

## Form 1 - Vendor's statement

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

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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:

Street 1	State	Postcode
Street 2		
Suburb		

2 Purchaser's registered agent:

Address:

Street 1	State	Postcode
Street 2		
Suburb		

3 Vendor:

MARIA THERESA SKIPWORTH

Address:

Street 1 22 HERITAGE DRIVE	State SA	Postcode 5158
Street 2		
Suburb SHEIDOW PARK		

4 Vendor's registered agent:

MAGAIN REAL ESTATE HAPPY VALLEY

Address:

Street 1 SHOP 2, 50 KENIHANS ROAD	State SA	Postcode 5159
Street 2		
Suburb HAPPY VALLEY		

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 Whole of Allotment 924 in Deposited Plan 63519

Street 1 27 MARINER DRIVE	State SA	Postcode 5158
Street 2		
Suburb SHEIDOW PARK		
being the *whole / portion of the land comprised in Certificate of Title		
Volume 5910 Folio 960		

## 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:

22 HERITAGE DRIVE, SHEIDOW PARK 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, 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;
- (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, MARIA THERESA SKIPWORTH

of 22 HERITAGE DRIVE, SHEIDOW PARK 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: 12 Sep 2025

Signed: 

Date:

Signed:

Date:

Signed:

Date:

Signed:

SIGN  
HERE**Part D - Certificate with respect to prescribed inquiries by registered agent**

(section 9)

**To the purchaser:**

I, Nicole Xenides, of Cornerstone Conveyancing SA,

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: 12 Sep 2025

Signed: SIGN  
HERE

\*Vendor's / Purchaser's agent

\*Person authorised to act on behalf of \*Vendor's/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

[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.]

## 1. General

### 1.1 Mortgage of land

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

**Is this item applicable?**

YES

YES

**Will this be discharged or satisfied prior to or at settlement?**

**Are there attachments?**

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Refer to Certificate of Title attached hereto

Number of mortgage (if registered):

11196740  
12181586

Name of mortgagee:

11196740 - AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

12181586 - AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

**1.2 Easement**

(whether over the land or annexed to the land)

**Note** - "Easement" includes rights of way and party wall rights**[Note** - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]**Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?****Are there attachments?**

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Refer to Property Interest Report (PIR) page 13 attached hereto

<input checked="" type="checkbox"/>
NO
YES

Description of land subject to easement:

The whole of the land

Nature of easement:

Statutory Easement to SA Power Networks

Are you aware of any encroachment on the easement?

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

NO

If YES, give details:

<input checked="" type="checkbox"/>
NO
YES

**1.3 Restrictive covenant****[Note** - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]**Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?****Are there attachments?**

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

- a) Refer to Memorandum of Encumbrance 1 and 2
- b) Refer to Certificate of Title both attached hereto

Nature of restrictive covenant:

- a) 9778487 ENCUMBRANCE 1  
9778488 ENCUMBRANCE 2
- B) 8425749A LAND MANAGEMENT AGREEMENT

Name of person in whose favour restrictive covenant operates:

- a) BORAL RESOURCES (SA) LTD. AND FAIRMONT HOMES PTY. LTD.
- b) PERRY BARR PTY LTD & WOODEND PARK PTY LTD

Does the restrictive covenant affect the whole of the land being acquired?

YES

If NO, give details:

Does the restrictive covenant affect land other than that being acquired?

**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.)

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

**Is this item applicable?**

**Will this be discharged or satisfied prior to or at settlement?**

**Are there attachments?**

*If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):*

Name of parties:

Period of lease, agreement for lease etc:

From  to

Amount of rent or licence fee:

\$  per  (period)

Is the lease, agreement for lease etc in writing?

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):

<input type="checkbox"/>
<input type="checkbox"/>

## 5. Development Act 1993 (repealed)

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

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

*Is this item applicable?*

NO

YES

*Will this be discharged or satisfied prior to or at settlement?*

*Are there attachments?*

*If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):*

Refer to Council Search page 2 attached hereto

Condition(s) of authorisation:

Refer to Council Search page 2 attached hereto

## 6. Repealed Act conditions

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

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

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

*If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):*

Nature of condition(s):

## 7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

*If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):*

Date of notice:

Amount of levy payable:

## 29. Planning, Development and Infrastructure Act 2016

29.1	Part 5 - Planning and Design Code	<b>Is this item applicable?</b> <input checked="" type="checkbox"/> <b>Will this be discharged or satisfied prior to or at settlement?</b> <input type="checkbox"/> <b>Are there attachments?</b> <b>If YES, identify the attachment(s)</b> (and, if applicable, the part(s) containing the particulars): Refer to Council Search pages 16 - 17 attached hereto	<input checked="" type="checkbox"/> <input type="checkbox"/> YES			
Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): <table border="1"><tr><td>Zones Hills Neighbourhood (HN)</td></tr><tr><td>Subzones No</td></tr><tr><td>Refer to Attachment A for Zoning Overlays</td></tr></table>				Zones Hills Neighbourhood (HN)	Subzones No	Refer to Attachment A for Zoning Overlays
Zones Hills Neighbourhood (HN)						
Subzones No						
Refer to Attachment A for Zoning Overlays						
Is there a State heritage place on the land or is the land situated in a State heritage area? <input type="checkbox"/> NO						
Is the land designated as a local heritage place? <input type="checkbox"/> NO						
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? <input type="checkbox"/> NO						
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? <input type="checkbox"/> NO						
<b>Note</b> - For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a> .						

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 attachment  
even if not applicable.]**

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

*If YES, identify the attachment(s)*

*(and, if applicable, the part(s) containing the particulars):*

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Date of authorisation:


Name of relevant authority that granted authorisation:


Condition(s) of authorisation:


29.3 section 139 - Notice of  
proposed work and notice may  
require access

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

*If YES, identify the attachment(s)*

*(and, if applicable, the part(s) containing the particulars):*

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Date of notice:


Name of person giving notice of proposed work:


Building work proposed (as stated in the notice):


Other building work as required pursuant to the Act:


29.4 section 140 - Notice requesting access

Is this item applicable? \_\_\_\_\_

Will this be discharged or satisfied prior to or at settlement? \_\_\_\_\_

Are there attachments?

If YES, identify the attachment(s)

(and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of person requesting access:

Reason for which access is sought (as stated in the notice):

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable? \_\_\_\_\_

Will this be discharged or satisfied prior to or at settlement? \_\_\_\_\_

Are there attachments?

