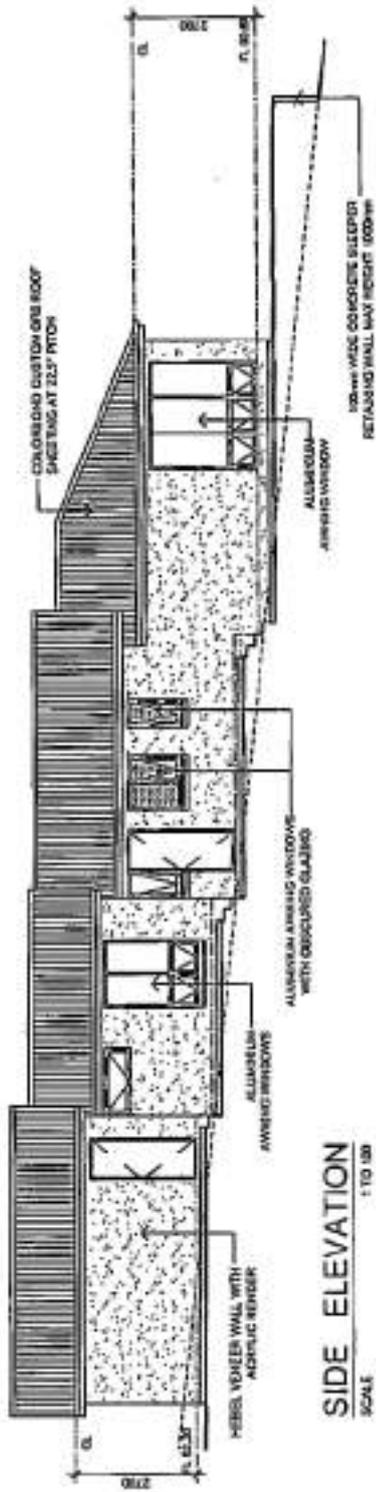


DETAIL 2
SCALE 1 TO 20



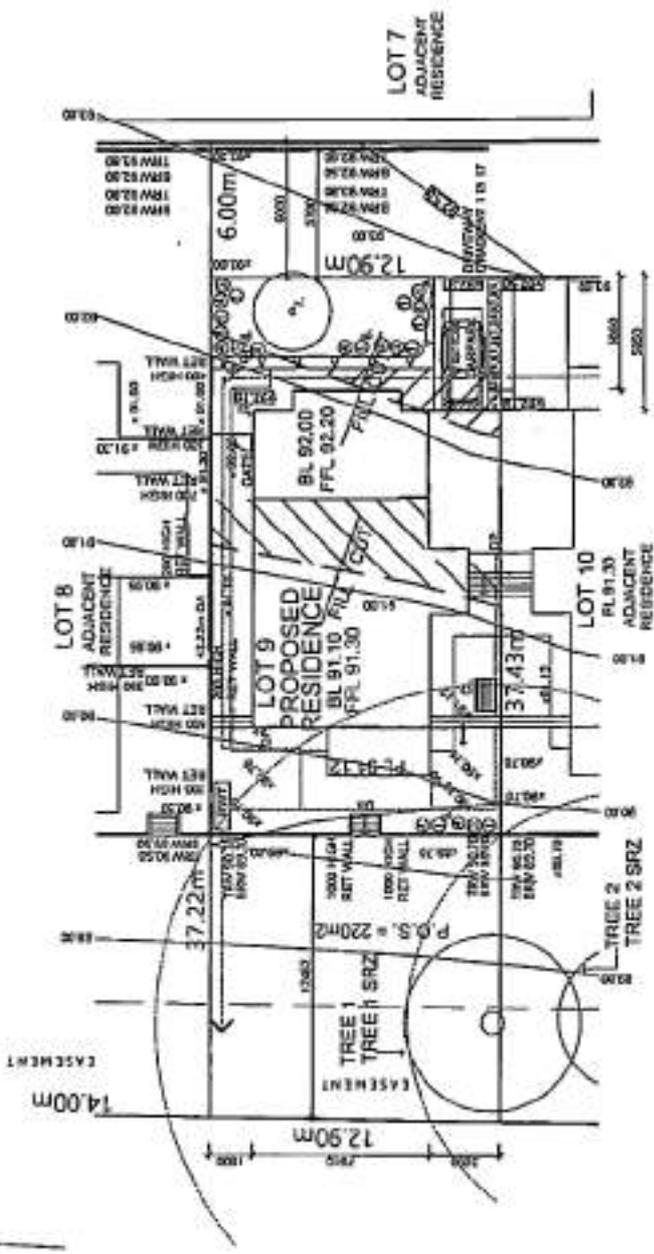
COLUMN DETAIL
SCALE 1 TO 20

		DRAWING NO. 10-1001 PROJECT NO. 10-1001 SHEET NO. A1 DATE 10/10/10 SCALE 1:100
PROPOSED RESIDENCE FOR FELMERI HOMES ADDRESS LOT 8 (IND) MAIN SOUTH ROAD OTTAWA, ONT.	ELEVATIONS & SECTION DETAILS	APPROVED



PROPOSED RESIDENTIAL FOR: MRS FLYNN HUNTS ADDRESS LOT 8 3100 HAW SOUTH ROAD SPALLETT HILL	DRAWING NO. ELEVATIONS	PROJECT NO. 10000	DATE SEP. 10 03	SHEET NO. 4/1	TOTAL SHEETS 4/1





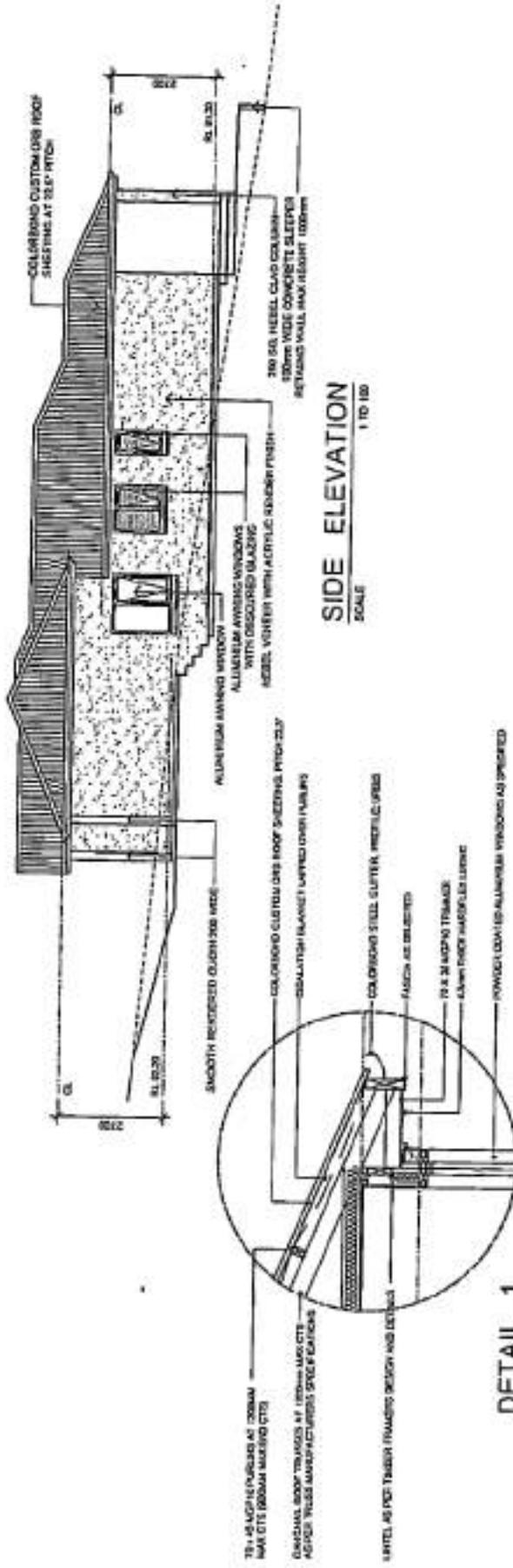
LANDSCAPE SCHEDULE

- SHRUBS**
1. DODONAEA
 2. VERNONIA SILLUS
 3. WESTERNGA
 4. TEMPLETONIA SETUSA
- GROUND COVERS**
5. LOTUS BERTHOLETTI
 6. HYDRORUM
- TREES**
7. CHARITOLEER ORNAMENTAL POAR TREES
- DEVICES 500L TO 1000L PAIR WATER TANK TO BE PLANTED TO PROVIDE WATER TO PLANTS AND TO BE USED FOR IRRIGATION TO CONNECT TO STORM WATER SYSTEM REFER TO ENGINEERS DRAWINGS FOR FINAL LOCATION
- PIP
- ▭ PAVING CLEFTS LIKE
- GP
- ▭ 600 PVC DOWNPIPE

PROPOSED SITE PLAN

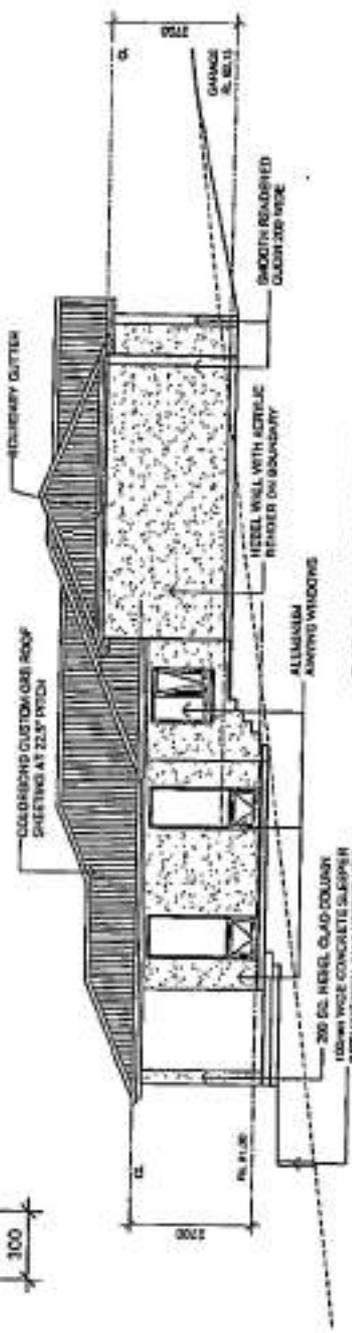
SCALE 1:100

<p>FOR TITLE PROPOSED RESIDENCE FOR: DUKE FELMOR SERVICES ADDRESS: LOT 9 112001 PARRS SOUTH ROAD D'ALLORIAN HILL</p>	<p>DRAWING TITLE SITE PLAN</p>	<p>DATE 15/09/18</p>	<p>SCALE 1:100</p>	<p>DESIGNER DP</p>	<p>DATE SEP '18</p>	<p>PROJECT NO. A.3</p>	<p>CLIENT A.3</p>



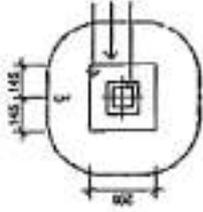
SIDE ELEVATION
SCALE 1 TO 100

DETAIL 1
SCALE 1 TO 30

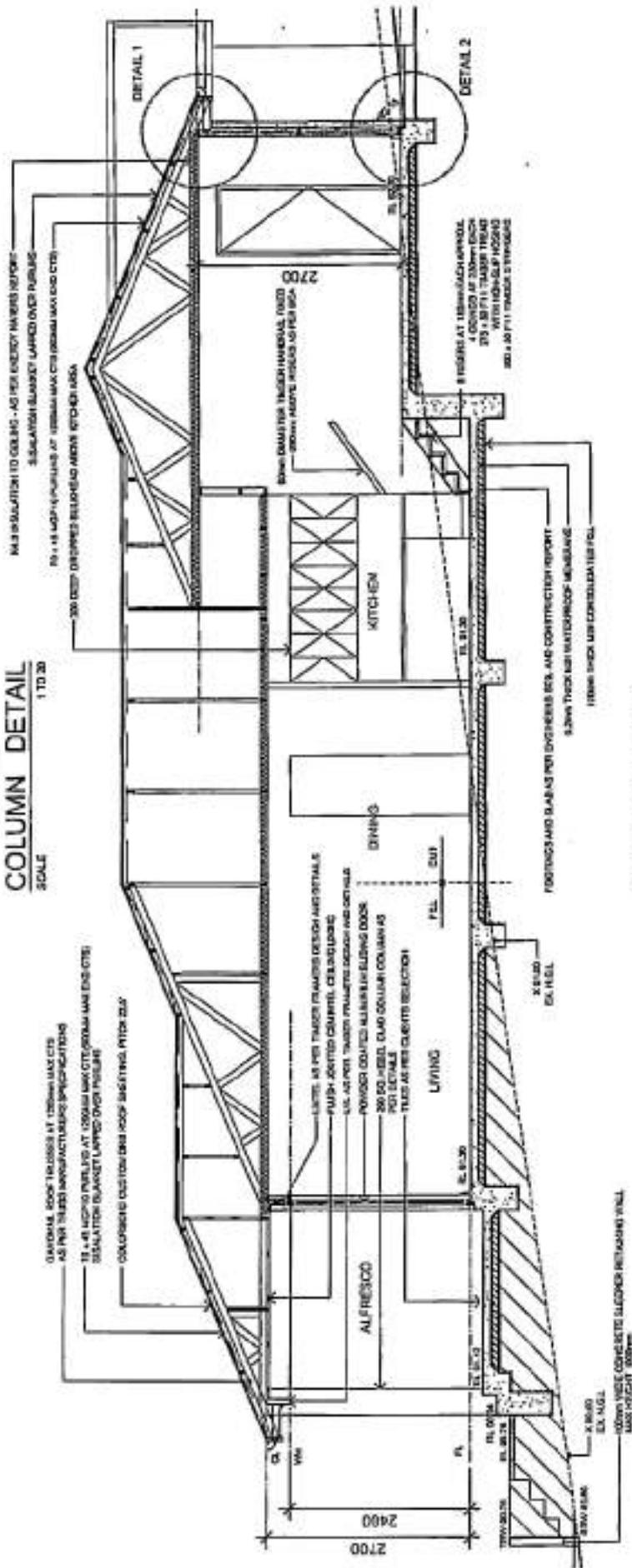


SIDE ELEVATION
SCALE 1 TO 100

BE THE PROPOSED RESIDENCE FOR 1000 FELMERI HOMES 1073 11020 HAM SOUTH ROAD (THALLOOMAH HILL)	DRAWING TITLE ELEVATIONS & SECTION DETAILS		SHEET NO. 011
			DATE 10/11/11
PROJECT NO. 1073	DRAWING NO. 011	SCALE 1 TO 100	DATE 10/11/11
DRAWING NO. 011	DRAWING NO. 011	SCALE 1 TO 100	DATE 10/11/11

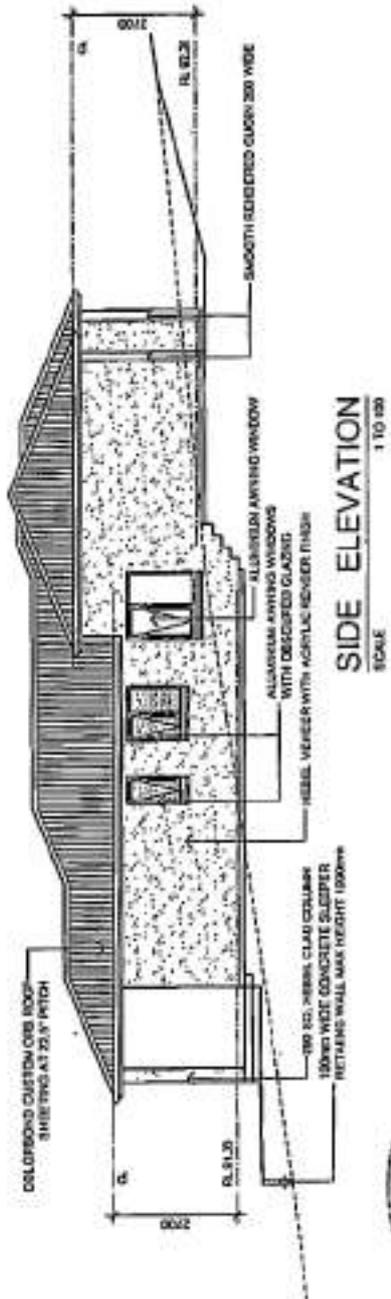


COLUMN DETAIL
SCALE 1 TO 20

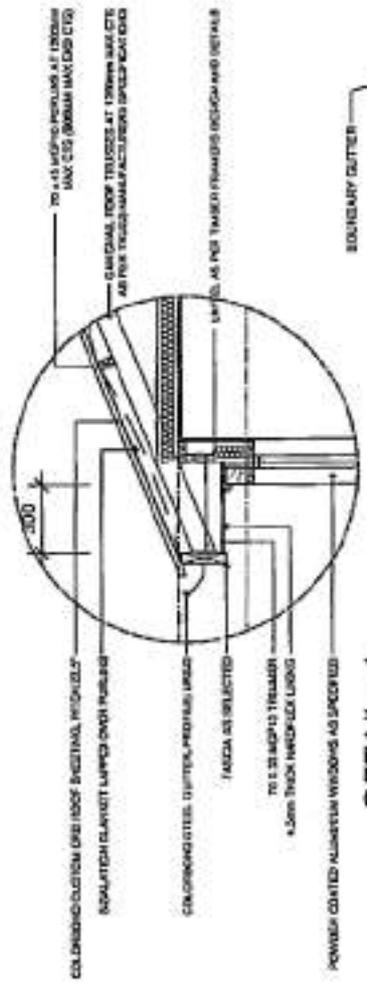


SECTION B - B
SCALE 1 TO 20

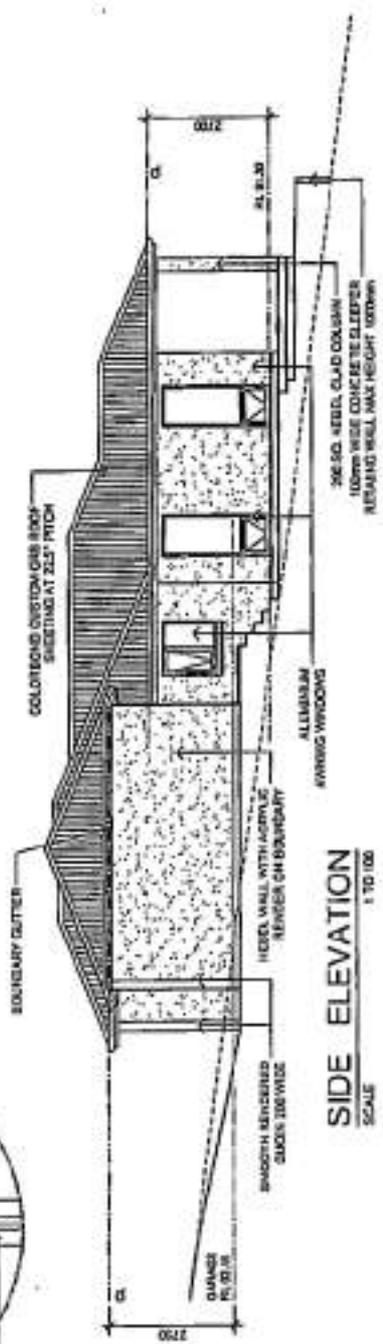
FOR 1987 PREPARED FOR FELMER HILLS LOT 9 (1022) HILL SOUTH ROAD BRALABRAH HILL	DRAWING TITLE SECTION B		
		QUANTITY: 10 DATE: 1987 DRAWN: [Name] CHECKED: [Name] SCALE: 1 TO 20 SHEET NO.: 10/10	PROJECT NO.: [Number] CLIENT: [Name] ADDRESS: [Address] CITY: [City] STATE: [State] POSTAL CODE: [Code]