If YES, identify the attachment(s)

(and, if applicable, the part(s) containing the particulars):

Date of order:

Terms of order:

Building work (if any) required to be carried out:

Amount payable (if any):

29.6 section 142 - Notice to complete development

**Is this item applicable?**

**Will this be discharged or satisfied prior to or at settlement?**

**Are there attachments?**

*If YES, identify the attachment(s)*

*(and, if applicable, the part(s) containing the particulars):*

Date of notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.7 section 155 - Emergency order

**Is this item applicable?**

**Will this be discharged or satisfied prior to or at settlement?**

**Are there attachments?**

*If YES, identify the attachment(s)*

*(and, if applicable, the part(s) containing the particulars):*

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

~~Is this item applicable?~~~~Will this be discharged or satisfied prior to or at settlement?~~~~Are there attachments?~~*If YES, identify the attachment(s)**(and, if applicable, the part(s) containing the particulars):*

Date of notice:

Name of authority giving notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

~~Is this item applicable?~~~~Will this be discharged or satisfied prior to or at settlement?~~~~Are there attachments?~~*If YES, identify the attachment(s)**(and, if applicable, the part(s) containing the particulars):*

Date of agreement:

Names of parties:

Terms of agreement:

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

**Is this item applicable?**

**Will this be discharged or satisfied prior to or at settlement?**

**Are there attachments?**

If YES, identify the attachment(s)

(and, if applicable, the part(s) containing the particulars):

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Date requirement given:


Name of body giving requirement:


Nature of requirement:


Contribution payable (if any):


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

**Is this item applicable?**

**Will this be discharged or satisfied prior to or at settlement?**

**Are there attachments?**

If YES, identify the attachment(s)

(and, if applicable, the part(s) containing the particulars):

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Date of agreement:


Names of parties:


Terms of agreement:


Contribution payable (if any):


29.12 Part 16 Division 1 - Proceedings

~~Is this item applicable?~~~~Will this be discharged or satisfied prior to or at settlement?~~~~Are there attachments?~~~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~
  
  


Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

~~Is this item applicable?~~~~Will this be discharged or satisfied prior to or at settlement?~~~~Are there attachments?~~~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~
  
  


Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

Building work (if any) required to be carried out:

Amount payable (if any):

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

**Are there attachments?**

If YES, identify the attachment(s)

(and, if applicable, the part(s) containing the particulars):

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

Building work (if any) required to be carried out:

## 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 still in existence for building work on the land:

1 Name(s) of person(s) insured:

J & M SKIPWORTH

2 Name of insurer:

HIA INSURANCE SERVICES P/L

3 Limitations on the liability of the insurer:

[Redacted]

4 Name of builder:

CONSTRUCTION SERVICES AUSTRALIA PTY LTD

5 Builder's licence number:

GO08969

6 Date of issue of insurance:

15/10/2003

7 Description of insured building work:

SINGLE DWELLING

### 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?

NO

If YES, give details:

(a) Date of the exemption:

[Redacted]

(b) Name of builder granted the exemption:

[Redacted]

(c) Licence number of builder granted the exemption:

[Redacted]

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

[Redacted]

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

[Redacted]

## ANNEXURES

~~\* There are no documents annexed hereto~~

\* The following documents are annexed hereto -

Form R3  
 Certificate of Title  
 Property Interest Report (PIR)  
 Title & Valuation Package  
 Check Search  
 Historical Search  
 Council Search  
 Certificate of Emergency Services Levy Payable  
 Certificate of Land Tax Payable  
 Certificate of Water and Sewer Charges & Encumbrance Information  
 Memorandum of Encumbrance x 2  
 Land Management Agreement

## ACKNOWLEDGEMENT OF RECEIPT

\* I / We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed: 

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: 

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGN  
HERE**

(\*Strike out whichever is not applicable)

# ATTACHMENT A -

## Form 1 - Vendor's statement (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

*This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item. Please insert the relevant corresponding Part, Division, particulars or item number and heading.*

ITEM	DESCRIPTION:
29.1	<p>Zoning overlays</p> <p>Overlays</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>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>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>

# Form R3

## Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2025 regulation 16

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 recommends that you check the Consumer and Business Advice section on the following website: [www.cbs.sa.gov.au](http://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 of the issues are relevant to each heading.

### Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **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** termiteicides?
- 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** (eg 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 Consumer and Business Advice section on the following website: [www.cbs.sa.gov.au](http://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.



**Product** Register Search (CT 5910/960)  
**Date/Time** 08/09/2025 04:53PM  
**Customer Reference** 3104  
**Order ID** 20250908010483