SIDE ELEVATION
SCALE 1 TO 100

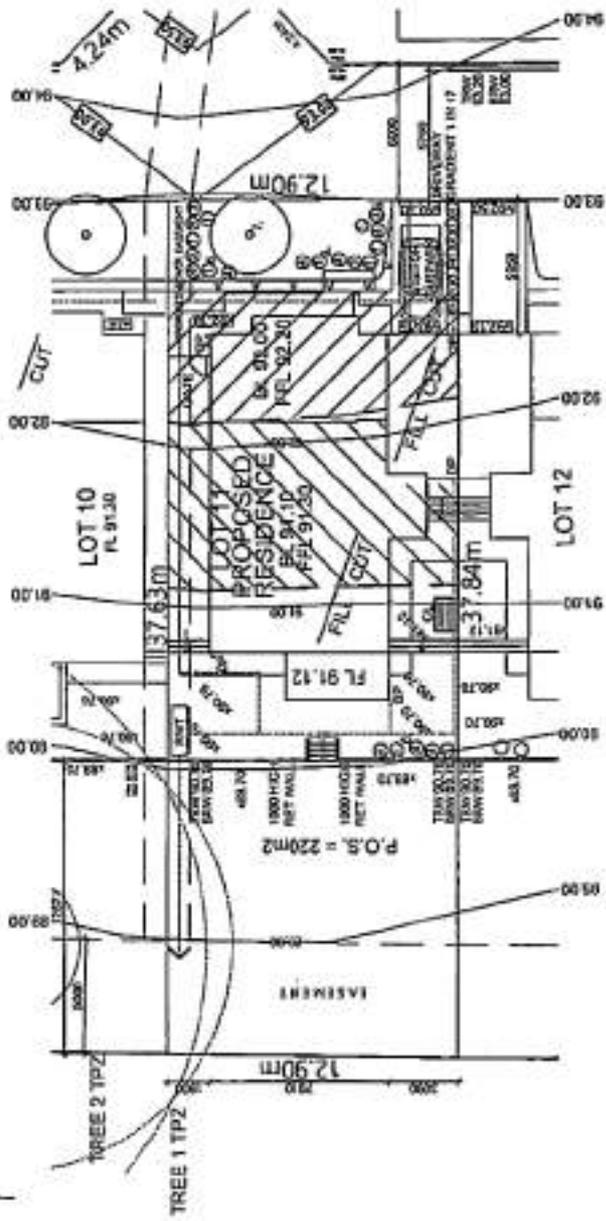


DETAIL 1
SCALE 1 TO 30



SIDE ELEVATION
SCALE 1 TO 100

AS TITLE PROPOSED RESIDENCE FOR: NAME: FELTRE: HITES ADDRESS: 107 B 11000 PEARL SOUTH ROAD ORALLOUM HILL	DRAWING TITLE: ELEVATIONS & SECTION DETAILS 3	WORKERS:	 <p> DRAWING NO. 15 DATE: 15/09/2010 SCALE: 1:100 SHEET NO. 1/3 DATE: 15/09/2010 </p>
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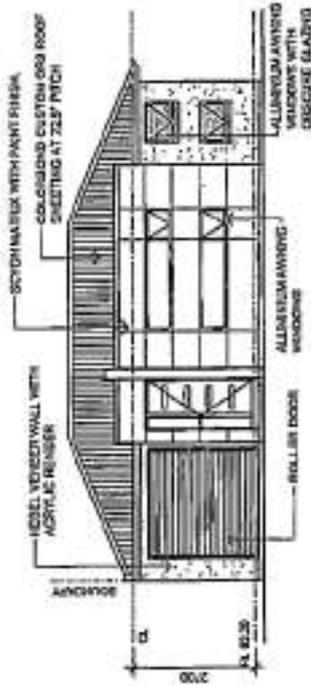


LANDSCAPE SCHEDULE

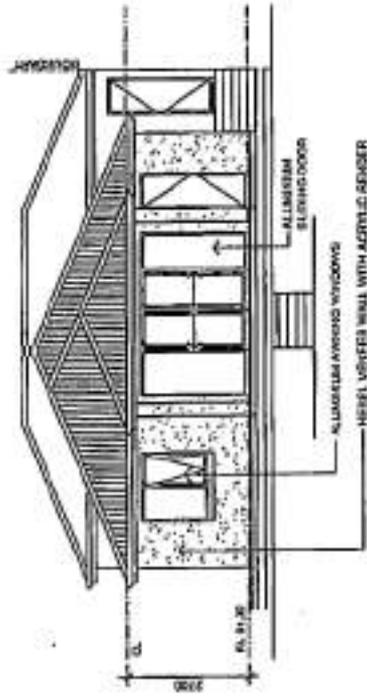
- SHRUBS**
1. COCCINIA
 2. VIBURNUM TINUS
 3. WESTLINDIA
 4. TROPICANNA RETUSA
- GROUND COVERS**
5. LOTUS BERTHOLETTI
 6. MYOPORUM
- TREES**
7. CHARITABLE OR ORNAMENTAL PEAR TREES
- DESIGNS 2000 LTR RAIN WATER TANK TO BE PLACED TO WC AND COLD WATER OUTLET IN LAUNDRY WITH OVERFLOW TO CONNECT TO STORM WATER SYSTEM REFER TO ENGINEERS DRAWINGS FOR FINAL LAYOUT.
- RWT
 CL PATHLINE CLOTHED LINE
 O.D.P. 900 PVC DOWNPIPE

PROPOSED SITE PLAN
SCALE 1 TO 200

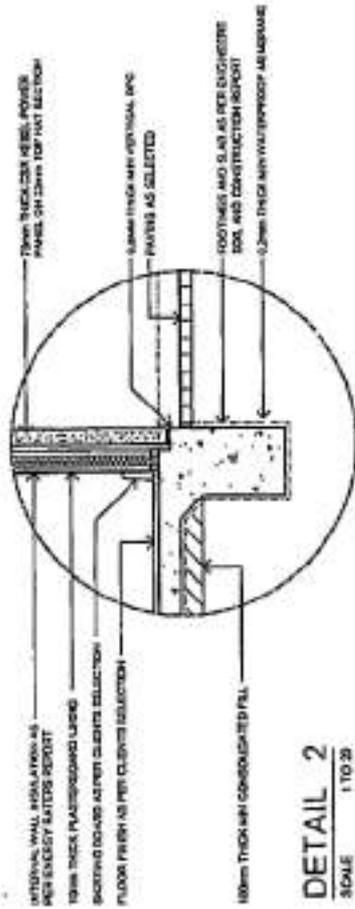
<p>AS SHOWN PROPOSED RESIDENCE PER DRAWING FELMERI HIGHWAYS CONSULTANTS LOT 10 (1700) MAES SMITH ROAD BYHALLOMAN HILL</p>	<p>DRIVING VIEW SITE PLAN</p>	<p>VEGETATION</p>
<p>DATE: 15/09/20 SCALE: 1:200 DRAWN BY: [Name] CHECKED BY: [Name] DATE: 15/09/20</p>		



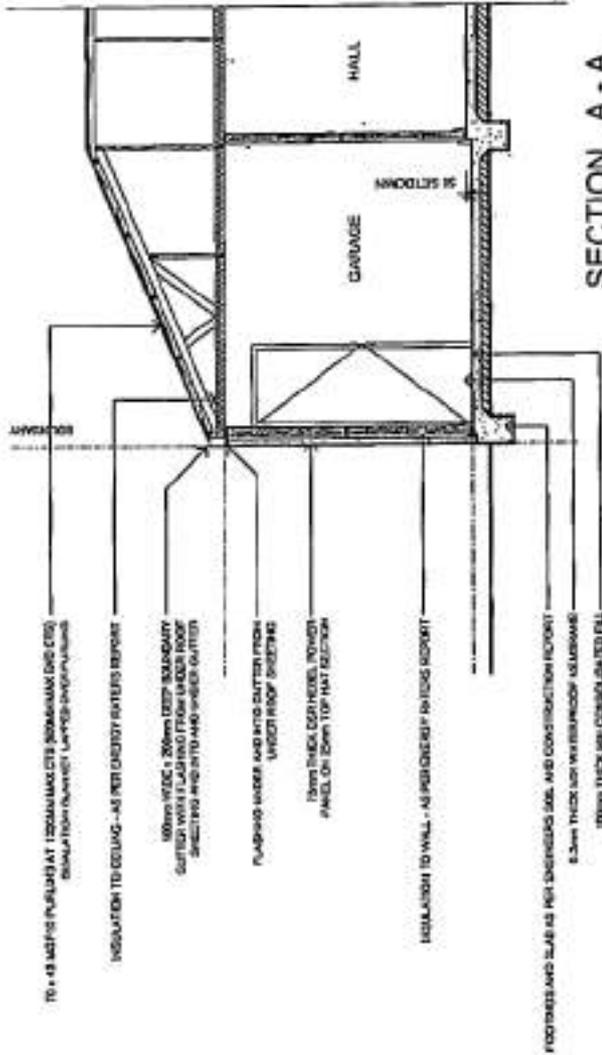
FRONT ELEVATION
SCALE 1 TO 50



REAR ELEVATION
SCALE 1 TO 50



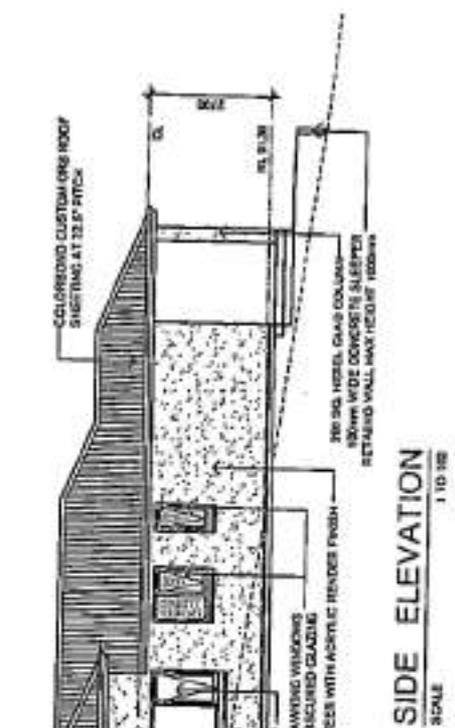
DETAIL 2
SCALE 1 TO 20



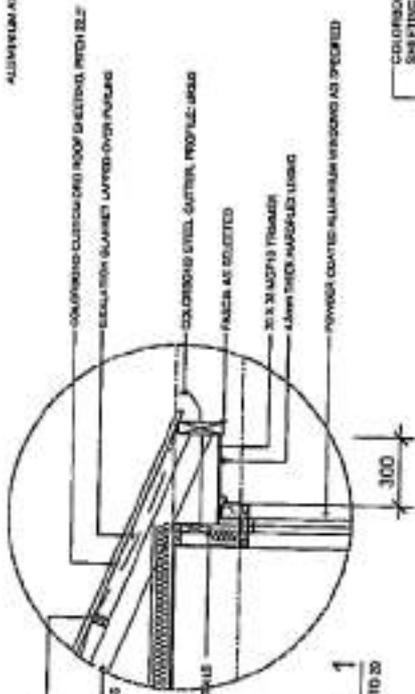
SECTION A-A
SCALE 1 TO 50

<p>ALL TITLE PROPOSED RESIDENCE FOR CLIENT FELPER HEIGHTS OWNER LET R 17100 MAIN SOUTH ROAD DUNDASVILLE VIC</p>	<p>OWNER: FELPER HEIGHTS</p>	<p>DATE: 15/04/19</p>	<p>SCALE: 1:50</p>	<p>DESIGNER: FELMERI ARCHITECTS</p>	<p>DATE: 15/04/19</p>	<p>SCALE: 1:50</p>	<p>DATE: 15/04/19</p>	<p>SCALE: 1:50</p>	<p>DATE: 15/04/19</p>
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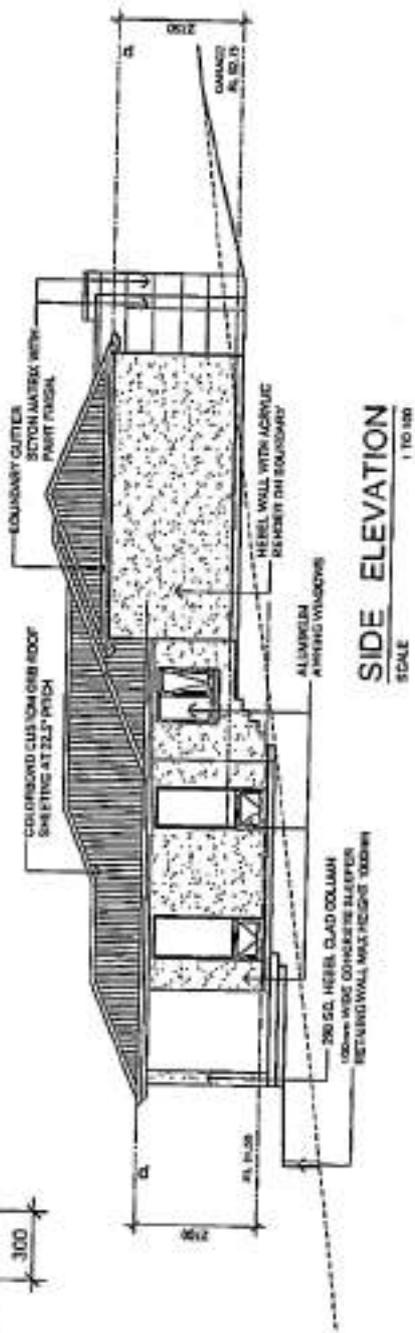




SIDE ELEVATION
SCALE 1 TO 100



DETAIL 1
SCALE 1 TO 20



SIDE ELEVATION
SCALE 1 TO 100

20 X 30 M2013 TRIMMER ALUMI TRUSS MANUFACTURERS USING POWDER COATED ALUMINIUM WINDOWS AS SPECIFIED

COLOURED STEEL GUTTER PROFILE AREA FINISH AS SELECTED

20 X 30 M2013 TRIMMER ALUMI TRUSS MANUFACTURERS USING POWDER COATED ALUMINIUM WINDOWS AS SPECIFIED

COLOURED CUSTOM ONE ROOF SHEETING WITH 32.5°

COLOURED CUSTOM ONE ROOF SHEETING WITH 32.5°

ALUMINIUM AWNING WINDOW WITH OBTUSCURED GLAZING

ALUMINIUM AWNING WINDOW WITH ACRYLIC RENDER FINISH

SCYTON MASTEX WITH PAINT FINISH

SCYTON MASTEX WITH PAINT FINISH

200 SQ. HEBEL GLASS COLUMNS

20mm WIDE CORRUGATED SLEEPER RETAINING WALL MAX HEIGHT 1000mm

200 SQ. HEBEL GLASS COLUMNS

20mm WIDE CORRUGATED SLEEPER RETAINING WALL MAX HEIGHT 1000mm

COLOURED CUSTOM ONE ROOF SHEETING AT 22.5° PITCH

COLOURED CUSTOM ONE ROOF SHEETING WITH 32.5°

64

61.91-28

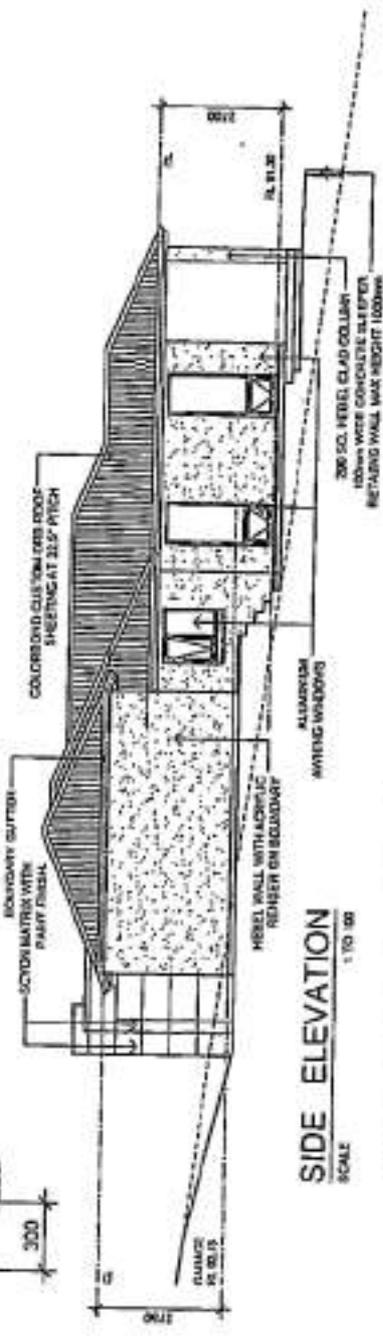
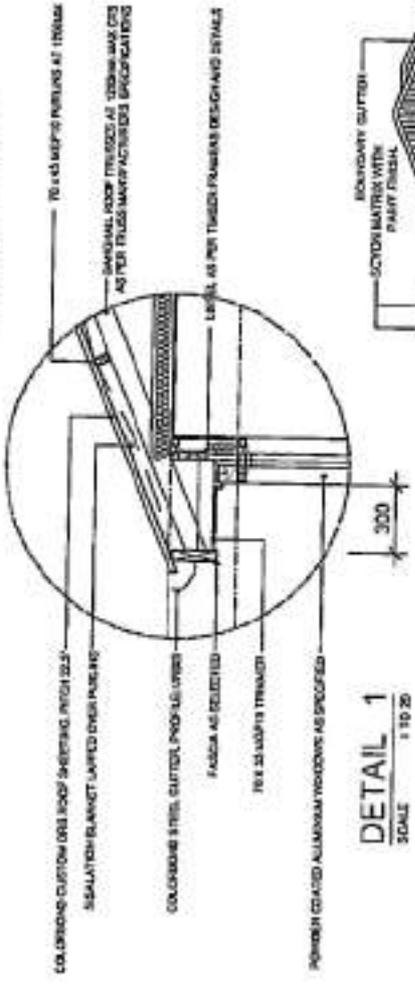
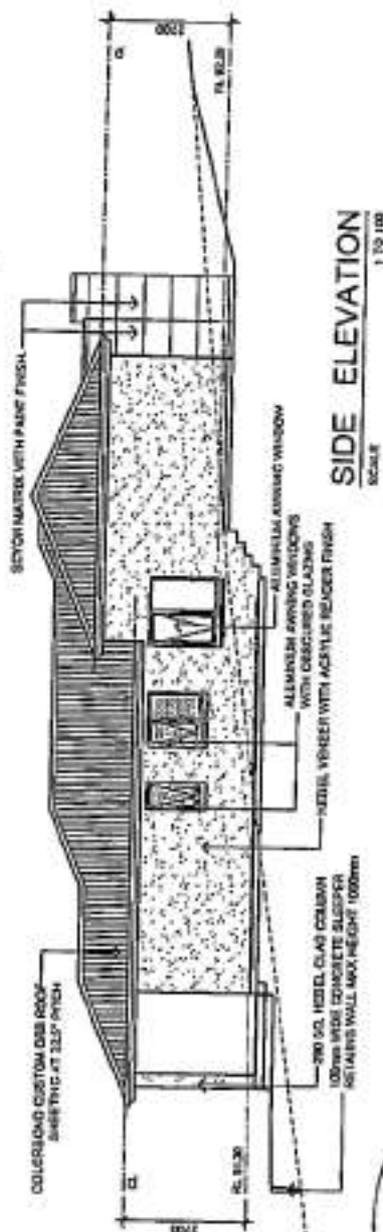
2700

64

61.91-28

2700

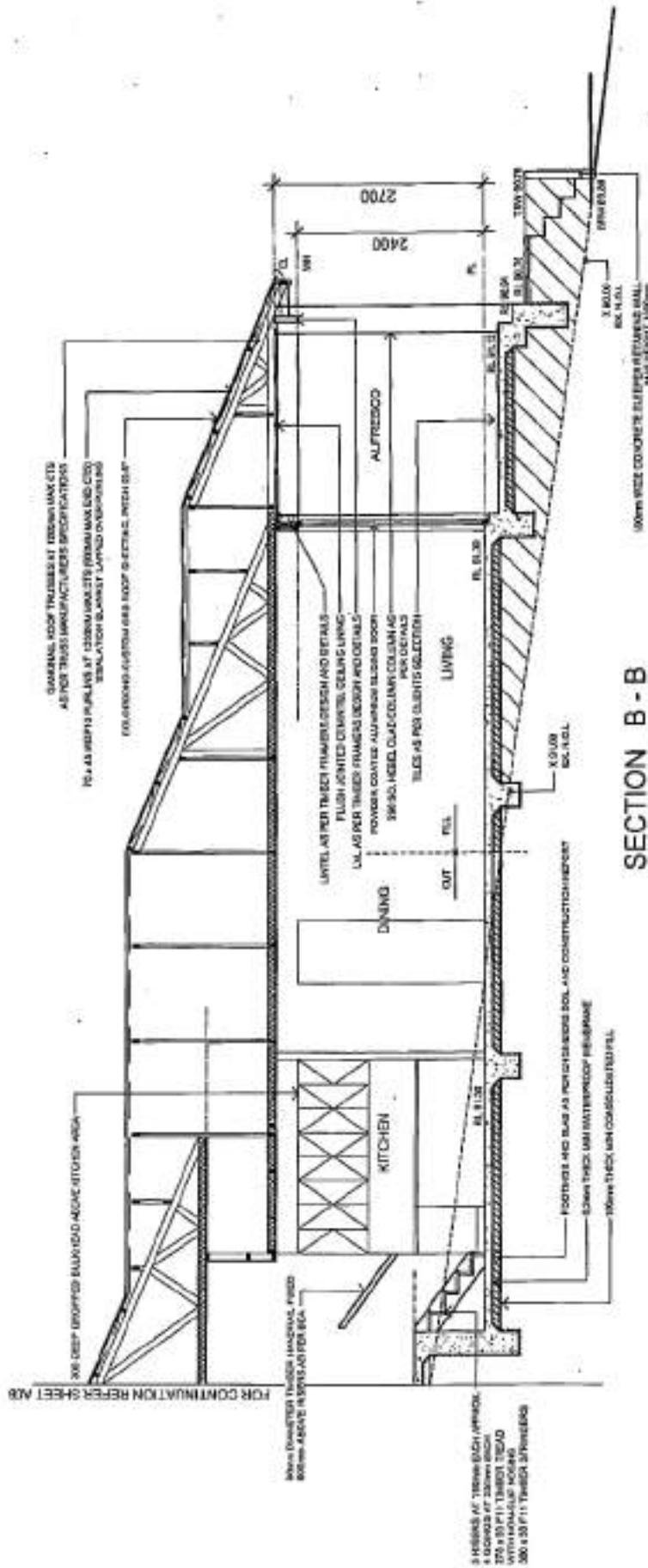
PROJECT NO: 1000000000 DRAWING NO: 1000000000 DATE: 10/10/2020 SCALE: 1:100 SHEET NO: 1/1	PROJECT NAME: FELTER HOMES ADDRESS: LOT 10 1000 MAIN SOUTH ROAD CHALLENGER HILL	DRAWING TITLE: ELEVATIONS & SECTION DETAILS	DRAWING NO: 1000000000 SHEET NO: 1/1		PROJECT NO: 1000000000 DRAWING NO: 1000000000 DATE: 10/10/2020 SCALE: 1:100 SHEET NO: 1/1
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SIDE ELEVATION
SCALE 1 TO 100

PREPARED FOR: MR. FELMERI HOMES ADDRESS: LOT 12 H100 HARB SOUTH ROAD BAYHARBOR HILL		DRAWING TITLE: ELEVATIONS & SECTION DETAILS		PROJECT NO.: 15/16-19		DATE: 2016		SHEET NO.: A3		TOTAL SHEETS: 10	
PREPARED BY: FELMERI HOMES		CHECKED BY: FELMERI HOMES		SCALE: 1:100		DATE: 2016		SHEET NO.: A3		TOTAL SHEETS: 10	
PROJECT NO.: 15/16-19		DATE: 2016		SCALE: 1:100		SHEET NO.: A3		TOTAL SHEETS: 10		PROJECT NO.: 15/16-19	





SECTION B - B
SCALE 1 TO 25

CHARMANT ROOF TRUSSES BY TROBEN MAX LTD
AS PER TRUSS MANUFACTURERS SPECIFICATIONS
R4 AS PER R4 RAFTERS AT 1200MM ON CENTRE (FROM MAX END OF ROOF)
INSULATION BLANKET LAPPED ON RAFTERS
EXTERIOR ROOFING 688 ROOF & EXTERIOR INTERIOR ROOF

UNFILL AT PER TRUSS FRAME DESIGN AND DETAILS
FLUSH JOINTED CEILING LINING
GALV AS PER TRUSS FRAMING DESIGN AND DETAILS
POWDER COATED ALUMINIUM SLATED ROOF
300x300 HEAVY DUTY COLUMN AS PER DETAILS
TILES AS PER CLIENTS SELECTION

100mm VEE COLOURED SLIPS AT 1200MM ON CENTRE
MAX HEIGHT 100mm

FOR CONTINUATION REFER SHEET A08

300mm ABOVE FINISH FLOOR

3 HILLS AT TROBEN MAX APPROX
4 SQUARES AT 2400MM EACH
20 x 30 x 11 TUBS AT 1200MM
300 x 30 x 11 TUBS AT 1200MM

FOOTINGS AND SLAB AS PER CHALLENGER SOIL AND CONSTRUCTION REPORT
300mm THICK UMI WATERPROOF MEMBRANE
100mm THICK UMI CONCRETE FILL



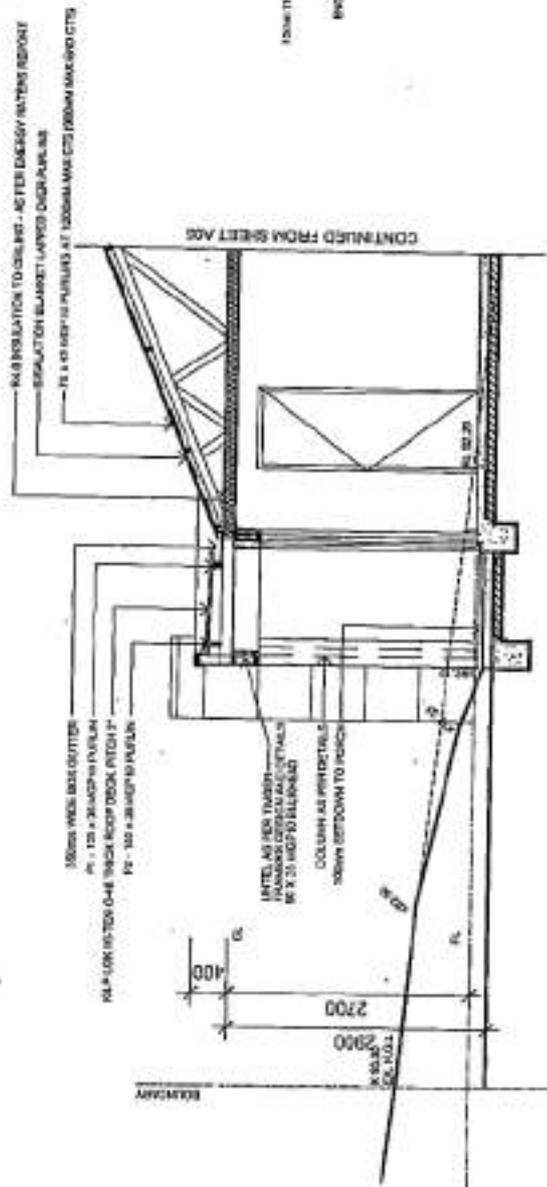
GENERAL: ALL TO BE IN ACCORD WITH THE BUILDING REGULATIONS AND ALL OTHER RELEVANT REGULATIONS AND STANDARDS. ALL WORK TO BE DONE IN ACCORDANCE WITH THE BUILDING REGULATIONS AND ALL OTHER RELEVANT REGULATIONS AND STANDARDS. ALL WORK TO BE DONE IN ACCORDANCE WITH THE BUILDING REGULATIONS AND ALL OTHER RELEVANT REGULATIONS AND STANDARDS.

DATE: 15/01/25
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1:25

PROJECT: CHALLENGER HOMES
ADDRESS: LOT 12 OTTER HALL SOUTH ROAD
CHALLENGER HILL

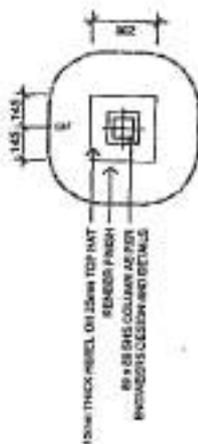
PREPARED FOR: CHALLENGER HOMES
DRAWN BY: [Name]

DATE: 15/01/25
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1:25



SECTION B - B CONTD.
SCALE 1/1000

COLUMN DETAIL
SCALE 1/1000



DRAWN BY PROPOSED RESIDENCE FOR NAME FELMERI HOMES ADDRESS LOT 32 1780 MARK SOUTH ROAD D'VALLORES HILL	DRAWING TITLE SECTION B	COMMENTS	 <p>FELMERI HOMES</p> <p>15565-11 200048 DP 10003 3011 1000 1000 1000 1000 15565-11 200048 DP 10003 3011 1000 1000 1000 1000</p>
--	----------------------------	----------	--

LANDSCAPE SCHEDULE

- SHRUBS**
1. ERGONIA
 2. VIBURNUM TRILUS
 3. VIBURNUM
 4. TEMPLETONIA NIGRIS

- GROUND COVERS**
5. LOTUS BERTHOLETTI
 6. MYOPORUM

TREES

7. CHARITOLIBER ORNAMENTAL PLANT TREES

DESIGNS 3000LTR NON WATER TANK TO BE PLACED TO VIC AND COLD WATER OUTLET IN LAUNDRY WITH OVERFLOW TO CONNECT TO STORM WATER SYSTEM REFER TO ENGINEERS DRAWINGS FOR FINAL LOCATION.

PARALINE CLOTHES LINE

OSP 100 PVC DOWNPIPE

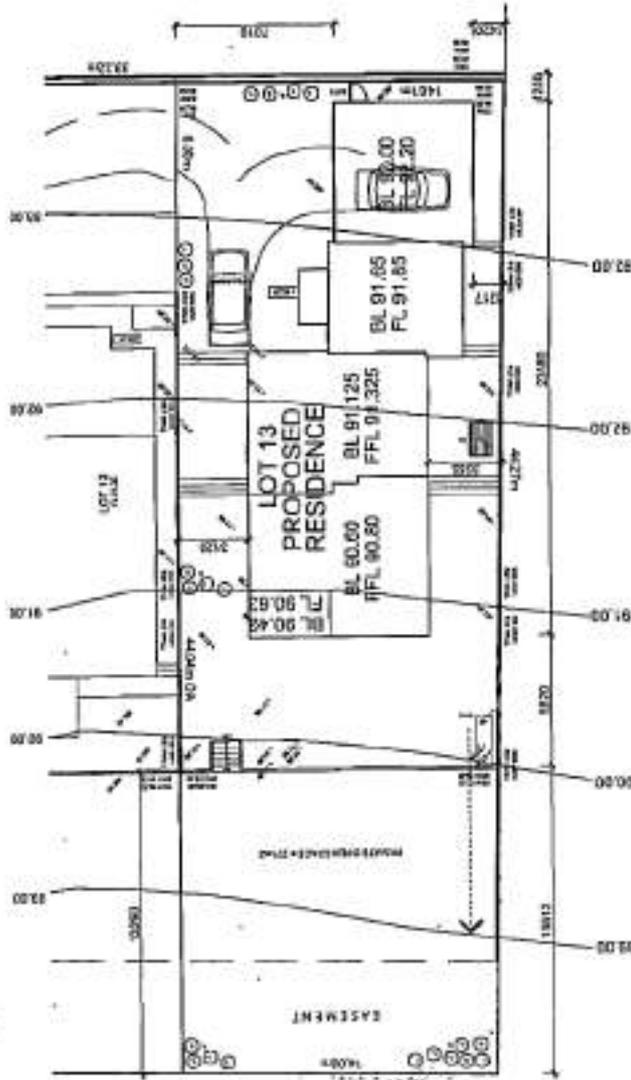
GENERAL NOTES:

1. HARDWARE COLORS INDICATED ABOVE. SPECIFICATIONS WITH DATED BACKUP AT PER ALL. 3/1/15. NO "SIDEARM" ALL DETERMINED TO BE APPROVED.
2. FILL HEIGHT CONTROL JOINTS - LOCATION AND DETAILS BY ENGINEER
3. 90° 40R+30 3/8R COLLARS - DETAILS BY ENGINEER
4. TONGUEHIT TREATMENT DETAILS IN BSA SPECIFICATION
5. ALL NET AREAS TO BE BUILT IN ACCORDANCE WITH THE AUSTRALIAN STANDARD A.S. 3004 WATERPROOFING OF WET AREAS WITHIN RESIDENTIAL SUB-STRUCTURE
6. ENERGY EFFICIENCY REPORT IN BSA SPECIFICATION
7. STRANDED MATING LIGHTING THROUGHOUT - OR - ALL DOWNLIGHTS ARE TO HAVE NON-VENTILATED COVERS
8. ALLOWANCE MADE FOR HWS UNKNOWS

AREAS :

INDIVIDUAL SITE :	604 m ²
LIVING :	123.13 m ²
GARAGE :	38.03 m ²
PORCHCO :	3.04 m ²
TERRACE :	7.53 m ²
TOTAL :	172.00 m ²

SITE COVERAGE : 29 %
PRIVATE OPEN SPACE : 49% 274 m²



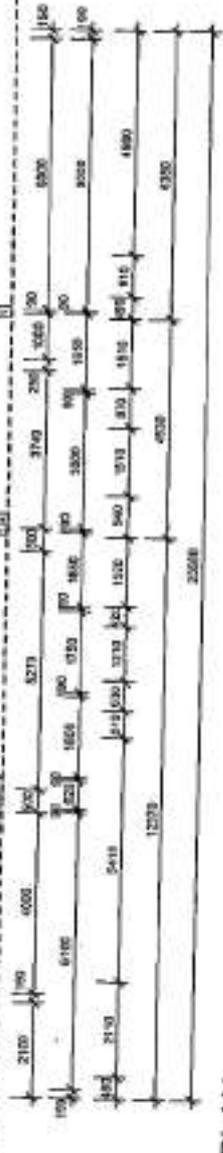
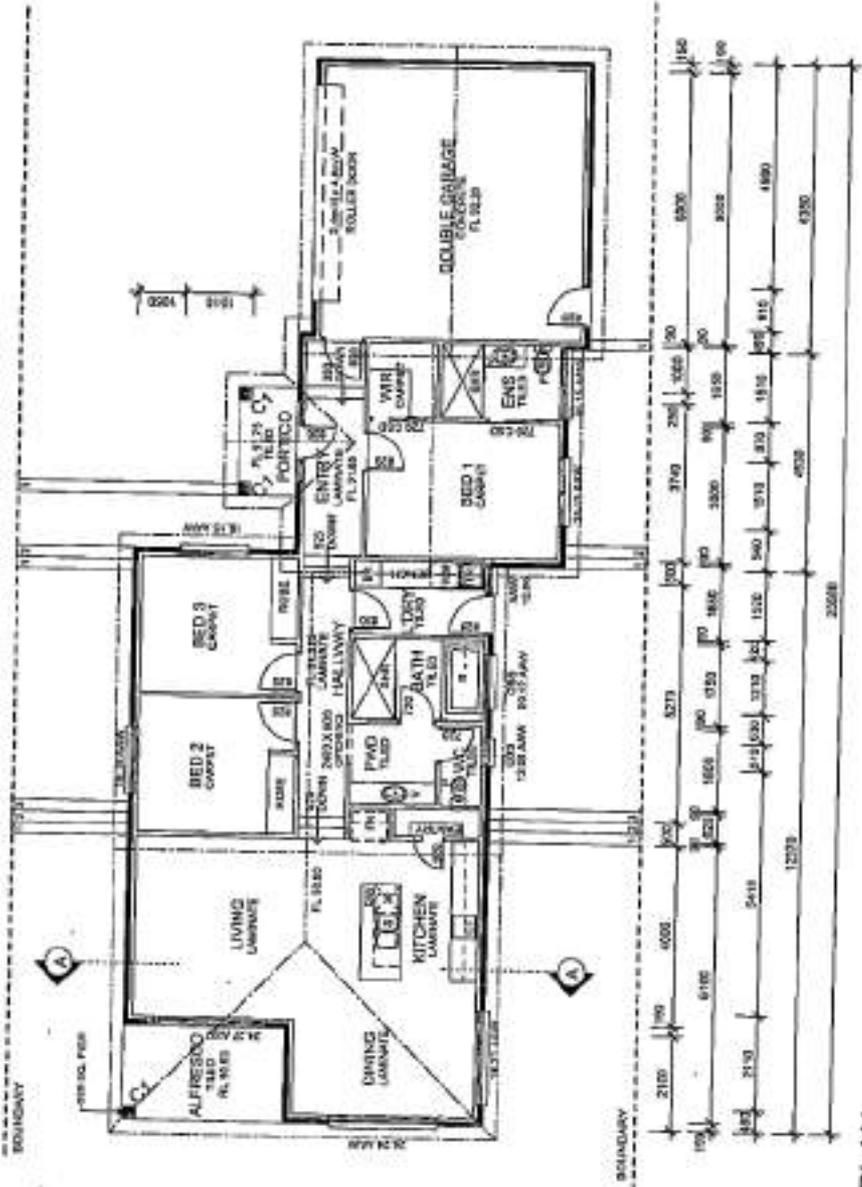
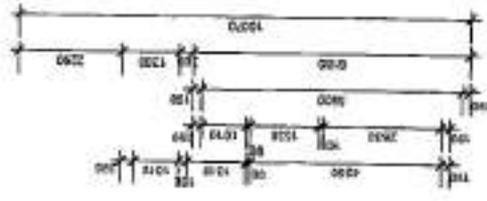
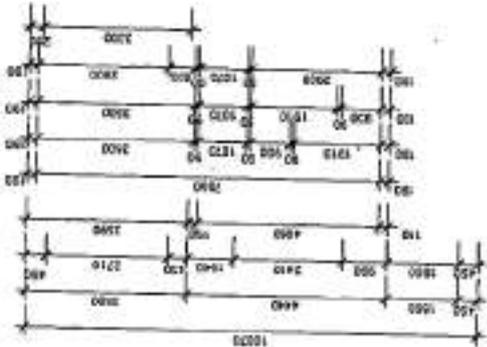
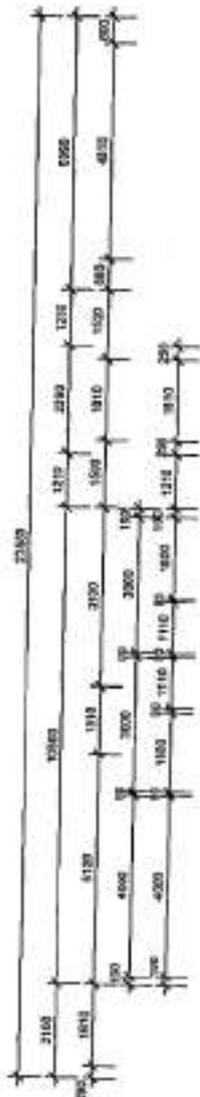
PROPOSED SITE PLAN
SCALE 1:10.00

Felmeri
Plastics

CONSULTANT TO THE CLIENT OF
 planning and design before
 commencing any work on site.
 This drawing is for information
 and the contractor is to refer
 to the original drawings for
 details and dimensions.
 It is not to be used for
 construction.