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 5910 Folio 960

**Parent Title(s)** CT 5907/913

**Creating Dealing(s)** RTC 9760999

**Title Issued** 02/02/2004      **Edition** 6      **Edition Issued** 04/08/2021

### Estate Type

FEE SIMPLE

### Registered Proprietor

MARIA THERESA SKIPWORTH  
OF 27 MARINER DRIVE SHEIDOW PARK SA 5158

### Description of Land

ALLOTMENT 924 DEPOSITED PLAN 63519  
IN THE AREA NAMED SHEIDOW PARK  
HUNDRED OF NOARLUNGA

### Easements

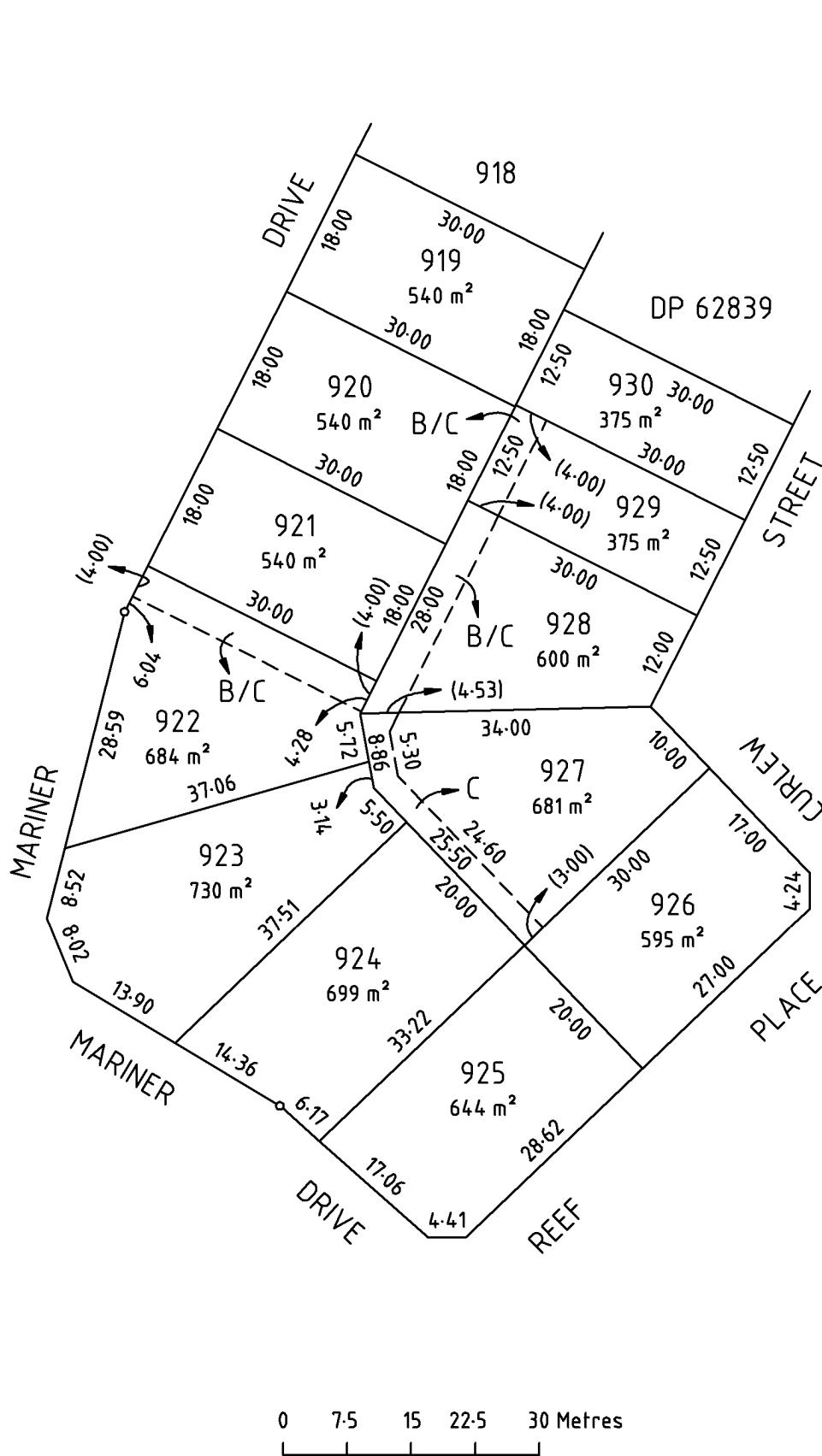
NIL

### Schedule of Dealings

Dealing Number	Description
8425749A	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
9778487	ENCUMBRANCE TO BORAL RESOURCES (SA) LTD. (SINGLE COPY ONLY)
9778488	ENCUMBRANCE TO FAIRMONT HOMES PTY. LTD. (SINGLE COPY ONLY)
11196740	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. AS JOINT TENANTS
12181586	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

### Notations

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



# Property Interest Report

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

<b>Title Reference</b>	CT 5910/960	<b>Reference No.</b> 2709689
<b>Registered Proprietors</b>	M T*SKIPWORTH	<b>Prepared</b> 08/09/2025 16:53
<b>Address of Property</b>	27 MARINER DRIVE, SHEIDOW PARK, SA 5158	
<b>Local Govt. Authority</b>	THE CORPORATION OF THE CITY OF MARION	
<b>Local Govt. Address</b>	POST OFFICE BOX 21, PARK HOLME, SA 5043	

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

## Table of Particulars

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

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

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

### 1. General

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

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

## 7. Emergency Services Funding Act 1998

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

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

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

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

## 17. *Land Acquisition Act 1969*

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

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

Act

18.18 section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act  
The regional landscape board has no record of any notice affecting this title

18.19 section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act  
The regional landscape board has no record of any notice affecting this title

18.20 section 215 - Orders made by ERD Court  
The regional landscape board has no record of any notice affecting this title

18.21 section 219 - Management agreements  
The regional landscape board has no record of any notice affecting this title

18.22 section 235 - Additional orders on conviction  
The regional landscape board has no record of any notice affecting this title

**19. *Land Tax Act 1936***

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

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

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

**21. *Local Government Act 1999***

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

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

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

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

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

**24. *Mining Act 1971***

24.1 Mineral tenement (other than an exploration licence)  
Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

24.2 section 9AA - Notice, agreement or order to waive exemption from authorised operations  
Contact the vendor for these details

24.3 section 56T(1) - Consent to a change in authorised operations  
Contact the vendor for these details

24.4 section 58(a) - Agreement authorising tenement holder to enter land  
Contact the vendor for these details

24.5 section 58A - Notice of intention to commence authorised operations or apply for lease or licence  
Contact the vendor for these details

24.6 section 61 - Agreement or order to pay compensation for authorised operations  
Contact the vendor for these details

24.7 section 75(1) - Consent relating to extractive minerals  
Contact the vendor for these details

24.8 section 82(1) - Deemed consent or agreement  
Contact the vendor for these details

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

## 25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28.1 section 23(1) - Notice of contribution payable

The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

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

29.1 Part 5 - Planning and Design Code

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

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

also

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

also

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

also

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

also

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

also

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

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

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

32.1 section 66 - Direction or requirement to avert 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

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

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

## Additional Information

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The following additional information is provided for your information only.

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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



**Product** Title and Valuation Package  
**Date/Time** 08/09/2025 04:53PM  
**Customer Reference** 3104  
**Order ID** 20250908010483

## Certificate of Title

**Title Reference** CT 5910/960  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 16519229  
**Address for Notices** 27 MARINER DR SHEIDOW PARK 5158  
**Area** 699m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

MARIA THERESA SKIPWORTH  
OF 27 MARINER DRIVE SHEIDOW PARK SA 5158

## Description of Land

ALLOTMENT 924 DEPOSITED PLAN 63519  
IN THE AREA NAMED SHEIDOW PARK  
HUNDRED OF NOARLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 9778486  
**Dealing Date** 03/02/2004  
**Sale Price** \$93,000  
**Sale Type** TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	8425749A	
ENCUMBRANCE	9778487	BORAL RESOURCES (SA) LTD. (ACN: 007 516 494)
ENCUMBRANCE	9778488	FAIRMONT HOMES PTY. LTD. (ACN: 007 724 094)
MORTGAGE	11196740	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
MORTGAGE	12181586	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

### Stoppers

NIL

## Valuation Numbers



**Product** Title and Valuation Package  
**Date/Time** 08/09/2025 04:53PM  
**Customer Reference** 3104  
**Order ID** 20250908010483

Valuation Number	Status	Property Location Address
1054384403	CURRENT	27 MARINER DRIVE, SHEIDOW PARK, SA 5158

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

Valuation Number	1054384403
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2004
Property Location	27 MARINER DRIVE, SHEIDOW PARK, SA 5158
Local Government	MARION
Owner Names	MARIA THERESA SKIPWORTH
Owner Number	16519229
Address for Notices	27 MARINER DR SHEIDOW PARK 5158
Zone / Subzone	HN - Hills Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	10H DG PER
Local Government Description	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D63519 ALLOTMENT 924	CT 5910/960

## Values



**Product** Title and Valuation Package  
**Date/Time** 08/09/2025 04:53PM  
**Customer Reference** 3104  
**Order ID** 20250908010483

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$355,000	\$990,000			
Previous	\$310,000	\$850,000			