DATE	SCALE	BY	CHECKED
15/11/15	1:10.00	AS	AS

PROJECT: 11700 PAKA SOUTH ROAD
 LOT 13 CHILLIKURU HILL



PROPOSED FLOOR PLAN
SCALE 1 TO 100

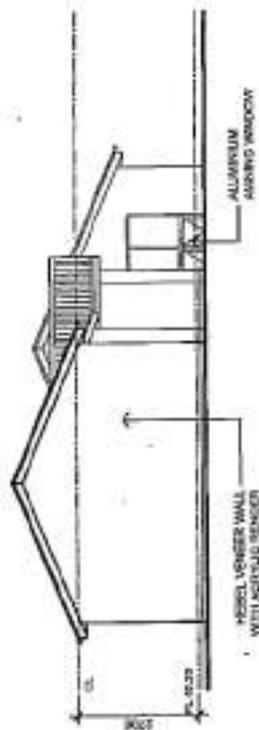
PROPOSED RESIDENT FOR:
 FELMER HOMES
 ADDRESS:
 LOT 13 17000 HAIN SOUTH ROAD
 ORMALOSAN HILL

OWNER'S
 NAME: FELMER HOMES
 ADDRESS: 17000 HAIN SOUTH ROAD, ORMALOSAN HILL

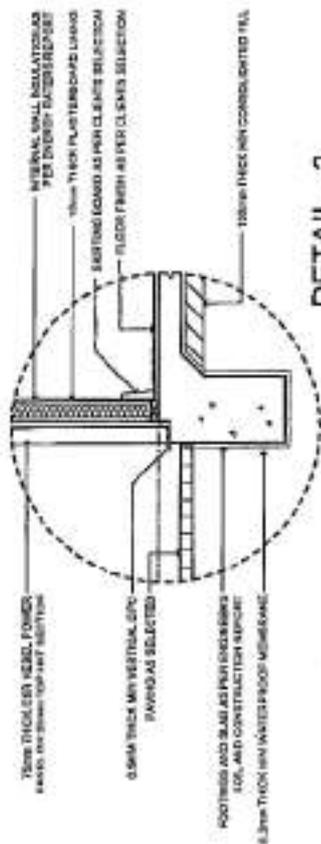
DATE: 15/08/19
 DRAWN: [Signature]
 CHECKED: [Signature]
 SCALE: 1:100
 SHEET NO: A3
 TOTAL SHEETS: A3

Felmeri
 Homes

WHETHER OR NOT, THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THE DRAWINGS. THE ARCHITECT DOES NOT TAKE RESPONSIBILITY FOR THE DESIGN OR CONSTRUCTION OF ANY OTHER WORK OR MATERIALS, INCLUDING BUT NOT LIMITED TO, THE DESIGN OR CONSTRUCTION OF ANY OTHER WORK OR MATERIALS, INCLUDING BUT NOT LIMITED TO, THE DESIGN OR CONSTRUCTION OF ANY OTHER WORK OR MATERIALS.



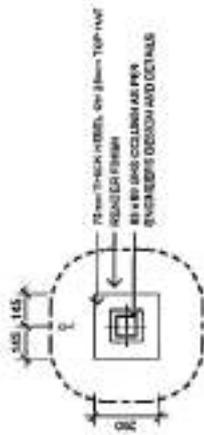
SIDE ELEVATION
SCALE 1 TO 100



DETAIL 2
SCALE 1 TO 20



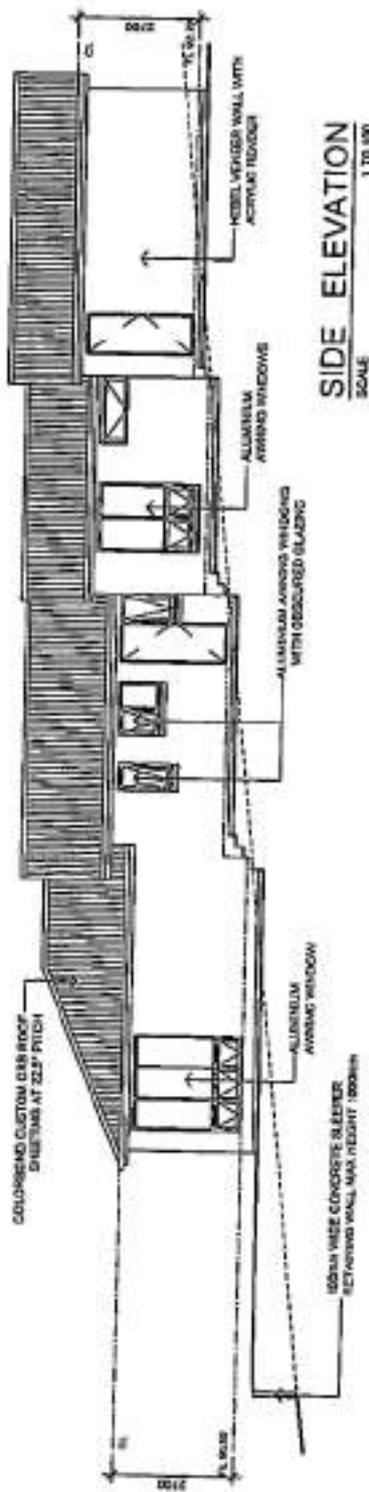
REAR ELEVATION
SCALE 1 TO 100



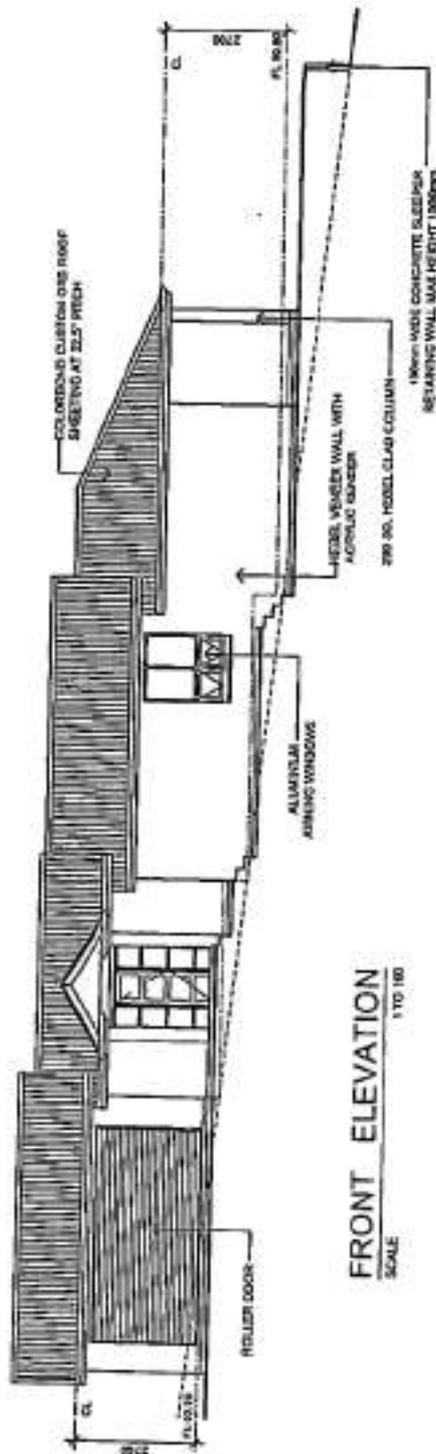
COLUMN DETAIL
SCALE 1 TO 20

(ON FILE) PROPOSED RESIDENCE FOR FELMER HIRMS ADDRESS LOT 13 17TH HALL SOUTH ROAD CHILLIKUM HILL	DRAWING FOR ELEVATIONS & SECTION DETAILS	COMMENTS	INFORMATION NOT TO BE USED, AT ALL, FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF FELMER HIRMS. THIS DRAWING IS THE PROPERTY OF FELMER HIRMS AND SHALL REMAIN THEIR PROPERTY WHETHER OR NOT IT IS USED FOR ANY OTHER PROJECTS. ANY REPRODUCTION OR DISTRIBUTION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF FELMER HIRMS IS STRICTLY PROHIBITED.	DATE: 24/03/19 PAGE: 1 SHEET NO.: 01/03
			JOB NO.: SCALE: 1/100 DRAWN BY: [Signature] CHECKED BY: [Signature]	





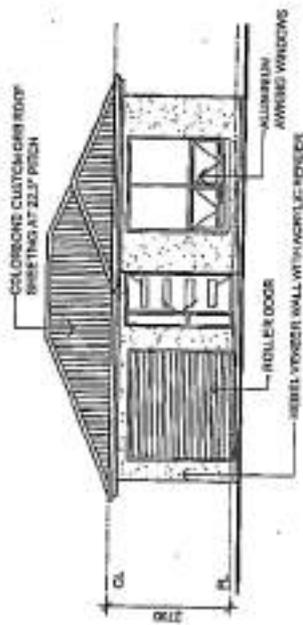
SIDE ELEVATION
SCALE 1 TO 100



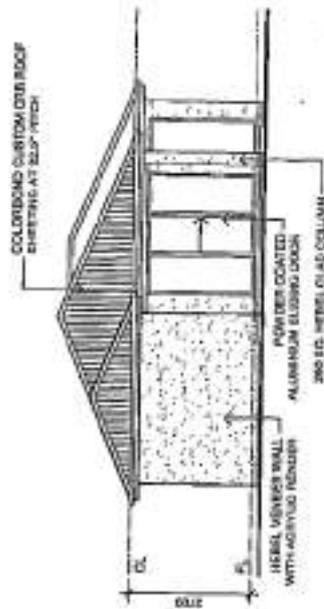
FRONT ELEVATION
SCALE 1 TO 100

<p>FOR THE PROPOSED RESIDENT PER: GLEN FELMORI HOMES ADDRESS: LOT 11 1000 HIGH SOUTH ROAD CHARLESTON HILL</p>		<p>BOOK TITLE: ELEVATIONS</p>	<p>WOODWORK: 1. wood stain - 1/2"</p>	<p>DATE: 10/10/2018 DRAWN BY: J. KELLY CHECKED BY: J. KELLY PROJECT NO: 10000 SHEET NO: A1 SCALE: 1:100 PROJECT: 10000 SHEET: A1 DATE: 10/10/2018</p>
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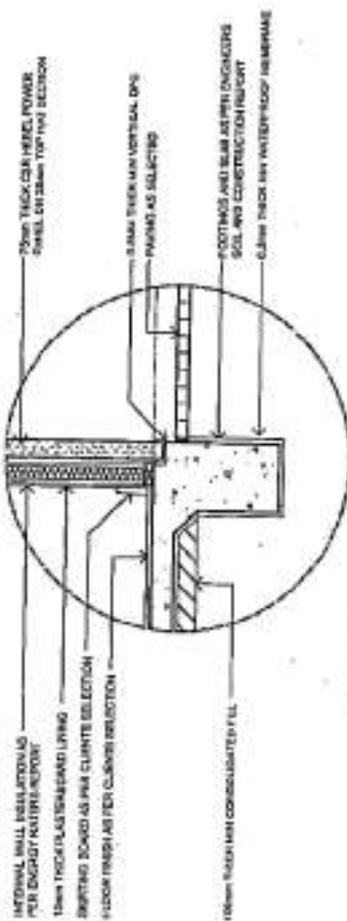




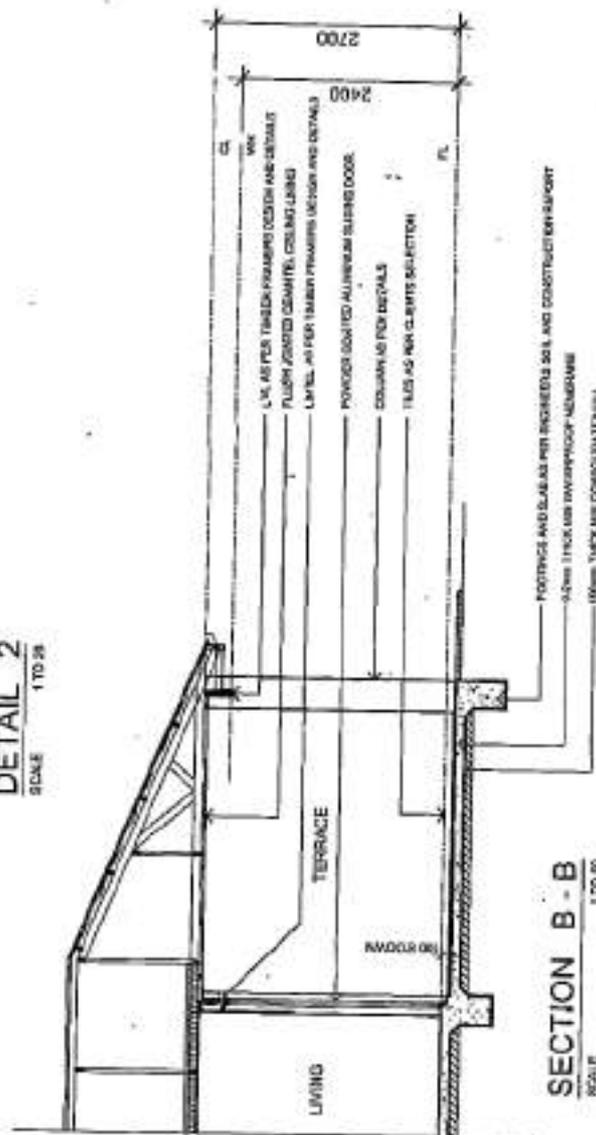
FRONT ELEVATION
SCALE 1 TO 3/8"



REAR ELEVATION
SCALE 1 TO 3/8"



DETAIL 2
SCALE 1 TO 2"



SECTION B - B
SCALE 1 TO 3/8"

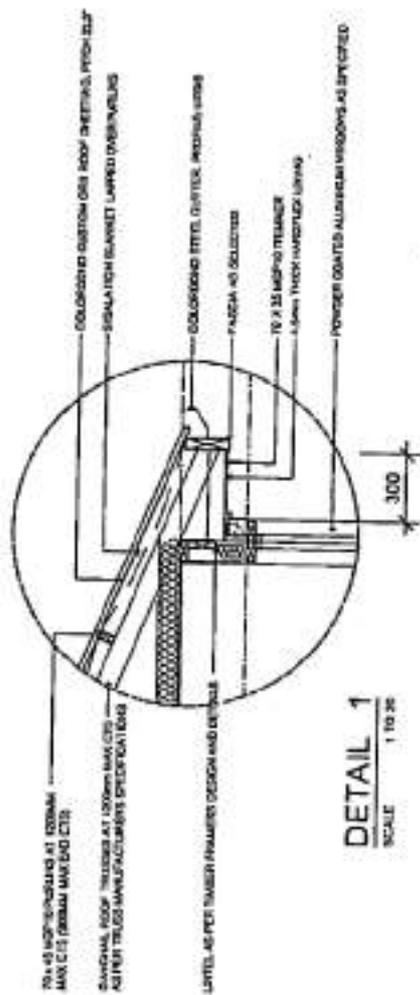
AS THIS PROJECT RESIDENCE PER:
NAME:
FELMERI HOMES
ADDRESS:
LOT 15, 17TH MAIN SOUTH ROAD
DALLAS, TEXAS 75241

PROJECT NO. 17001
DATE: 10/15/2011
SCALE: 1/8\"/>

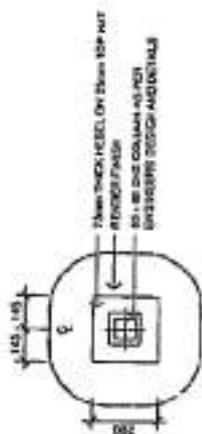
PROJECT NO. 17001
DATE: 10/15/2011
SCALE: 1/8\"/>



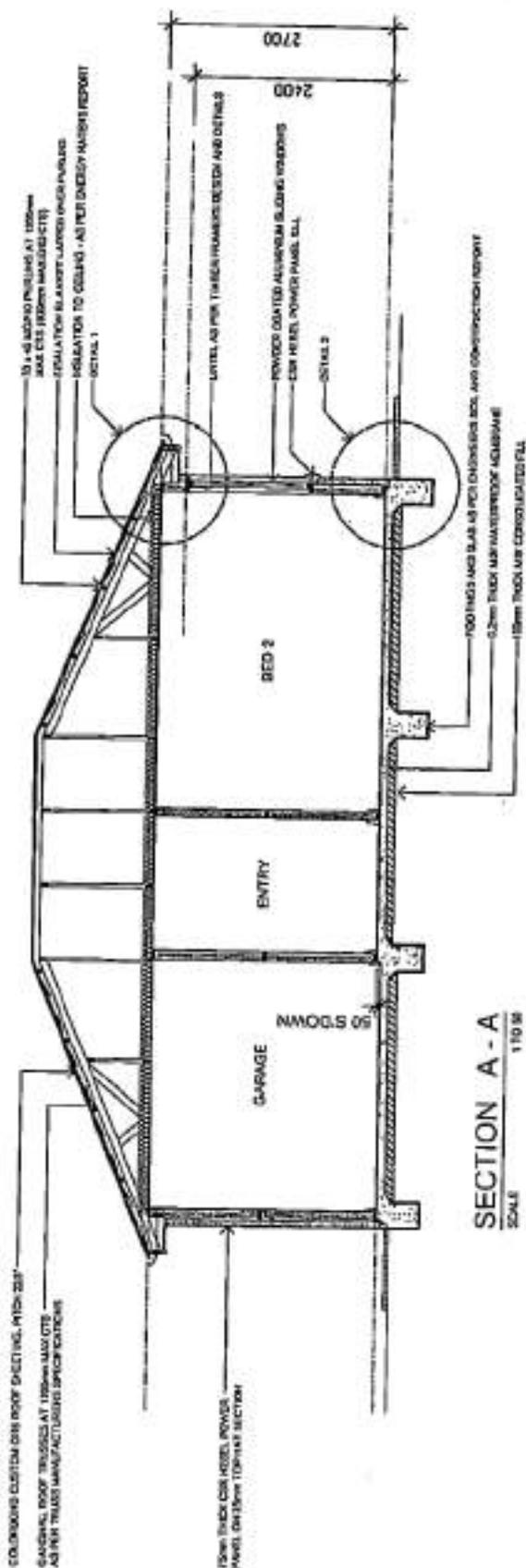
PROJECT NO. 17001
DATE: 10/15/2011
SCALE: 1/8\"/>



DETAIL 1
SCALE 1 TO 20

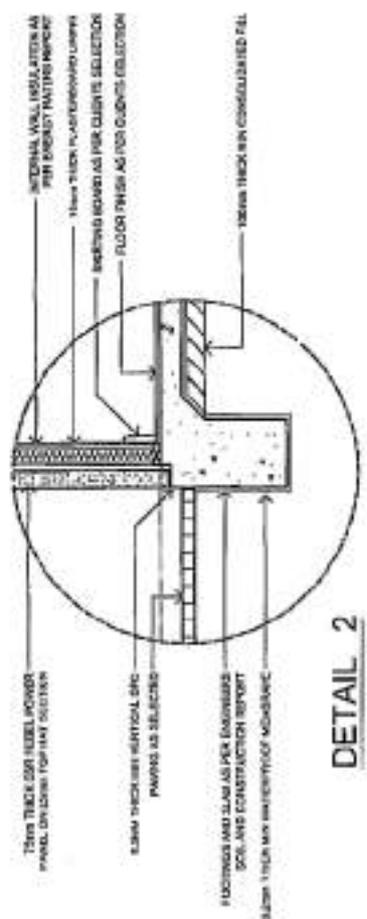


COLUMN DETAIL
SCALE 1 TO 20

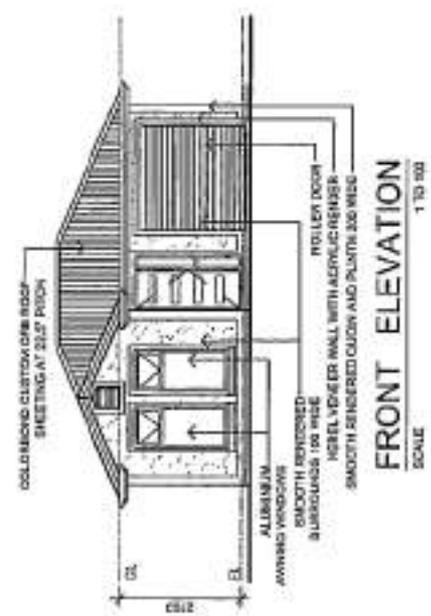


SECTION A - A
SCALE 1 TO 20

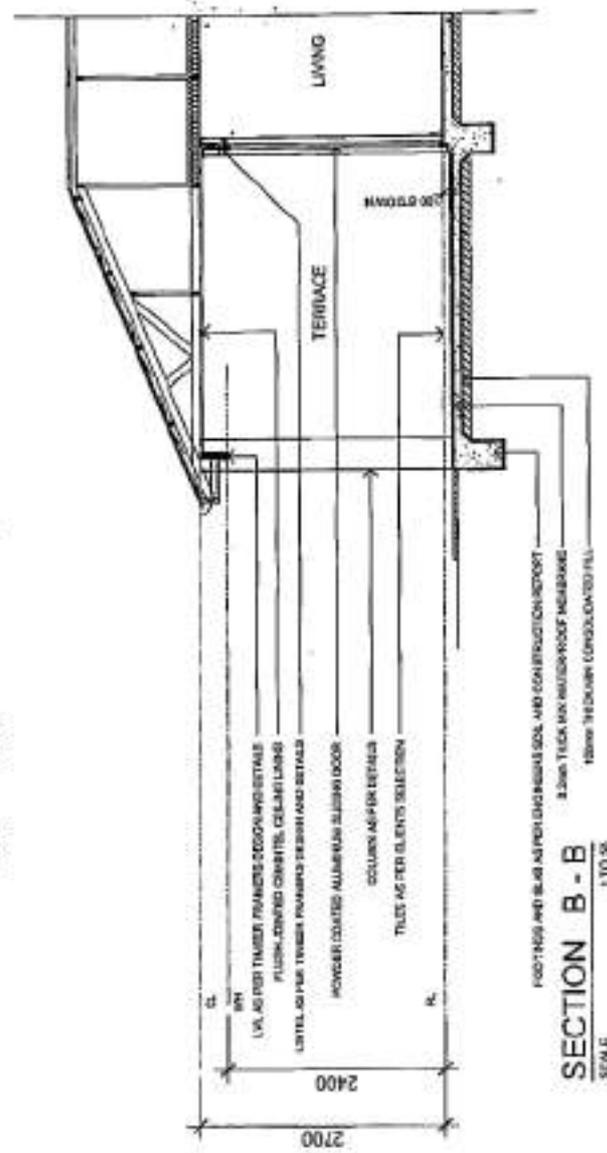
<p>AS PER PROPOSED RESIDENCE FOR RICKY THOMAS HOMES ADDRESS 1217 N. 112001 MAIN SOUTH ROAD DYNALDRAN, ILL.</p>		<p>DATE: 08/11/2011 SCALE: 1 TO 20 SHEET NO: A1</p>
<p>DRAWING TITLE: SECTION DETAILS</p>		<p>PROJECT NO: 112001 MAIN SOUTH ROAD DATE: 08/11/2011 SCALE: 1 TO 20 SHEET NO: A1</p>
<p>ARCHITECT: FELMERI HOMES</p>		<p>DATE: 08/11/2011 SCALE: 1 TO 20 SHEET NO: A1</p>



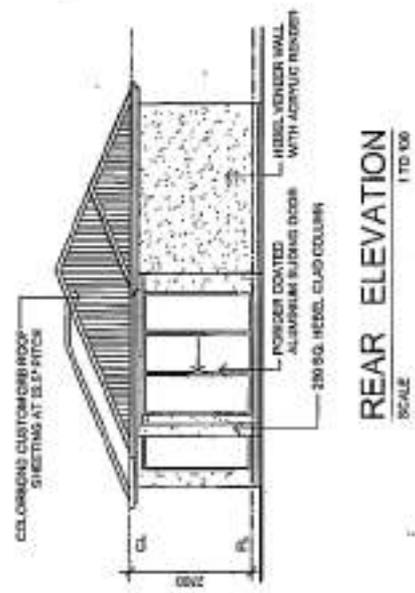
DETAIL 2
SCALE 1 TO 20



FRONT ELEVATION
SCALE 1 TO 50

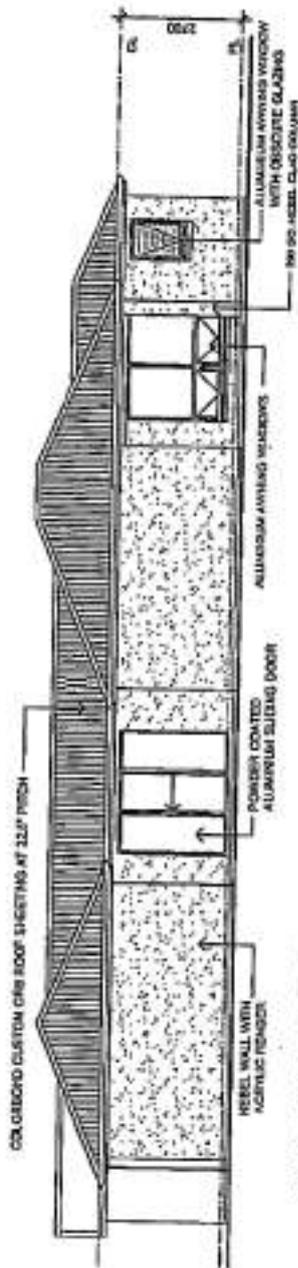


SECTION B - B
SCALE 1 TO 30

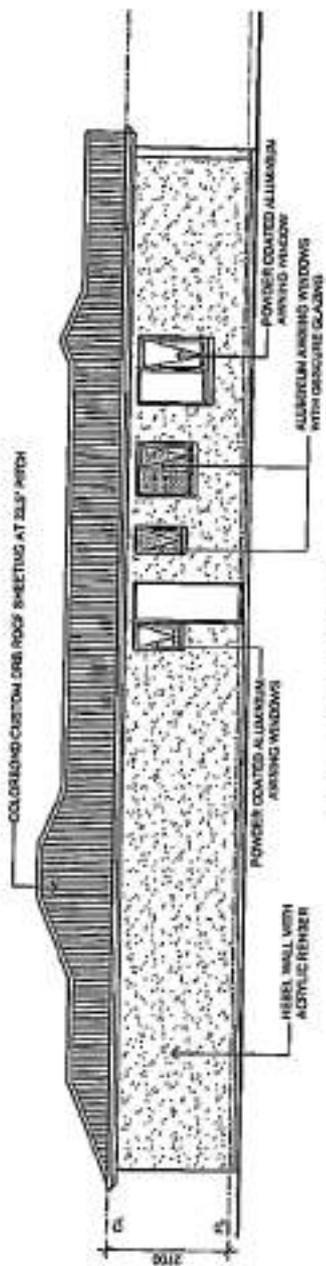


REAR ELEVATION
SCALE 1 TO 50

<p>AS PER PROPOSED ELEVATIONS FOR: UNIT 1 FELMERI HOMES LOT 5 STRAHL HILL SOUTH ROAD ORANGE NSW 2888</p>	<p>DESIGNER: FELMERI HOMES ARCHITECT: FELMERI HOMES ADDRESS: 1/111-113 STRAHL RD, ORANGE NSW 2888 PHONE: 02 6392 1111 FAX: 02 6392 1111 EMAIL: info@felmerihomes.com.au WEBSITE: www.felmerihomes.com.au</p>



SIDE ELEVATION
SCALE 1 TO 100



SIDE ELEVATION
SCALE 1 TO 100

FOR THE
PROPOSED RESIDENCE FOR
CLARK
FELMER HOMES
ADDRESS
LOT 15 17100 MAIN SOUTH ROAD
DYNALLEGAN HILL

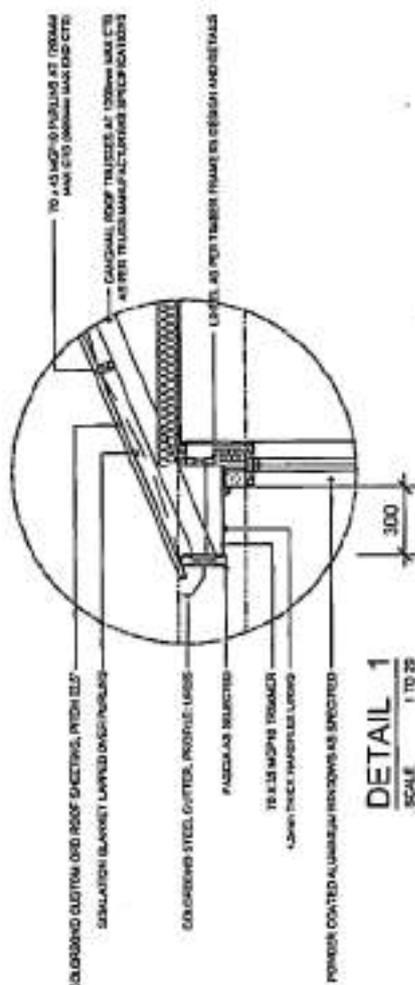
DRAWING TITLE
ELEVATIONS & SECTION DETAILS

OVERSIGHT

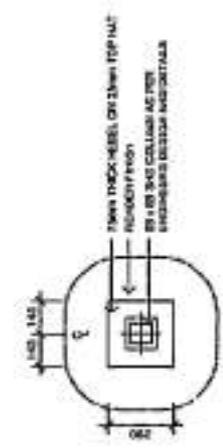
CONTRACTOR
FELMER HOMES
15541-18 1100 8P
5541-18 1100 8P
5541-18 1100 8P
5541-18 1100 8P



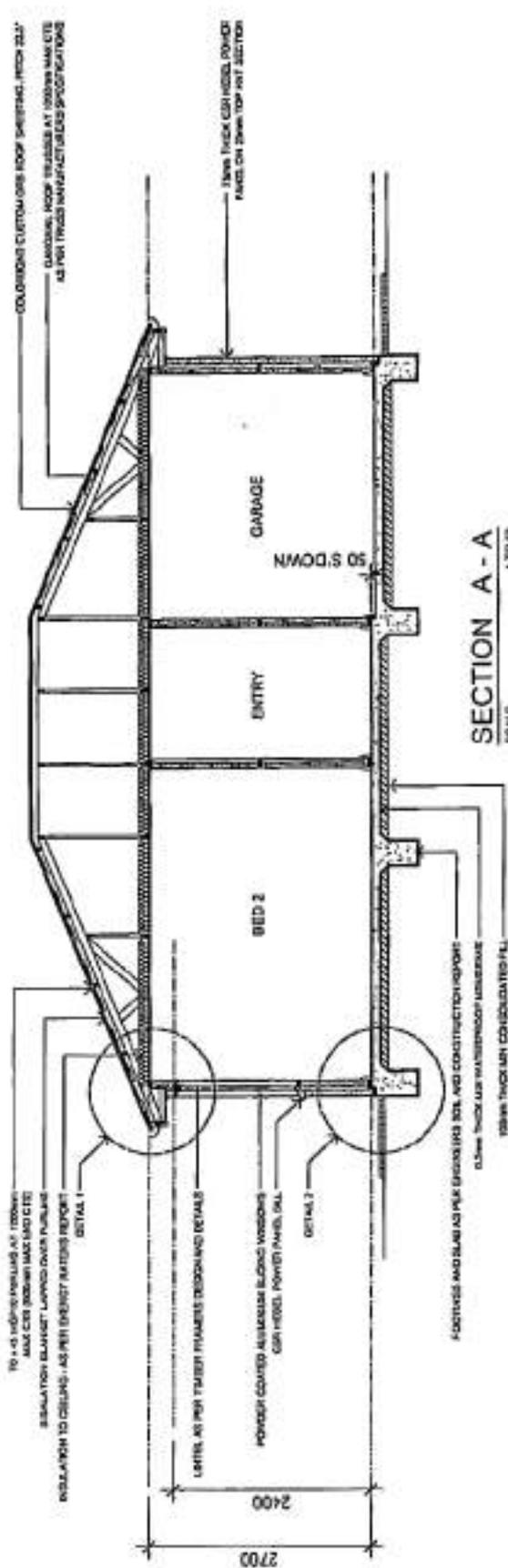
DATE
2024
SHEET NO.
A3



DETAIL 1
SCALE 1 TO 20

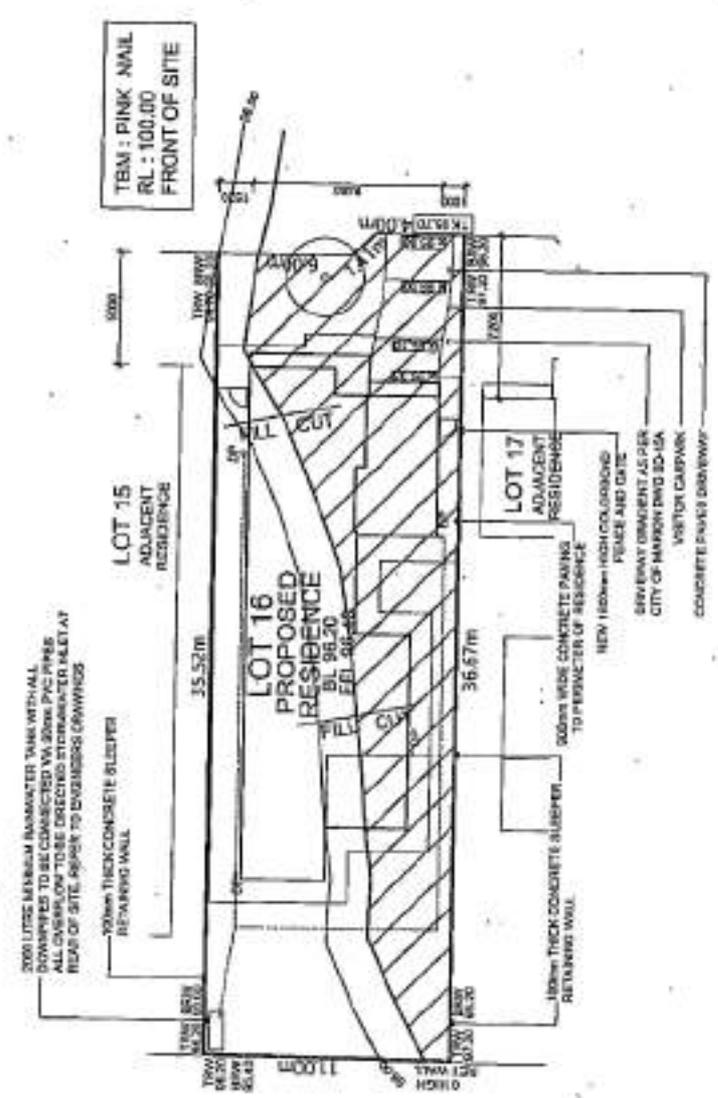


COLUMN DETAIL
SCALE 1 TO 20



SECTION A-A
SCALE 1 TO 20

AS PER PROPOSED RESIDENCE FOR: 2200 FILLER RIDGES CORNER LOT 15 11700 MAIN SOUTH ROAD CHALLENGER HILL	DRAWING THE SECTION DETAILS		CONSULTANT: [Name] DATE: [Date] DRAWN BY: [Name] CHECKED BY: [Name]	SHEET NO: [Number] OF: [Total]
			PROJECT NO: [Number]	DATE: [Date]