## Building Details

<b>Valuation Number</b>	1054384403
<b>Building Style</b>	Conventional
<b>Year Built</b>	2004
<b>Building Condition</b>	Very Good
<b>Wall Construction</b>	Brick
<b>Roof Construction</b>	Galvanised Iron
<b>Equivalent Main Area</b>	262 sqm
<b>Number of Main Rooms</b>	10

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



**Product**  
**Date/Time**  
**Customer Reference**  
**Order ID**

Check Search  
08/09/2025 04:53PM  
3104  
20250908010483

## Certificate of Title

**Title Reference:** CT 5910/960

**Status:** CURRENT

**Edition:** 6

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



**Product**  
**Date/Time**  
**Customer Reference**  
**Order ID**

Historical Search  
 08/09/2025 04:53PM  
 3104  
 20250908010483

## Certificate of Title

**Title Reference:** CT 5910/960

**Status:** CURRENT

**Parent Title(s):** CT 5907/913

**Dealing(s) Creating Title:** RTC 9760999

**Title Issued:** 02/02/2004

**Edition:** 6

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
30/07/2021	04/08/2021	13579603	WITHDRAWAL OF CAVEAT	REGISTERED	13547004
15/06/2021	17/06/2021	13547004	CAVEAT	REGISTERED	WENDY ANNE BURTON
14/08/2014	19/09/2014	12181586	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
14/08/2014	19/09/2014	12181585	APPLICATION TO NOTE DEATH	REGISTERED	JASON BRIAN SKIPWORTH (DECD), MARIA THERESA SKIPWORTH
15/06/2009	24/06/2009	11196740	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
15/06/2009	24/06/2009	11196739	DISCHARGE OF MORTGAGE	REGISTERED	9821613
07/04/2004	04/05/2004	9821613	MORTGAGE	REGISTERED	ST.GEORGE BANK LTD. (ACN: 055 513 070)
03/02/2004	23/02/2004	9778488	ENCUMBRANCE	REGISTERED	FAIRMONT HOMES PTY. LTD. (ACN: 007 724 094)
03/02/2004	23/02/2004	9778487	ENCUMBRANCE	REGISTERED	BORAL RESOURCES (SA) LTD. (ACN: 007 516 494)
03/02/2004	23/02/2004	9778486	TRANSFER	REGISTERED	JASON BRIAN SKIPWORTH, MARIA THERESA SKIPWORTH
03/02/2004	23/02/2004	9778485	DISCHARGE OF ENCUMBRANCE	REGISTERED	8743502
01/09/1999	23/09/1999	8743502	ENCUMBRANCE	REGISTERED	BORAL RESOURCES (SA) LTD. (ACN: 007 516 494)
14/01/1998	13/03/1998	8425749A	AGREEMENT	REGISTERED	



# LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

Certificate No: **107553**

Date: **Tuesday, 09 September 2025**

Receipt No:

Fax No:

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

**Searchlight Technology**  
PO Box 232  
RUNDLE MALL SA 5000

## CERTIFICATE

*Section 187 of the Local Government Act*

Assessment Number: **488213**

Valuer General No.: **1054384403**

Property Description: **Lot: 924 DP: 63519 CT: 5910/960**

Property Address: **27 Mariner Drive SHEIDOW PARK 5158**

Owner: **M T & Estate of Late J B Skipworth**

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

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

<b>Rates/Natural Resources Levy:</b>	<b>Total</b>
<b>Rates for the current year</b> (includes Regional Landscape Levy)	\$ 2,291.52
Overdue/Arrears	-\$ 1,510.00
Interest	\$ 0.00
Adjustments	\$ 0.00
Legal Fees	\$ 0.00
Less Payments Received	-\$ 340.00
Less Capping Rebate (if applicable)	\$ 0.00
Less Council Rebate	\$ 0.00
<b>Debtor:</b> Monies outstanding (which are a charge on the land) in addition to Rates due	\$ 0.00
<b>Total Outstanding</b>	
<b>\$ 441.52</b>	

**Please be advised:** The first instalment is due **1<sup>st</sup> 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**



# CERTIFICATE

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

**Searchlight Technology**  
**PO Box 232**  
**RUNDLE MALL SA 5000**

Assessment No: **488213**  
 Certificate of Title: **Lot: 924 DP: 63519 CT: 5910/960**  
 Property Address: **27 Mariner Drive SHEIDOW PARK 5158**  
 Owner: **M T & Estate of Late J B Skipworth**

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

<b>Development Act 1993 (repealed)</b>	
section 42— Condition (that continues to apply) of a development authorisation?	100/2006/330 100/2003/2171
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:  <a href="#">Code Amendment Map Viewer</a>
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	Is there a State heritage place on the land or is the land situated in a State heritage area?	See attached PlanSA Data Extract
	Is the land designated as a local heritage place?	See attached PlanSA Data Extract
	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?	See attached PlanSA Data Extract
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		
section 141—Order to remove or perform work	Nil	
section 142—Notice to complete development	Nil	



section 155—Emergency order	Nil
section 157—Fire safety notice	Nil
section 198(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 198(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 Division 1—Proceedings	Nil
section 213—Enforcement notice	Nil
section 214(6), 214(10) or 222—Enforcement order	Nil
<b>Repealed Act conditions</b>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nil
<b>Fire and Emergency Services Act 2005</b>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<b>Food Act 2001</b>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<b>Housing Improvement Act 1940 (repealed)</b>	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<b>Local Government Act 1934 (repealed)</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Nuisance and Litter Control Act 2016</b>	
section 30—Nuisance or litter abatement notice	Nil
<b>Land Acquisition Act 1969</b>	
section 10—Notice of intention to acquire	Nil
<b>Public and Environmental Health Act 1987 (repealed)</b>	
Part 3—Notice	Nil
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	Nil
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	Nil
<b>South Australian Public Health Act 2011</b>	
section 92—Notice	Nil
South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that continues to apply) of an approval	Nil
<b>Particulars of building indemnity insurance</b>	
	See Attached

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

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

**No**



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

### *Note—*

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

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

*It should be noted that—*

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

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

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

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

*Parker*

Sign:

**Date: Tuesday, 09 September 2025**



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047

POSTAL ADDRESS  
PO BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A.M TO 5.00P.M  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL council@marion.sa.gov.au  
www.marion.sa.gov.au

## DECISION NOTIFICATION FORM

DEVELOPMENT ACT 1993

### DEVELOPMENT APPROVAL

DEVELOPMENT APPLICATION NO. 100/2003/2171

No work can commence on the development unless a Development Approval has been obtained

Dated: 16/10/2003  
Registered: 22/10/2003

TO:	CONSTRUCTION SERVICES AUSTRALIA PTY LTD PO BOX 69 STEPNEY SA 5069
LOCATION OF PROPOSED DEVELOPMENT:	Lot 924 MARINER DRIVE SHEIDOW PARK 5158 LOT: 924 DP: 62035 CT: 5898/384
NATURE OF PROPOSED DEVELOPMENT:	Single Storey Detached Dwelling and Garage

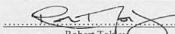
In respect of this proposed development you are informed that-

NATURE OF DECISION	Is a Consent Required?	Consent Granted or Refused	Date of Decision	Number of Conditions
Provisional Development Plan Consent (Land Use)	Yes	Granted	16/02/2004	9
Provisional Building Rules Consent Private Certifier Council	Yes	Granted	20/02/2004	1 2
Other	No		-	
<b>DEVELOPMENT APPROVAL</b>	<b>Yes</b>	<b>Granted</b>	<b>03/03/2004</b>	<b>12</b>

The building classification under the Building Code is: 1A.10A

The development must be in strict compliance with the plans, details and conditions of approval as detailed on the following pages

Date of Decision:- 03/03/2004

Signed:   
Robert Tolsey  
Date: 3/3/2004

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

Page 1 of 7



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047  
  
POSTAL ADDRESS:  
PO. BOX 21  
OAKLANDS PARK S.A. 5066

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30AM - 4.30PM  
TELEPHONE (08) 8375 6600  
FACSIMILE (08) 8375 6699  
EMAIL: council@marion.sa.gov.au  
www.marion.sa.gov.au

## DECISION NOTIFICATION FORM

DEVELOPMENT ACT 1993

### DEVELOPMENT APPROVAL

#### DEVELOPMENT APPLICATION NO. 100/2003/2171

No work can commence on the development unless a Development Approval has been obtained

Dated: 16/10/2003  
Registered: 22/10/2003

### CONDITIONS OF APPROVAL

#### PLANNING CONDITIONS

- (1) All development is to be established in strict accordance with the plans and details dated as received 22 October 2003, and additional information dated as received 30 October 2003.
- (2) All site works, including finished ground and floor levels, are to be carried out to the reasonable satisfaction of Council.
- (3) All internal and boundary fencing is to be erected to a height of 1.8 metres above finished ground level and constructed of accepted materials which are compatible with and complement the character and appearance of existing and proposed structures to the reasonable satisfaction of Council. All costs shall be borne by the applicant/developer.
- (4) Fencing proposed adjacent to driveway access points is not to exceed a height of 1.0 metre above finished ground level either side of the fence at its nearest point to the front property boundary and gradually raked up to an overall height of not more than 1.8 metres over a distance of not less than 7.5 metres.
- (5) Silt control measures including a temporary construction exit and silt fences shall be put in place by the developer prior to construction commencing. The measures are to prevent silt from being washed from the site to the river/road and mud from vehicle tyres being transported onto the road. These silt control measures are to be maintained in good working order during construction.
- (6) No mechanical plant, such as water heaters/air conditioners or similar, shall be installed on any side wall that will restrict safe movement of people in these areas.
- (7) All windows or glass doors in day living rooms with a westerly aspect shall be fitted with solar glass or protected with an anti-glare, heat reflective adhesive film or similar prior to occupation (refer to City of Marion's Information Sheet No: 7 in relation to Energy, Windows and Shading).
- (8) All north facing windows or glass doors shall be shaded to allow winter sun access but provide complete shading during summer, prior to occupation (refer to City of Marion's Information Sheet No: 7 in relation to Energy, Windows and Shading)
- (9) No sound shall be emitted from any air-conditioning plant associated with the proposed development so as to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjoining land.

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

Page 2 of 7



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047  
  
POSTAL ADDRESS:  
PO BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
8.30A.M. TO 5.00P.M.  
TELEPHONE (08) 8376 4400  
FACSIMILE (08) 8376 6699  
EMAIL: council@marion.sa.gov.au  
www.marion.sa.gov.au

## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

### DEVELOPMENT APPROVAL

#### DEVELOPMENT APPLICATION NO. 100/2003/2171

No work can commence on the development unless a Development Approval has been obtained

Dated: 16/10/2003  
Registered: 22/10/2003

#### BUILDING CONDITIONS

##### Council

- (1) Notice to Council - Development Act, 1993 - Regulation 74  
The OWNER is required to give Council 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.
  
- (2) This Approval is subject to the one condition included in the attached Provisional Building Rules consent which has been issued by Peter Harmer of Katnich Dodd on 20/02/2004.

#### NOTES:

- (1) Privately Certified:- Regulation 83AB - Notice of Completion  
The licensed builder on the completion of building work shall supply a statement to the Certifier. The statement shall be signed by the licensed builder and shall declare that the building work carried out is in accordance with the relevant approvals.
  
- (2) It is the builder's responsibility to ensure that the Council's roads, footpaths and kerbing etc. is protected during the construction work.  
The Council must be supplied with dated photos and measurements of any existing defects prior to commencement of the work, otherwise it will be assumed that all damage was caused during construction.  
At the completion of the work, the builder is required to repair all damage caused during construction. Re-instatement must be carried out to the satisfaction of Council. Failure to do so will result in such repairs being carried out by the Council and charged to the builder.

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

Page 3 of 7



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STURT S.A. 5047

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## DECISION NOTIFICATION FORM

DEVELOPMENT ACT 1993

### DEVELOPMENT APPROVAL

DEVELOPMENT APPLICATION NO. 100/2003/2171

No work can commence on the development unless a Development Approval has been obtained

Dated: 16/10/2003

Registered: 22/10/2003

(3) Prior to commencement of any site work, the builder is to arrange a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles. In the case where no driveway invert exists on the site frontage, the back of kerb shall be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if the site frontage has a paved Council footpath, this will also need to be removed in alignment with removed section of kerb.

(4) Site Maintenance: Section 20 of the Public and Environmental Health Act. A proper sanitary facility, namely a builder's toilet, is to be provided for all building sites. Regulation 4 of the Regulations under the Public and Environmental Health Act, an appropriate waste receptacle/enclosure is to be provided to contain all builders' waste. The site is to be maintained in a clean condition and free of litter at all times.

#### Reasons for Conditions

To ensure adequate compliance with the provisions of the Development Act, 1993.

CC: J & M Skipworth, 84 Investigator Drive, WOODCROFT SA 5162

Signed:

Date:

A handwritten signature of Robert Tolsey.