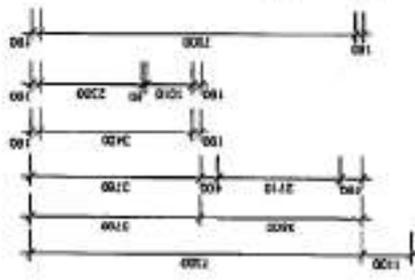
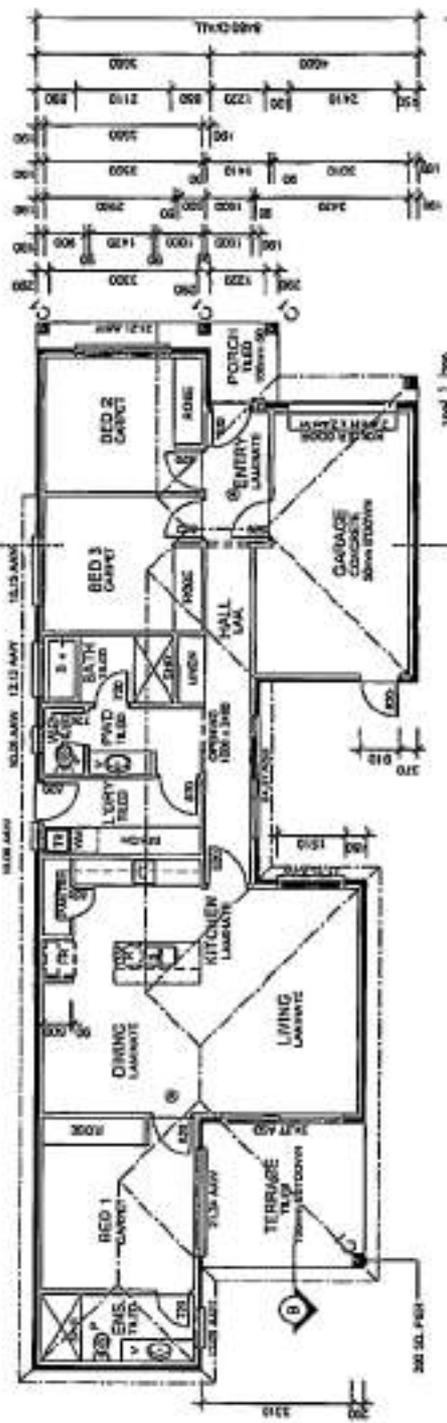
LANDSCAPE SCHEDULE

- GRASSES
1. ELEGIA
 2. VESPAHAI TRUIS
 3. VESTRIMARIA
 4. TEMPLETONIA RETUSA
- GROUND COVERS
5. LOTUS BOUTHOULETI
 6. MYOPORUM

- TREES
7. CHAMICLOR ORNAMENTAL PINKA TREES
- REMOVES SHALL BE PLANTED TO MATCH EXISTING PLANTING WITHIN 100m OF THE PROPERTY BOUNDARY. REFER TO ENGINEERS DRAWINGS FOR FINAL LOGICAL.
- PARALINE CLOTHES LINE
- 0.50 M3 PVC DOWNPIPE

PROPOSED SITE PLAN
SCALE 1 TO 200

AT THE PROPOSED RESIDENCE FOR: JOHN FELMER HOMES ADDRESS: LOT 16 17700 MAIN SOUTH ROAD O'NEILLORIAN HILL	BRAND NEW SITE PLAN		PROJECT NO: 1000 DATE: 20/10/11	SHEET NO: A1	TOTAL SHEETS: 101
			DRAWN BY: J. BROWN CHECKED BY: J. BROWN	DATE: 20/10/11	SHEET NO: A1



GENERAL NOTES:

- 1. UNFINISHED CEILING INDICATED INCLUDE DETAIL STUDY WITH SAFETY BACKUP AS PER A.S. 2704, 2704.101 SMOKE ALARM
- 2. ALL DIMENSIONS TO BE INTERCONNECTED
- 3. FALL HEIGHT CONTROL, ADVERTS - LOCATION AND DETAILS BY ENGINEER
- 4. CEILING - 25mm concrete - DETAILS BY ARCHITECT
- 5. TERRACE FINISH TREATMENT DETAILS BY SEA SPECIFICATION
- 6. ALL VENT AREAS TO BE DUALY SMOKEPROOFED WITH THE APPLICABLE STANDARD
- 7. ALL STAIR WINDPROOFING OF VENT AREAS WITHIN RESIDENTIAL BALCONY
- 8. ENERGY EFFICIENCY REPORT BY GSA SPECIFICATION
- 9. STANDARD SWITCH LIGHTING, INTERRUPTOR - OR - ALL DOWNLIGHTS
- 10. ALL EXHAUST FANS TO HAVE DAMPERS

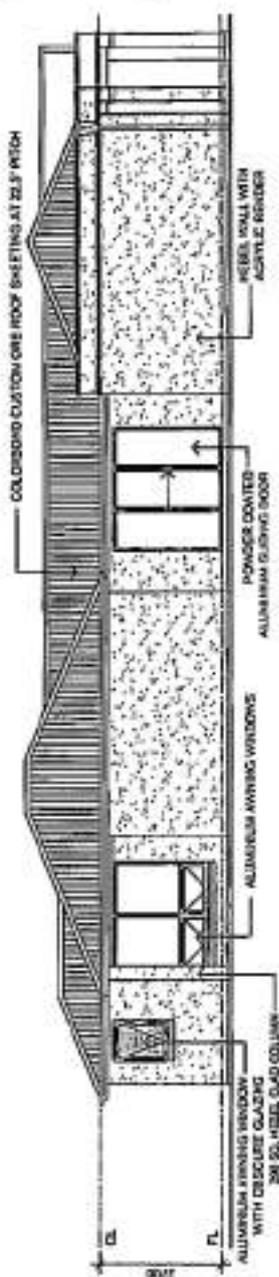
AREAS :

INDIVIDUAL SITE:	395 m ²
LIVING :	118.86 m ²
GARAGE :	21.02 m ²
PORCH :	4.89 m ²
TERRACE :	11.56 m ²
TOTAL :	156.31 m²

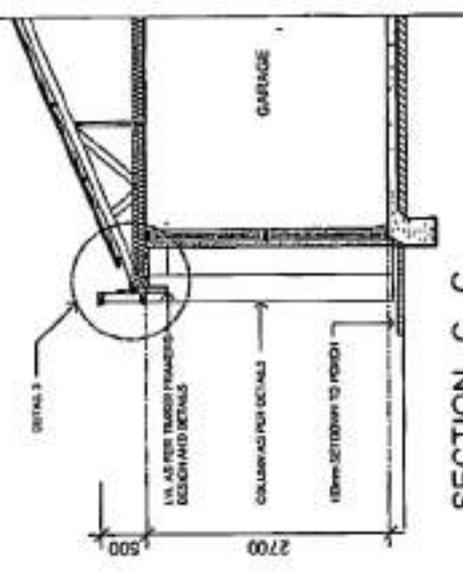
PROPOSED FLOOR PLAN
SCALE 1 TO 100

PREPARED BY: PROPOSED RESEARCH FOR FELMERI HOMES ADDRESS: LOT 18 11000 MIDLAND SOUTH ROAD DUNDASVILLE VIC 3083	DRAWING TITLE: FLOOR PLAN	HOUSING	DATE: 12/12/2013	
			DRAWN BY: 1555-08 1.000	CHECKED BY: 1555-08 1.000
PROJECT NO.: 1555-08		SHEET NO.: 41		TOTAL SHEETS: 41
PROJECT NAME: 11000 MIDLAND SOUTH ROAD		DATE: 12/12/2013		SCALE: 1:100

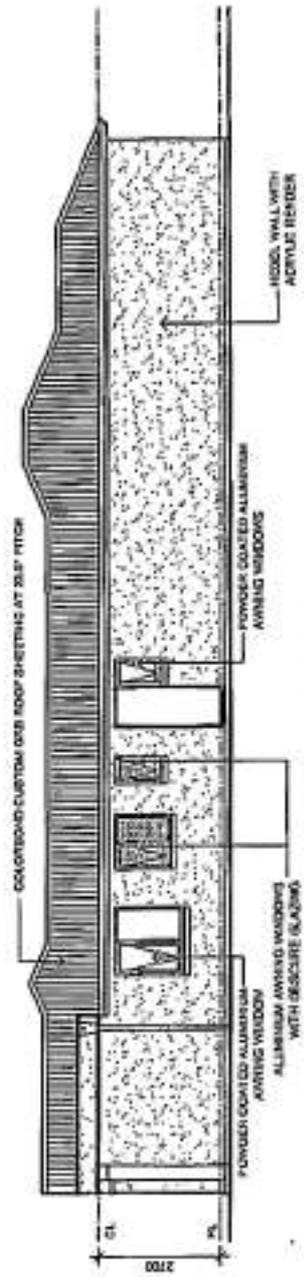




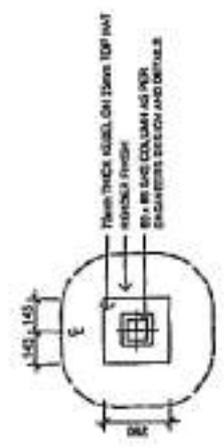
SIDE ELEVATION
SCALE 1 TO 100



SECTION C-C
SCALE 1 TO 50

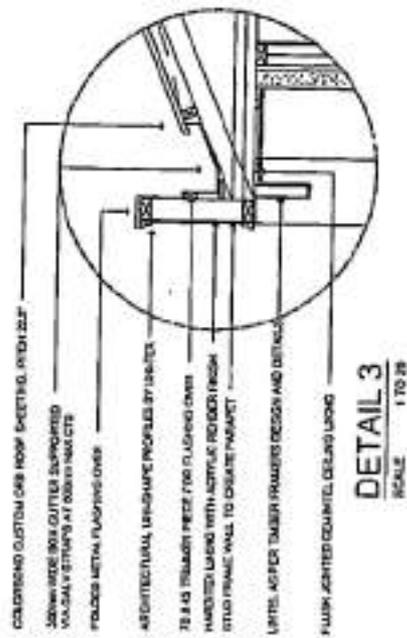


SIDE ELEVATION
SCALE 1 TO 100

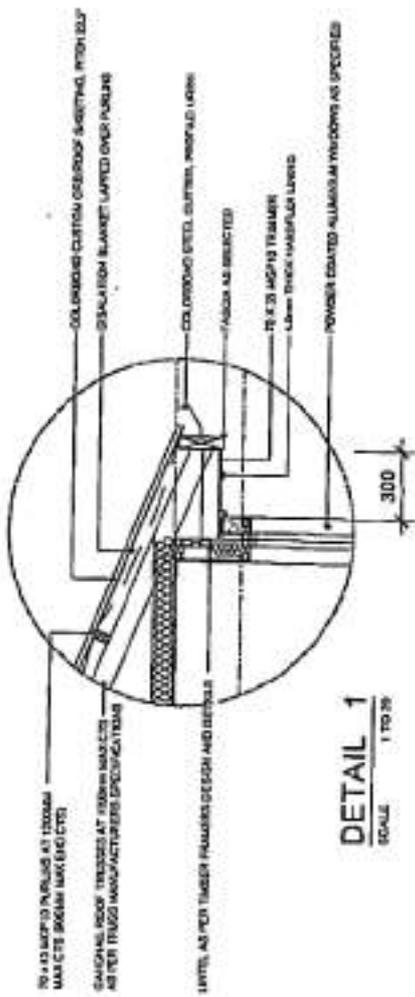


COLUMN DETAIL
SCALE 1 TO 20

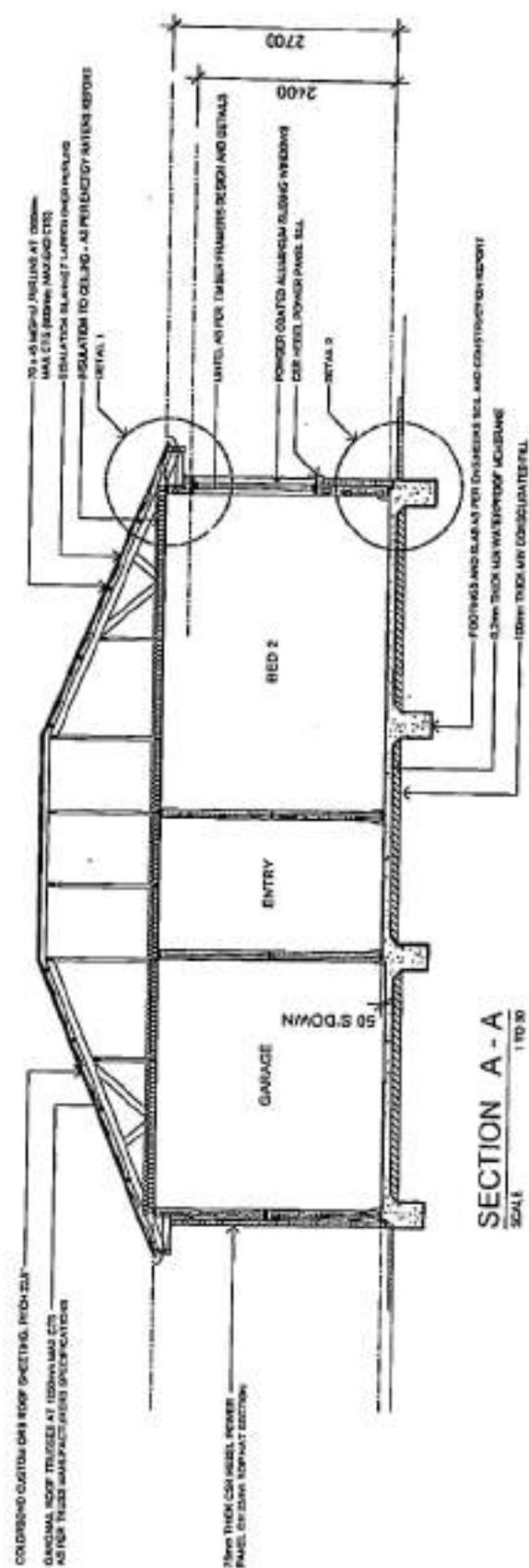
PROPOSED RESIDENT PER: GUY FELMER HOMES 107 & 11000 HIGH SOUTH ROAD CHALLINOR HILL	DRAWING TITLE ELEVATIONS & SECTION DETAILS		
		CLIENT FELMER HOMES	ARCHITECT GUY & PARTNERS
107 & 11000 HIGH SOUTH ROAD CHALLINOR HILL	DRAWING NO. 107-11000-01	SCALE 1 TO 100	DATE 15/08/2024
PROJECT NO. 107-11000	SHEET NO. 01	SHEET TOTAL 01	DRAWN BY GUY



DETAIL 3
SCALE 1 TO 20



DETAIL 1
SCALE 1 TO 20

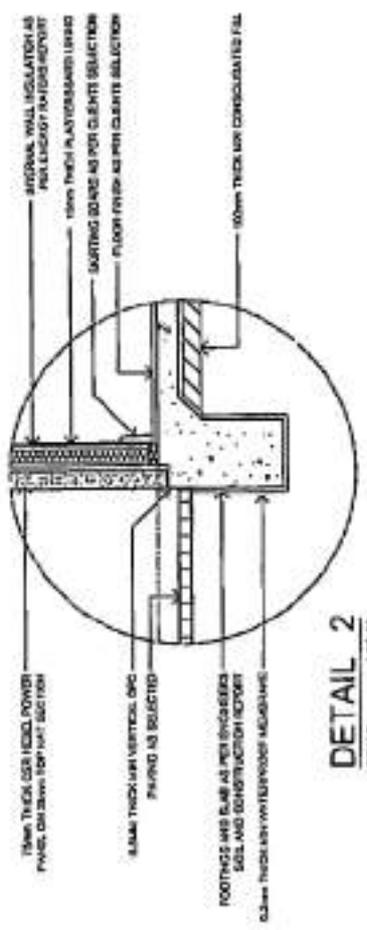


SECTION A - A
SCALE 1 TO 20

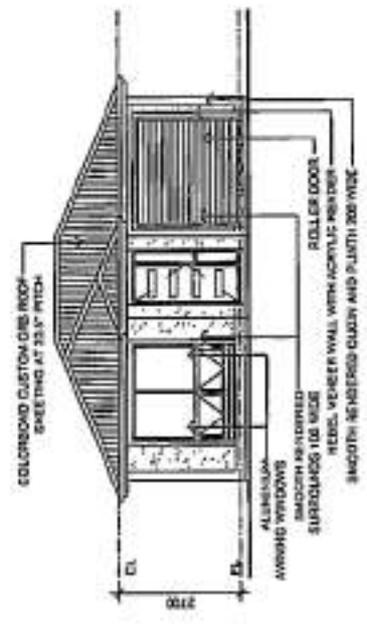
FOR FULL PROPOSED REQUIREMENTS FOR:
 10000
 FELMERI HOMES
 4000001
 LOT 16, 17/18 HAWK SOUTH ROAD
 DRAILORAN HILL