Robert Tolsey

3/3 /2004

Authorised Officer

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

Page 4 of 7

Reference No: PC21861

## DECISION NOTIFICATION FORM

For Development Application	Dated	Development No:
	Registered On	100/2003/2171

To: CONSTRUCTION SERVICES AUSTRALIA  
25 NORTH TERRACE  
HACKNEY SA 5069

LOCATION OF PROPOSED DEVELOPMENT:  
House No: Lot No: 924 Street: MARINER DRIVE Suburb: SHEDOW PARK  
Section No: Hundred: Volume: Folio:

## NATURE OF PROPOSED DEVELOPMENT

DWELLING &amp; GARAGE

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN (PDP)	----	----	----
PROVISIONAL BUILDING RULES CONSENT	20/2/04	1	----
LAND DIVISION (TODDLES & STRATA)	----	----	----
PUBLIC SERVICE	N/A	----	----
OTHER	N/A	----	----
	----	* See note	----

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

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

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 land until you have also received notification of a Development Approval.

Signed

Date: 20 February, 2004

( ) Development Assessment  
Commission or Delegate  
( ) Council Chief Executive Officer or  
Delegate  
(\*) Private Certifier (T)

(2) Sheets Attached

IAN DODD Director  
PETER HARMER Director  
ANDREW CIALINI Associate

20 Greenhill Road  
Wayville SA 5034  
Postal PO Box 109  
Goodwood SA 5034

Telephone 08 8273 0888  
Facsimile 08 8273 0800  
admin@katnichdodd.com.au  
www.katnichdodd.com.au



KATNICH DODD

Reference No: PC21861

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

BUILDING WORK: DWELLING & GARAGE  
SITE ADDRESS: LOT 524 MARINER DRIVE, SHEIDOW PARK  
APPLICANT: CONSTRUCTION SERVICES AUSTRALIA  
OWNER: SKIPWORTH  
CLASSIFICATION: 1a & 10a  
DEVELOPMENT NO: 100/2003/2171

**CONDITION**

1. The roof trusses for the sheet roof shall be
  - a proprietary product designed and manufactured by a licensed manufacturer based on a certified design complying with the requirements of AS1720.1 and AS1649 utilising a design wind speed ( $V_{des}$ ) of not less than 38 m/s, and wind classification of N2 in accordance with AS4055, and
  - erected, installed and braced in accordance with AS4440 and the manufacturer's specification, and
  - at high load areas such as girder trusses calculations for member sizes and connections shall be certified by an independent qualified engineer.

BCA-P2.1

Notes

A full building specification and a building schedule, standard engineering details, standard wall and roof frame construction details, standard bracing construction details, a complete set of tie down details and wet area details are retained on both Katnich Dodd and Council files.

The following energy efficiency construction requirements shall be complied with

- RBA: shall comply with BCA Part 3.12 and 3.12.1.1
- The glazing system shall have the performance characteristics (U-Value/SHGC) required by BCA Table 3.12.2.1 for single clear glass.
- The hot water supply system shall comply with Section 6A of AS/NZS 3500.4.2 or Clause 3.38 of AS/NZS 3500.5.

Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.

The owner of the site is advised that a retaining wall will be required on the boundary to retain any cut or fill.

For building work prescribed in regulation 76, the building owner must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60.

Sleepers used in the construction of the retaining walls shall be:

- If timber; designed in accordance with AS 1720, of the correct durability class for timber in contact with the ground and resistant to termite attack, and
- If concrete, designed and detailed in accordance with AS 3600 Concrete Structure Code.

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74.

A person must not occupy a Class 1a building under the Building Code (or an addition to a Class 1a building) that has been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires a Statement of Compliance for Class 1a buildings to be provided upon completion to the relevant authority by:

- the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or

- if there is no such licensed building work contractor- a registered building work supervisor or private certifier.

All steelwork, including wall ties and lintels in the masonry and metal bracing and tie downs shall be protected against corrosion in accordance with AS1684 and AS3700 if the dwelling is within 10 kilometres of a surf coast (note AS3700 requires the use of stainless steel masonry wall ties, M4 mortar and lintels to durability class R4 where within 1km of a surf coast).

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to stonewalls commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3 of AS 2870)

The method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner without their consent.

AS3660.1- "Termite Management - New Building Work", sets out methods for minimising the risk to new buildings from damage to the structural members by subterranean termites by preventing concealed entry of termites from the soil into buildings. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the weather conditions that may affect the performance of the system, and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label, and the need to maintain and inspect the system on a regular basis.

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

The assessment of the timber framing has been based on the understanding that the timber to be used for all structural elements has a minimum pin strength group of J4 or J4A.

The footings have not been designed to take into account the effect of trees located within a distance less than their zone of influence from the building whether they are on or outside of the allotment. If clarification is required, refer to the footing construction report or seek advice from the engineer.

The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

The owners attention should be drawn to Appendix 8 of AS 2870 'Performance Requirements and Foundation Maintenance'.

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

The articulation or control joints in the masonry walls shall be installed in accordance with the Site Investigation and Footing Construction Report number F0308-064 by M R Heriot & Associates.

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

All glazing shall be glazed in accordance with AS1288- 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

This report does not imply compliance with the Electricity Act, 1995 as amended or the regulations there-under. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

**Kathleen Dodd**  
Building Surveyors

**Peter Harmer**  
20 February, 2004

Home Owners Warranty

PO21861

*certificate*

of insurance

Construction Services Australia Pty Ltd  
Po Box 63  
STEPNEY SA 5069

## HIA INSURANCE SERVICES P/L

ABN 84 076 460 967  
An associated company of  
Aon Risk Services Australia Ltd  
GPO Box 514, Adelaide SA 5001  
Ph: (08) 8340 7500  
Fax: (08) 8340 7599  
CLAIMS ENQUIRY LINE  
1800 554 255

Certificate No: 130731  
Builder's Copy  
Issue Date 15/10/2003

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

To Be Carried Out By: Construction Services Australia Pty Ltd  
ABN: 99 007 641 787  
Builder Licence Number: G008969  
In Favour Of: J & M Skipworth

Contract Date: 17/08/2003

In Respect Of: Single Dwelling

At: Lot No: 924 Unit No: House No:  
Mariner Drive  
SHEIDOW PARK SA 5158

RECEIVED  
12 NOV 2003

## TAX INVOICE

Premium:	\$151.58
GST:	\$15.56
Stamp Duty:	\$25.96
Admin Chg:	\$59.00
Chg GST:	\$5.90

Total: \$262.00

Total includes Policy Fees, Stamp Duty and GST.

## Insurer:

- Royal & Sun Alliance Insurance Australia Ltd.

## The Certificate of Insurance is for Cover:

Statutory Cover

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

**AON** *James Smith* **HIA INSURANCE SERVICES**  
Insurance  
For Your Benefit



ADMINISTRATION CENTRE:  
245 STURT ROAD  
STURT S.A. 5047

POSTAL ADDRESS  
P.O. BOX 21  
OAKLANDS PARK S.A. 5046

OFFICE HOURS:  
MONDAY TO FRIDAY  
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TELEPHONE (08) 8375 6600  
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EMAIL [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

**DEVELOPMENT APPLICATION**    **NUMBER:** 100/330/2006  
**DATED:** 06/02/2006  
**REGISTERED ON:** 20/02/2006

<b>TO:</b>	Alfresco Pergolas 6 Todd Street Port Adelaide SA 5015
------------	---

### LOCATION OF PROPOSED DEVELOPMENT

27 Mariner Drive Sheidow Park 5158  
LOT: 924 DP: 63519 CT: 5910/960

### DESCRIPTION OF PROPOSED DEVELOPMENT

Dwelling Addition - Verandah

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

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Provisional Development Plan Consent	Granted	02/03/2006	3
Provisional Building Rules Consent	Granted (by Council)	20/03/2006	-
<b>DEVELOPMENT APPROVAL</b>	Granted	20/03/2006	3

The building classification under the Building Code is Class 10A.

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



ADMINISTRATION CENTRE:  
245 STURT ROAD

STURT S.A. 5047

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OAKLANDS PARK S.A. 5046

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

**DEVELOPMENT APPLICATION NUMBER:** 100/330/2006  
**APPLICANT:** Alfresco Pergolas  
**LOCATION:** 27 Mariner Drive Sheidow Park 5158  
**DESCRIPTION OF DEVELOPMENT:** LOT: 924 DP: 63519 CT: 5910/960  
**DECISION:** Dwelling Addition - Verandah  
**DATE OF DECISION:** Development Approval Granted  
**DATE OF DECISION:** 20/03/2006

### PROVISIONAL DEVELOPMENT PLAN CONSENT

( GRANTED

Reasons For Decision:

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

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

Conditions of Consent:

- (1) The development shall proceed in accordance with the plans and details submitted with and forming part of Development Application No.100/330/2006 except when varied by the following conditions of consent.
- (2) The structure shall not be enclosed on any side with any solid material, roller door, or the like at any time unless the further development approval of the Council is obtained.
- (3) 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.

### PROVISIONAL BUILDING RULES CONSENT

GRANTED

Conditions of Consent:

nil



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STURT S.A. 5047

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

**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:

- be substantially commenced within twelve months from the date full Development Approval is granted; and
- be completed within three years of full Development Approval being granted

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

Signed:	
	Stephen Zillante Authorised Officer
Date:	20/03/2006

Cc:

JB & M T Skipworth  
27 Mariner Drive  
Sheidow Park SA 5158

# Data Extract for Section 7 search purposes

Valuation ID 1054384403

**Data Extract Date:** 09/09/2025

## 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:** D63519 AL924

**Certificate Title:** CT5910/960

**Property Address:** 27 MARINER DR SHEIDOW PARK SA 5158

### Zones

Hills Neighbourhood (HN)

### Subzones

No

### Zoning overlays

#### Overlays

#### Affordable Housing

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

#### Hazards (Flooding - Evidence Required)

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

#### Prescribed Wells Area

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

#### Regulated and Significant Tree

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

#### Stormwater Management

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

### **Urban Tree Canopy**

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

### **Is the land situated in a State Heritage Place/Area**

No

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

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

### **Is the land designated as a Local Heritage Place**

No

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

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

### **Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (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)**

- 8425749



# 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:

2709689

CORNERSTONE CONVEYANCING  
4 MANN STREET  
MOUNT BARKER SA 5251

DATE OF ISSUE

09/09/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

OWNERSHIP NUMBER	OWNERSHIP NAME																					
16519229	M T SKIPWORTH																					
<b>PROPERTY DESCRIPTION</b>																						
27 MARINER DR / SHEIDOW PARK SA 5158 / LT 924 D63519																						
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR																		
1054384403	CT 5910/960	\$990,000.00	R4 1.000	RE 0.400																		
<b>LEVY DETAILS:</b>																						
<table> <tr> <td>FIXED CHARGE</td> <td>\$</td> <td>50.00</td> </tr> <tr> <td>+ VARIABLE CHARGE</td> <td>\$</td> <td>335.00</td> </tr> <tr> <td>- REMISSION</td> <td>\$</td> <td>201.55</td> </tr> <tr> <td>- CONCESSION</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>+ ARREARS / - PAYMENTS</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td><b>= AMOUNT PAYABLE</b></td> <td>\$</td> <td><b>183.45</b></td> </tr> </table>					FIXED CHARGE	\$	50.00	+ VARIABLE CHARGE	\$	335.00	- REMISSION	\$	201.55	- CONCESSION	\$	0.00	+ ARREARS / - PAYMENTS	\$	0.00	<b>= AMOUNT PAYABLE</b>	\$	<b>183.45</b>
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- CONCESSION	\$	0.00																				
+ ARREARS / - PAYMENTS	\$	0.00																				
<b>= AMOUNT PAYABLE</b>	\$	<b>183.45</b>																				
<b>FINANCIAL YEAR</b>																						
2025-2026																						

**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 08/12/2025



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

16519229

OWNERSHIP NAME

M T SKIPWORTH

AGENT NUMBER

100031477

ASSESSMENT NUMBER

1054384403

AGENT NAME

CORNERSTONE CONVEYANCING

AMOUNT PAYABLE

\$183.45

EXPIRY DATE

08/12/2025

**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](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

## **PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p>Biller Code: 456285 Ref: 7007726016</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to:</p> <p><b>Please refer below.</b></p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
---	--	---

**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.



ABN 19 040 349 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the Land Tax Act 1936. The details shown are current as at the date of issue.

PIR Reference No: 2709689

CORNERSTONE CONVEYANCING  
4 MANN STREET  
MOUNT BARKER SA 5251

DATE OF ISSUE

09/09/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

**OWNERSHIP NAME**  
M T SKIPWORTH

**FINANCIAL YEAR**  
2025-2026

**PROPERTY DESCRIPTION**

27 MARINER DR / SHEIDOW PARK SA 5158 / LT 924 D63519

<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> (A "+" indicates multiple titles)	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
1054384403	CT 5910/960	\$355,000.00	0.0699 HA

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

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

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

**ON OR BEFORE** 08/12/2025

See overleaf for further information



**Government of  
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

**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.

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
 Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
 Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <b>BPAY</b> Biller Code: 456293 Ref: 7007725927	 <b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	 Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b> , along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small>		

**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.



Account Number 10 54384 40 3 L.T.O Reference CT5910960 Date of issue 9/9/2025 Agent No. 1597 Receipt No. 2709689

CORNERSTONE CONVEYANCING SA  
LEVEL 2 / 70 HINDMARSH SQUARE  
ADELAIDE SA 5000  
nicole@cornerstonesa.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: MT SKIPWORTH  
Location: 27 MARINER DR SHEIDOW PARK LT 924 D63519  
Description: 10H DG PER      Capital \$ 990 000  
                                    Value:  
Rating: Residential

### Periodic charges

Raised in current years to 30/9/2025

	Arrears as at: 30/6/2025	:	\$
		:	50.87CR
Water main available:	18/5/2004	Water rates	82.30
Sewer main available:	1/7/2004	Sewer rates	146.03
		Water use	95.21
		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	322.67CR
		Balance outstanding	50.00CR

Degree of concession: 00.00%

Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 82.30      Sewer: 146.03      Bill: 29/10/2025

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

The last Water Use Year ended on 06/05/2025.

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



Government of  
South Australia

South Australian Water Corporation  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box I751 Adelaide SA 5001

I300 SA WATER  
(I300 729 283)  
ABN 69 336 525 019  
sawater.com.au



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.



**Government of  
South Australia**

**South Australian Water Corporation**  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box I751 Adelaide SA 5001

I300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)



## South Australian Water Corporation

Name: MT SKIPWORTH Water & Sewer Account  
Acct. No.: 10 54384 40 3 Amount: \_\_\_\_\_

Address:  
27 MARINER DR SHEIDOW PARK LT 924  
D63519

---

### Payment Options

#### EFT

##### EFT Payment

Bank account name: SA Water Collection Account  
BSB number: 065000  
Bank account number: 10622859  
Payment reference: 1054384403



Biller code: 8888  
Ref: 1054384403

#### Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)



#### Paying online

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



#### Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.  
SA Water account number: 1054384403

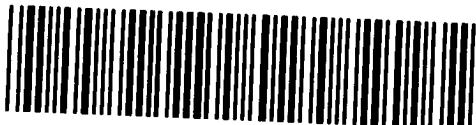


Government of  
South Australia

**South Australian Water Corporation**  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box I751 Adelaide SA 5001

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

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12:09 3-Feb-2004

Single Copy Only

3 of 4

Fees: \$94.00

## LANDS TITLES REGISTRATION

OFFICE

SOUTH AUSTRALIA

## MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLYCERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

Selby/Registered Conveyancer/Encumbrancer

AGENT CODE

Lodged by: Geoffrey Stevens GMS1

Correction to: Piper Alderman

PIAL

BELOW THIS LINE FOR OFFICE USE ONLY

Date <u>3/2/04</u>	Time:	
FEES		
R.G.O.	POSTAGE	NEW C.T.
<u>PAID.</u>		

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

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

Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

[LZ] PEID 4801

CORRECTION	PASSED

REGISTERED	23 FEB 2004
NOW A WHOLE OF THE LANDS	
C.T. VOL.	

Approval No. 838-2K

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

ITEM(S)	AGENT CODE

Page 3 of...

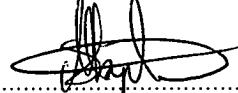
DATED

3 February

2004

EXECUTION

Signature of ENCUMBRANCER



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

BETTY GRACE SKIPWORTH  
Print Full Name of Witness (BLOCK LETTERS)

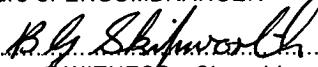
1 NAVIGATOR AVENUE

SHEIDOW PARK S158

Address of Witness

Business Hours Telephone No. 83814968

Signature of ENCUMBRANCER



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

BETTY GRACE SKIPWORTH  
Print Full Name of Witness (BLOCK LETTERS)

1 NAVIGATOR AVENUE

SHEIDOW PARK S158

Address of Witness

Business Hours Telephone No. 83814968

Form M2

# MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

Allotment 924 in Deposited Plan 63519 being portion of the land comprised in Certificate of Title  
Register Book Volume 5905 Folio 382

**NOW WHOLE OF THE LAND IN**

**C.T. VOL. 5910 FOL. 960**

ESTATE AND INTEREST	ENCUMBRANCES
Estate in fee simple ✓	AG 8425749A /

## ENCUMBRANCER (Full Name and Address)

JASON BRIAN SKIPWORTH and MARIA THERESA SKIPWORTH both of Lot 924 Mariner Drive  
Sheidow Park SA 5158

## ENCUMBRANCEE (Full Name, Address and Mode of Holding)

BORAL RESOURCES (SA) LIMITED ACN 007 516 494 of 1 Station Place Hindmarsh SA 5007

## OPERATIVE CLAUSE

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

(a) Insert the amount of the annuity or rent charge	(a) ten cents (10¢)
(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"	(b) TO BE PAID TO THE ENCUMBRANCEE if demanded for a term of two hundred (200) years from the date hereof
(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.	(c) AT THE TIMES AND IN THE MANNER FOLLOWING on the 30 <sup>th</sup> day of June next and on each succeeding 30 <sup>th</sup> day of June

**IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:**

As set out in the pages annexed hereto and marked "A"

*(the remainder of this page is intentionally blank)*

"A"

**THE ENCUMBRANCER AND THE ENCUMBRANCEE AGREE AS FOLLOWS:**

**1. Payment of Rent Charge:**

- 1.1 The encumbrancer will pay to the encumbrancee the sum of 10 cents (if demanded) on the 30th day of June next and on each succeeding 30th day of June.
- 1.2 The encumbrancee will not demand payment of the annuity if the encumbrancer does not breach this encumbrance.
- 1.3 Any demand by the encumbrancee that the annuity be paid shall not prejudice the rights of the encumbrancee to an injunction to prevent or restrain any breach of the covenants or agreements contained in this encumbrance or to damages for any breach.

**2. Extractive Industry**

- 2.1 The encumbrancer acknowledges that the encumbrancee conducts on land adjacent to or in the vicinity of the said land the business and operations of an extractive industry with all of its associated processes and uses and that the conduct of such extractive industry is liable to generate noise, dust, fumes, vibration, air blast and all of the other effects associated with the conduct of an extractive industry and to increase traffic in and about the said land.
- 2.2 The encumbrancer will not instigate, conduct or support any complaint, prosecution, proceedings, action or demand so as to cause restriction, damage, loss, impediment or any interference with the operation by the encumbrancee of the extractive industry and related processes and uses as referred to in Clause 2.1

**3. Indemnity**

The encumbrancer will indemnify and keep indemnified and save the encumbrancee harmless against all actions, demands, losses, damage (whether actual or contingent) and costs incurred, suffered or sustained by the encumbrancee as a result of or arising out of any breach by the encumbrancer of this encumbrance.

**4. Dealing with the Land**

- 4.1 The encumbrancee will consent to any dealing with the said land provided it does not prejudice or adversely affect the encumbrancee's rights under this encumbrance and provided that the encumbrancer will not transfer an estate in fee simple in the said land to any person without first:
  - 4.1.1 obtaining from the transferee a covenant that the transferee will execute an encumbrance in favour of the encumbrancee in terms identical to this encumbrance and that such encumbrance will be the first document registered on its certificate or Certificate of Title relating to the said land after the transfer of the said land to the transferee;
  - 4.1.2 procuring the delivery to the encumbrancee