ENGINEER
 SECTION DETAILS

PROJECT NO: 4000001
 DATE: 11/11/20
 SHEET NO: A1
 OF: 400



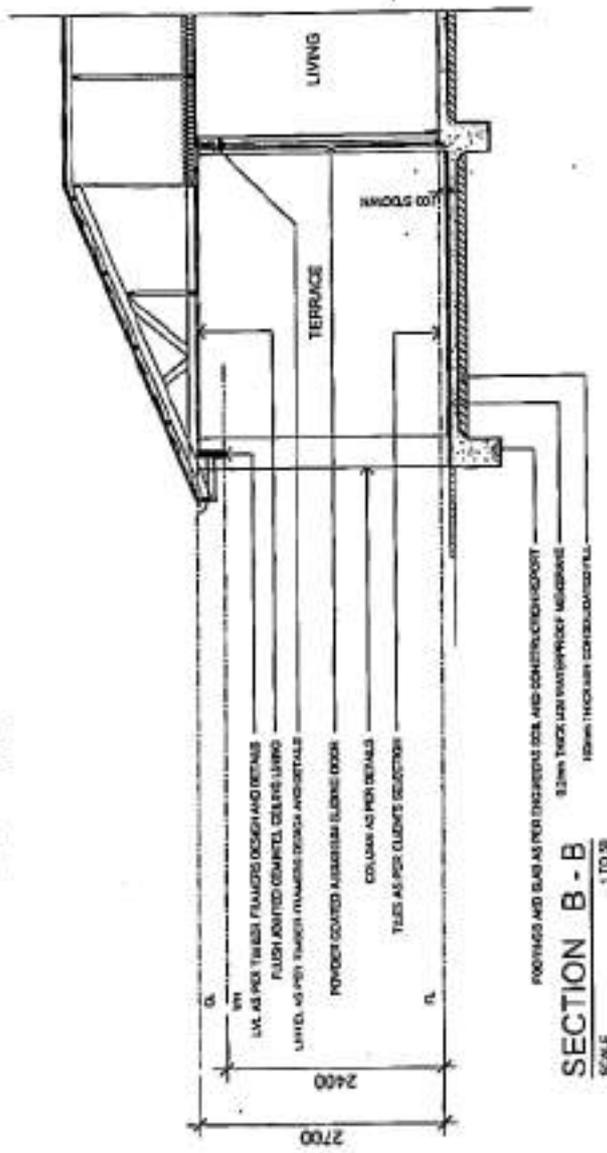
DETAIL 2
SCALE 1 TO 20



FRONT ELEVATION
SCALE 1 TO 100

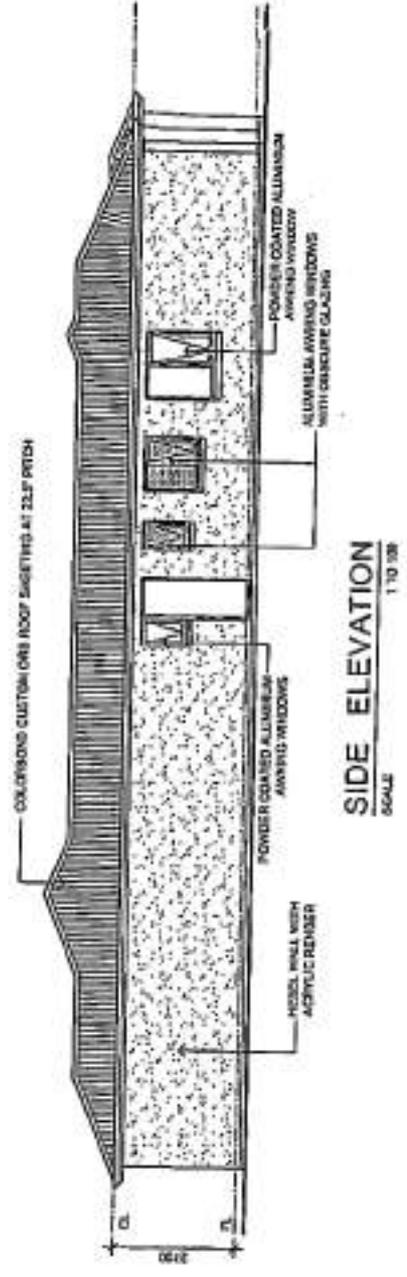
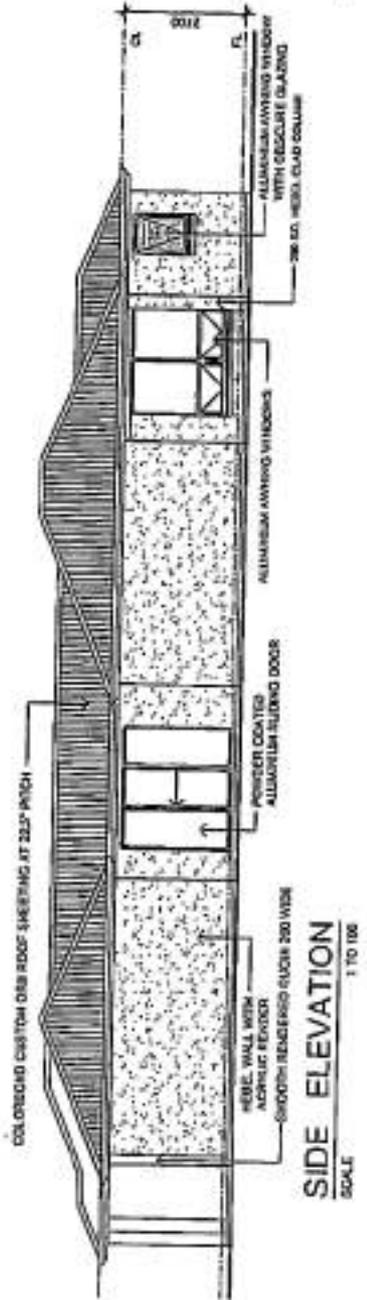


REAR ELEVATION
SCALE 1 TO 100

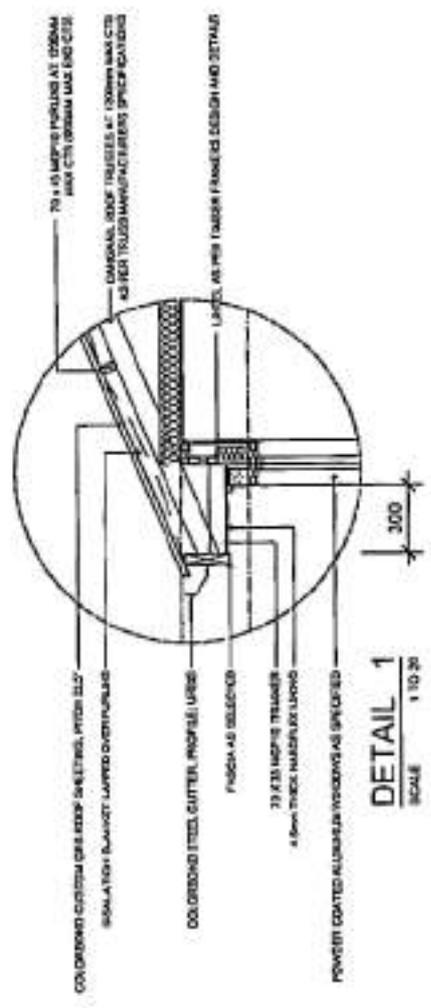


SECTION B - B
SCALE 1 TO 20

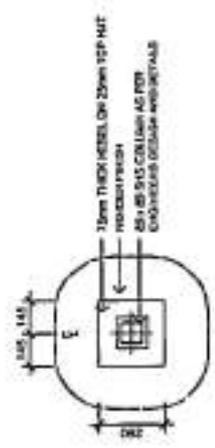
<p>FOR THE PROPOSED RESIDENT FOR CLIP FELMERI HOMES ADDRESS: LOT 17 (1338) HUB SOUTH ROAD STRATHGIRN VIC 3041</p>	<p>DRAWING TITLE: ELEVATIONS & SECTION DETAILS</p>	<p>DATE: 10/10/2018 DRAWN BY: J. SMITH CHECKED BY: J. SMITH SCALE: 1:100 SHEET NO: 01 PROJECT NO: 1338</p>	<p>Felmeri HOMES</p>
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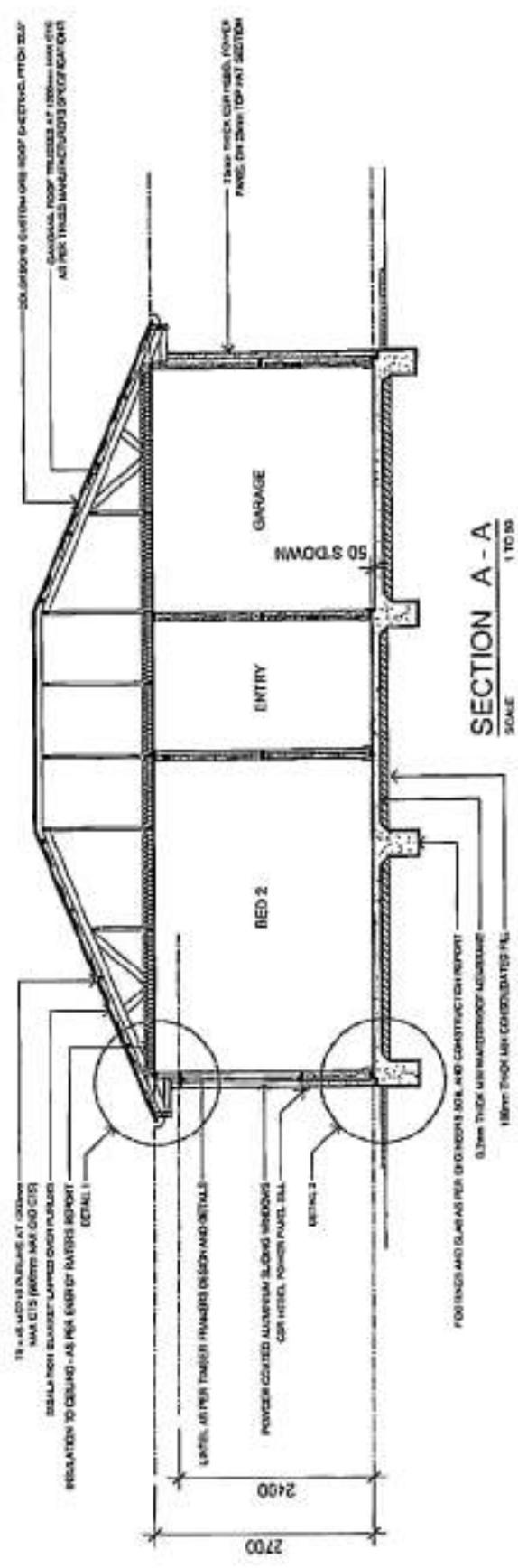
<p>NO. 1017 PROPOSED RENDER FOR PLAN FELMER HOMES ADDRESS LOT 17 1188 HARB SOUTH ROAD D'HALEMAN HILL</p>		<p>ISSUED FOR ELEVATIONS & SECTION DETAILS MEMPHIS</p>		<p>DATE 25/07/99</p>		<p>SCALE AS SHOWN</p>		<p>DATE 25/07/99</p>		<p>BY A.L.</p>	
<p style="text-align: center;">Felmeri HOMES</p>											



DETAIL 1
SCALE 1 TO 30



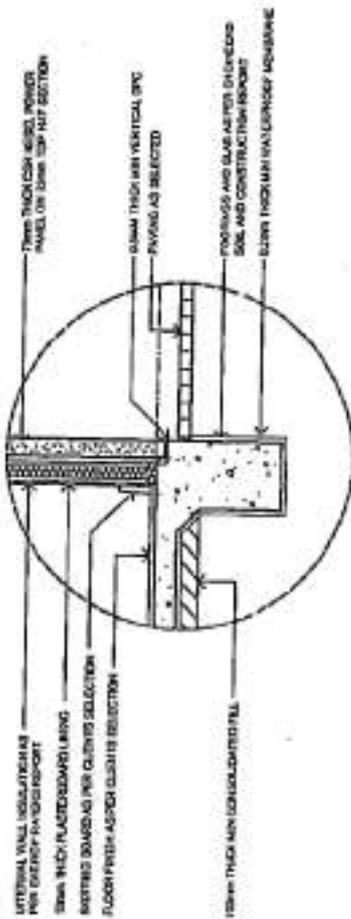
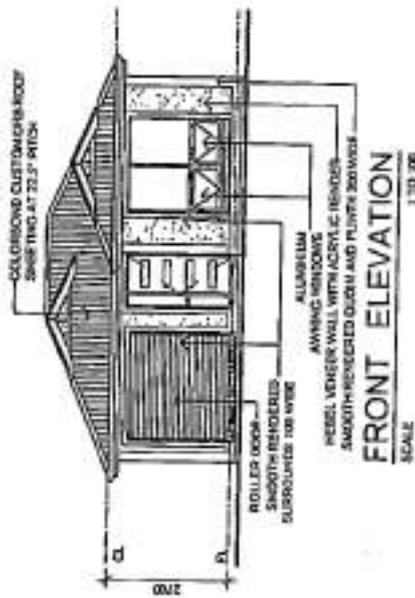
COLUMN DETAIL
SCALE 1 TO 30



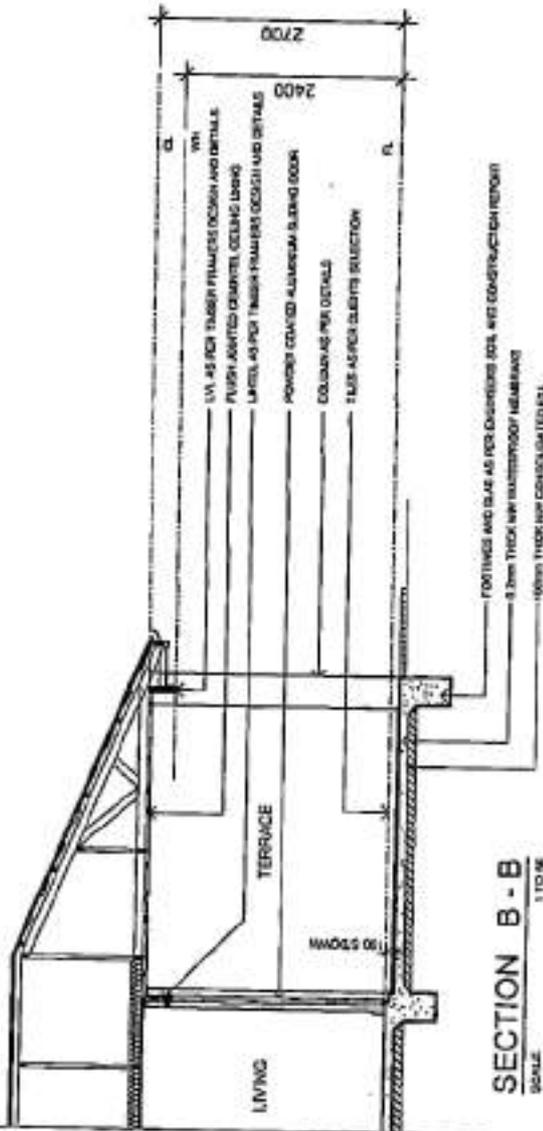
SECTION A - A
SCALE 1 TO 30

PREPARED FOR: JONAS 10111 10TH AVE SOUTH RICHMOND, BC V6X 3A7	DRAWING TITLE: SECTION DETAILS	PROJECT NO.: 10111	
		SHEET NO.: 10111-01	
CLIENT: JONAS		DATE: SEP 16 2015	
DRAWING NO.: 10111-01		SCALE: 1 TO 30	
PROJECT NAME: 10111		DRAWN BY: JONAS	
PROJECT ADDRESS: 10111 10TH AVE SOUTH RICHMOND, BC V6X 3A7		CHECKED BY: JONAS	
PROJECT CONTACT: JONAS		APPROVED BY: JONAS	
PROJECT PHONE: 604-271-1111		PROJECT FAX: 604-271-1111	
PROJECT EMAIL: jonas@jonas.com		PROJECT WEBSITE: www.jonas.com	

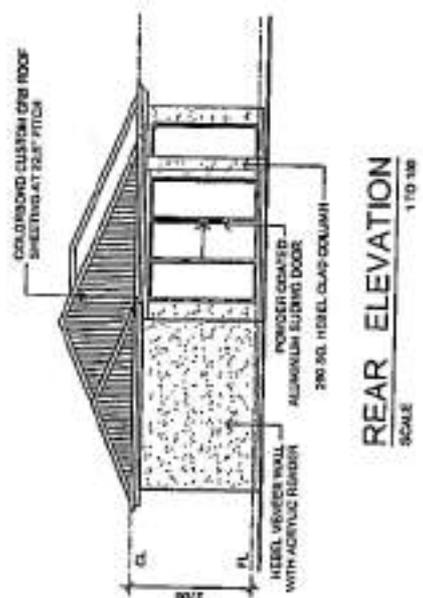




DETAIL 2
SCALE 1 TO 30

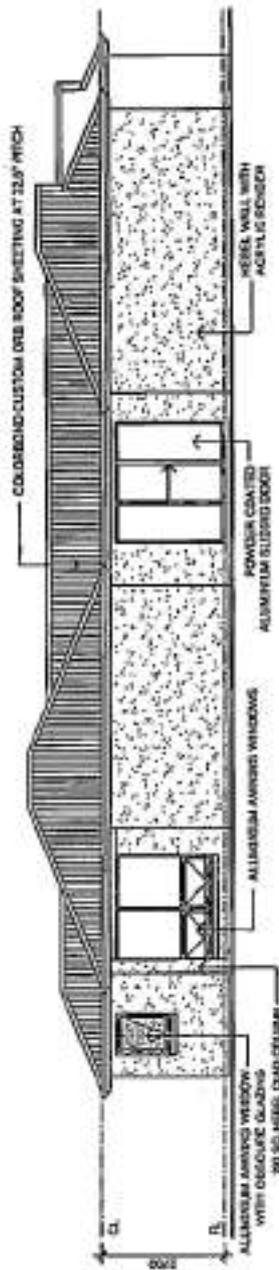


SECTION B - B
SCALE 1 TO 16



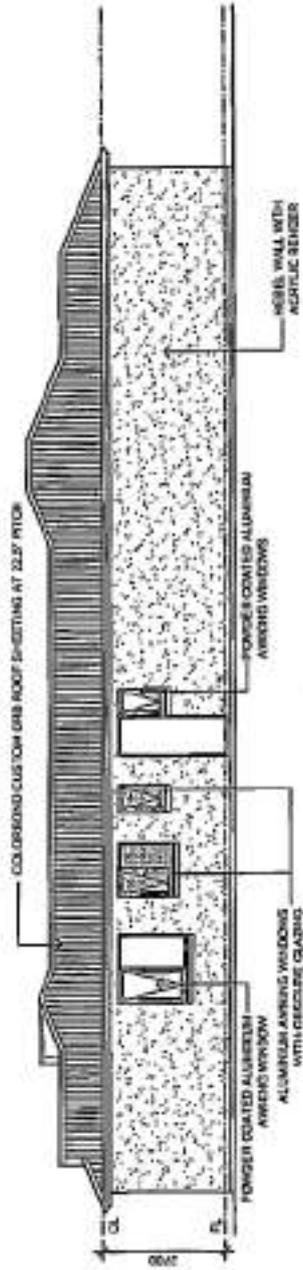
REAR ELEVATION
SCALE 1 TO 30

FOR FULL PROPOSED PERFORMANCE FOR: CLIENT: FELMER HOMES ADDRESS: LOT 18 17000 MAIN SOUTH ROAD OTHALLORAH HILL	DRAWING TITLE: ELEVATIONS & SECTION DETAILS		
		CONTRACT NO. 17-001-01 DRAWING NO. 17-001-01-01 ISSUE NO. 01 DATE: 17/01/2017 PROJECT NO. 17-001-01	CLIENT NO. 17-001-01 DRAWING NO. 17-001-01-01 ISSUE NO. 01 DATE: 17/01/2017 PROJECT NO. 17-001-01



SIDE ELEVATION

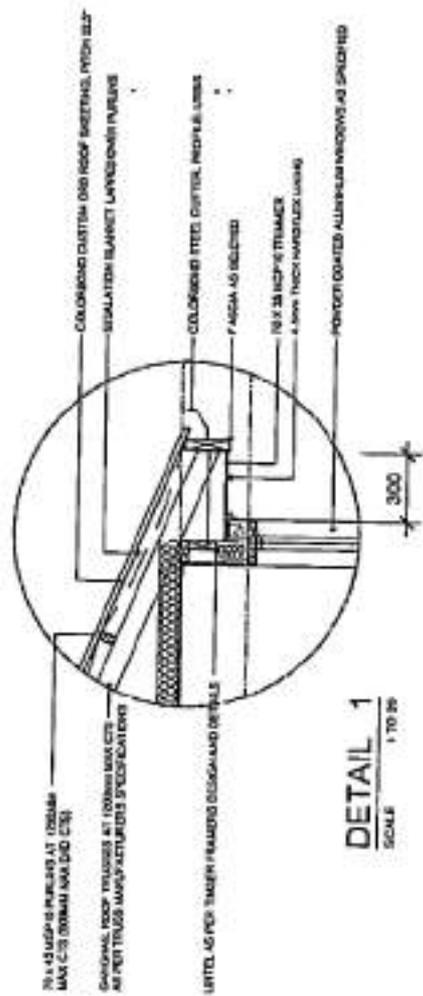
SCALE 1 TO 100



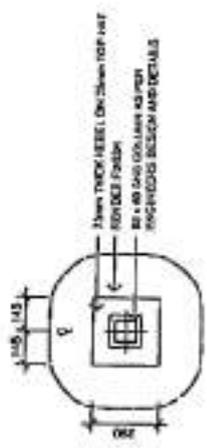
SIDE ELEVATION

SCALE 1 TO 100

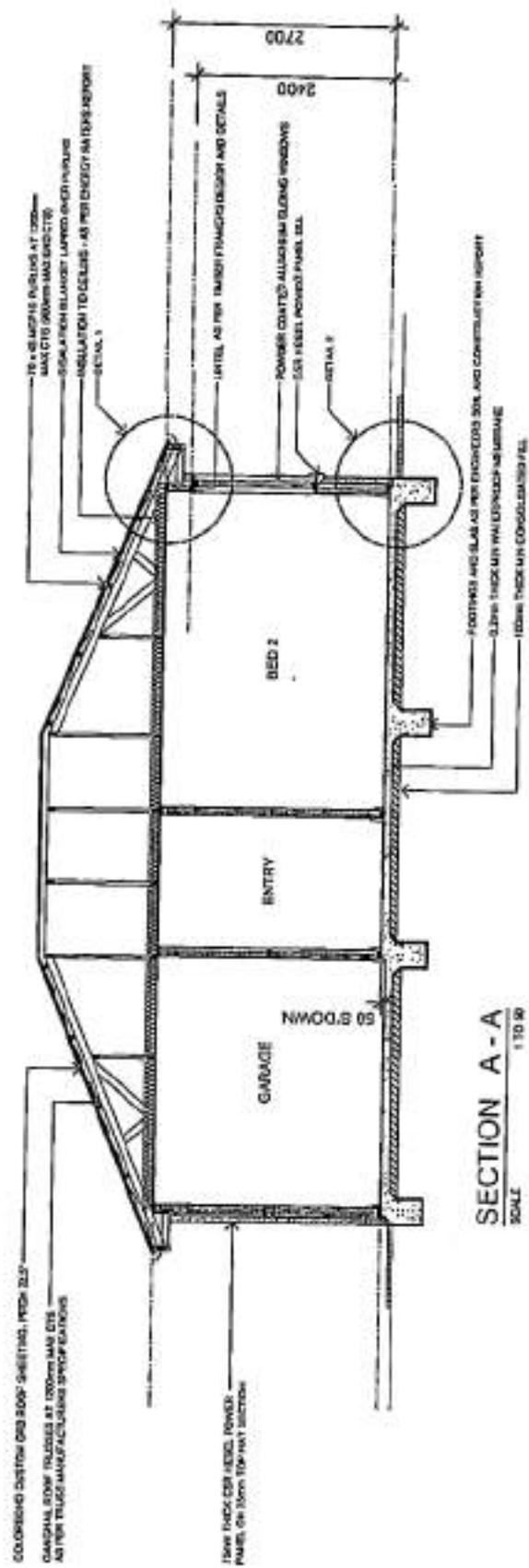
<p>ON THE PROPOSED RESIDENTIAL SITE TRACT FELMER HOMES ADDRESS LOT 18 (T18) HIGH SOUTH ROAD PALLADIUM HILL</p>	<p>DRAWING TITLE ELEVATIONS & SECTION DETAILS</p>	<p>DATE 5/17/19</p> <p>DESIGNED BY J.P.</p> <p>CHECKED BY J.P.</p> <p>DATE 5/17/19</p> <p>SCALE 1/4" = 1'-0"</p>	<p>Felmeri Homes</p> <p>LOT 18 (T18) HIGH SOUTH ROAD PALLADIUM HILL</p>
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DETAIL 1
SCALE 1 TO 20

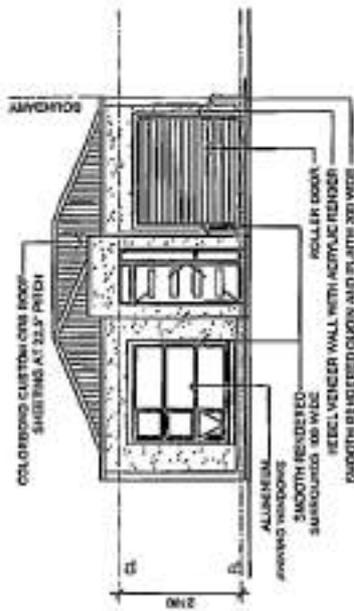


COLUMN DETAIL
SCALE 1 TO 20



SECTION A-A
SCALE 1 TO 40

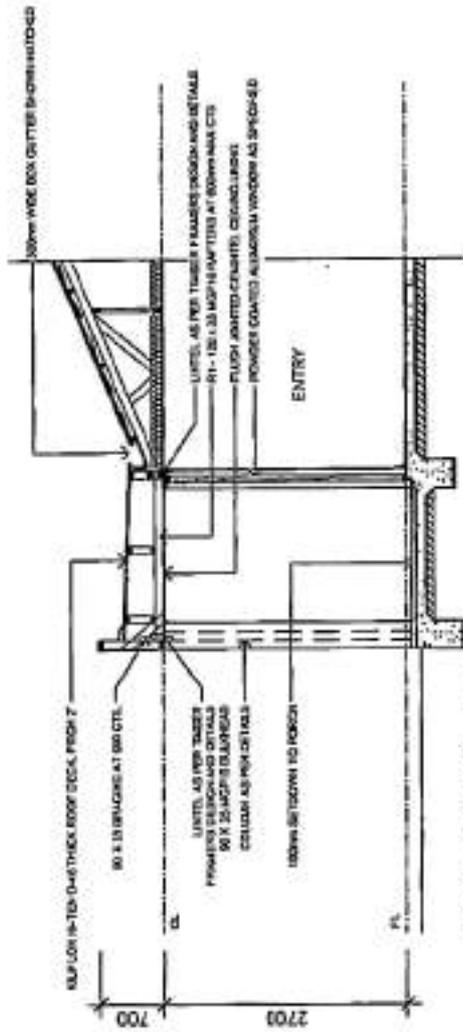
		SHEET NO. 43 SHEET DATE 05/19/11
PROJECT NO. 11-00001 CLIENT: [REDACTED]	DRAWN BY: [REDACTED] CHECKED BY: [REDACTED]	DATE: 05/19/11
PREPARED FOR: FELMERI ROOFING ADDRESS: LET 18 JINKEI PLAZA SOUTH BOW OTHALLOON HILL	DRAWING TITLE: SECTION DETAILS	PROJECT NO. 11-00001



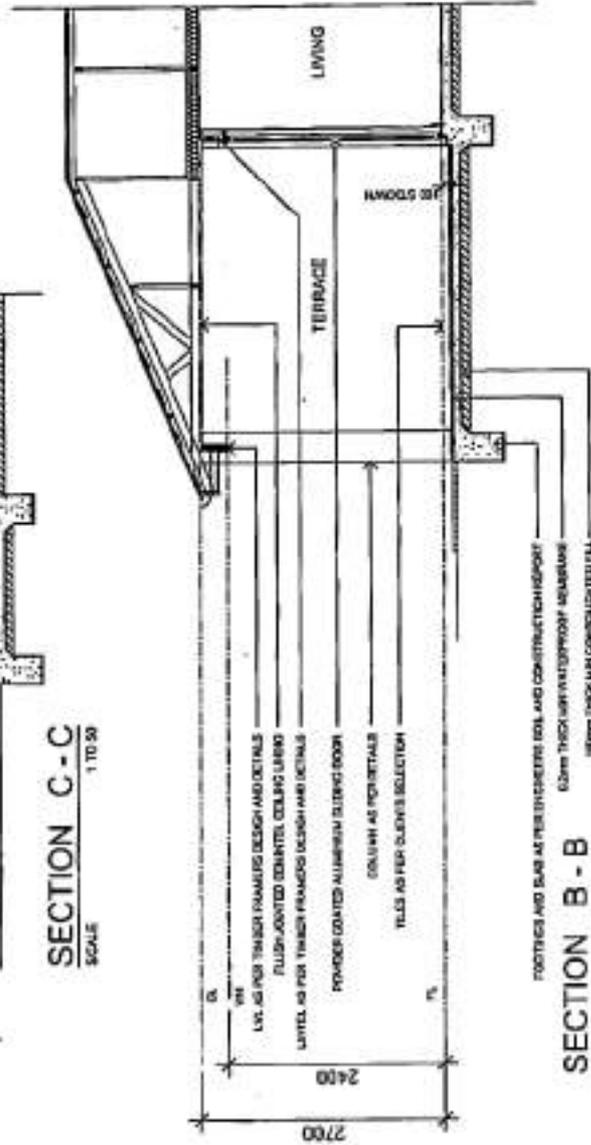
FRONT ELEVATION
SCALE 1 TO 100



REAR ELEVATION
SCALE 1 TO 100



SECTION C-C
SCALE 1 TO 50

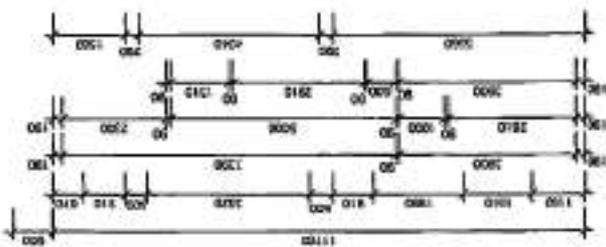
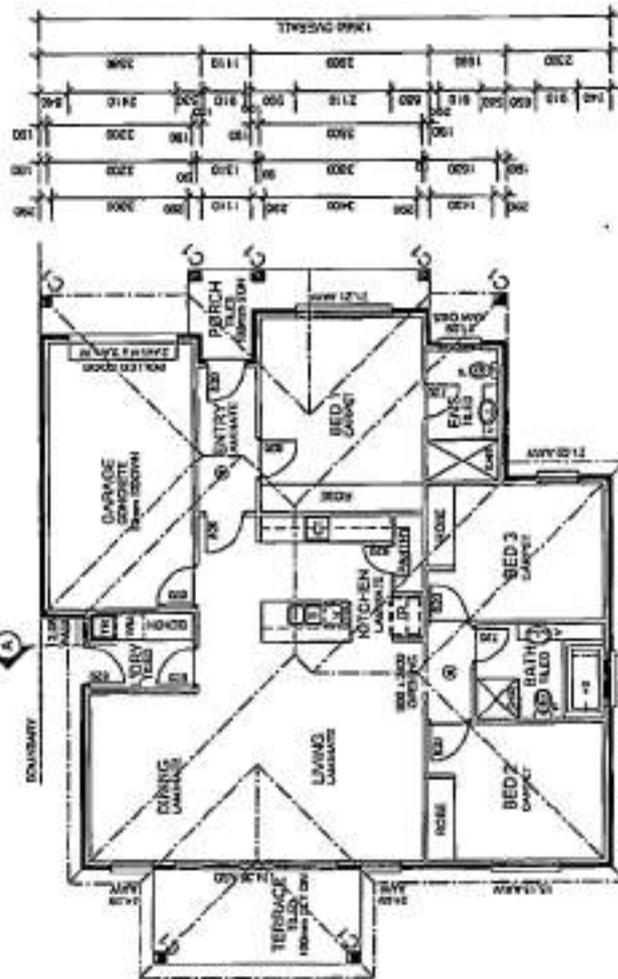
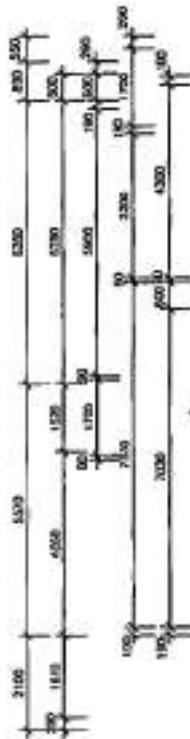


SECTION B-B
SCALE 1 TO 50

PREPARED FOR: CLIENT POLYMER NOTES ADDRESS: LOT 18 11000 MAIN SOUTH ROAD CHATHAM TOWN	DRAWING TITLE: ELEVATIONS & SECTION DETAILS		COVERED BY THE BUILDING CONTRACT AND THE BUILDING REGULATIONS AND THE BUILDING ACT 2004 AND THE BUILDING (RATES) ACT 2004. THE CLIENT ACCEPTS THE RESPONSIBILITY FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING AND THE BUILDING REGULATIONS AND THE BUILDING ACT 2004. THE CLIENT ACCEPTS THE RESPONSIBILITY FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING AND THE BUILDING REGULATIONS AND THE BUILDING ACT 2004.	DATE: 10/10/10 SCALE: 1:50 DRAWN: J.P. CHECKED: J.P. PROJECT: 10/10/10 SHEET: 5/10/10 OF: 5/10/10
			PROJECT NO.: 10/10/10 DRAWING NO.: 10/10/10	

GENERAL NOTES:

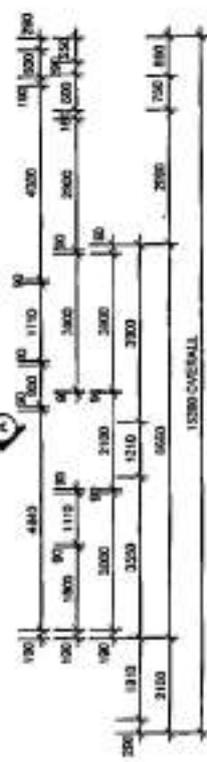
- 1. HANDBOOKS BEING MOUNTED GARAGE DETECTORS WITH BATTERY BACKUP AS PER A.S. 374.1 AND 374.2. ALL DETECTORS TO BE INTERCONNECTED.
- 2. FALL HEIGHT CONTROLS - LOCAL AND DETAIL BY ENGINEER.
- 3. 80 x 80 x 155mm COLLARS - DETAILS BY ENGINEER.
- 4. TERMINAL TERMINAL TERMINAL DETAILS BY SPECIFICATION.
- 5. ALL MET-ASBESTOS TO BE SEAL IN ACCORDANCE WITH THE AUSTRALIAN STANDARD AS 374.1 AND 374.2. ALL MET-ASBESTOS TO BE INTERCONNECTED.
- 6. DETECTORS TO BE INTERCONNECTED TO THE LOCAL AND DETAIL BY ENGINEER.
- 7. STANDARD BATTERY LIGHTING THROUGHOUT - ON ALL DOWNLIGHTS ARE TO HAVE NON-FLAMMABLE COVERS.
- 8. ALL EXHAUST FANS TO HAVE DAMPERS.



AREAS:

INDIVIDUAL SITE:	187 m ²
LIVING:	118.09 m ²
GARAGE:	20.81 m ²
TERRACE:	3.79 m ²
PORCH:	6.18 m ²
TOTAL:	154.79 m²

SITE COVERAGE: 22 %
PRIVATE OPEN SPACE: 57% 400 m²



PROPOSED FLOOR PLAN
SCALE: 1 TO 100

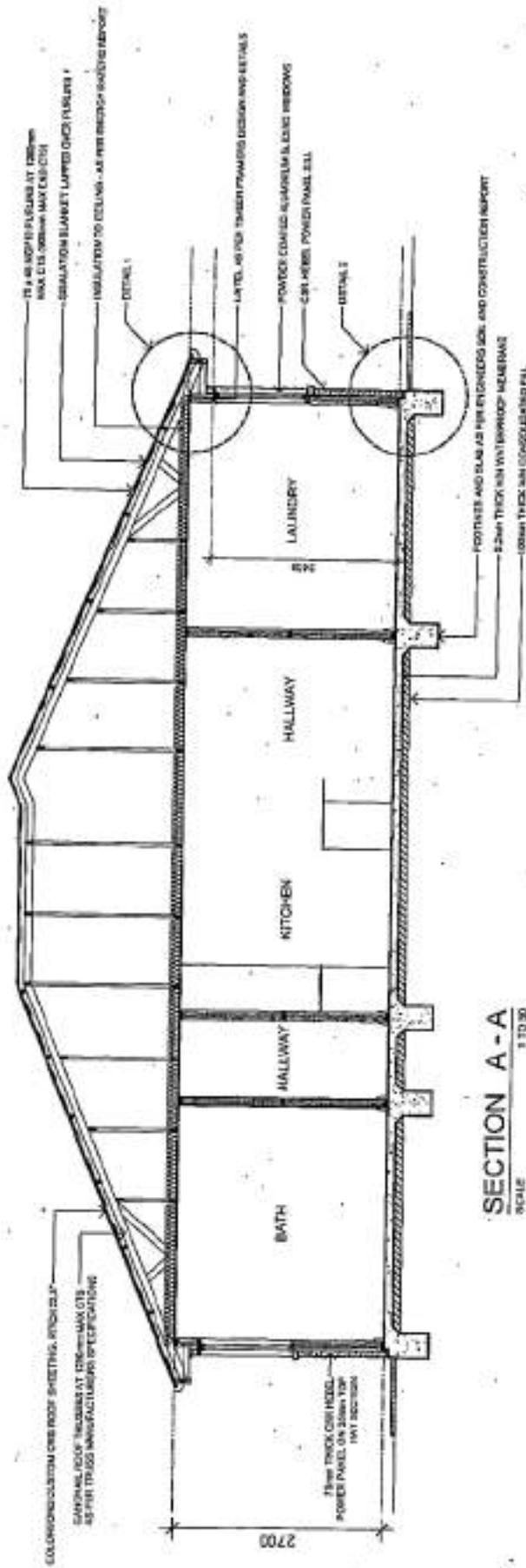


CONTRACT NO. 10/100/01
DATE: 10/10/01
DRAWN: [Name]
CHECKED: [Name]
APPROVED: [Name]

FOR FILE
PROPOSED RESIDENCE FOR
MRS
TOLIVER HAYES
LOT 19, 11200 NASH SAUNDERS ROAD
ORANGEVILLE VIC 3743

OWNER: [Name]

DATE: 10/10/01



SECTION A-A
SCALE 3/8" = 1'-0"

PREPARED REFERENCE FOR: FELMER HITES LOT 20 (17K) HWY SOUTH ROAD HALLGANG, N.J.	DRAWING TITLE: SECTION		PROJECT NO.: 1524-18	SCALE: 3/8" = 1'-0"	DATE: 03/27/18	DRAWN BY: AS	CHECKED BY:
			PROJECT NO.: 1524-18	SCALE: 3/8" = 1'-0"	DATE: 03/27/18	DRAWN BY: AS	CHECKED BY: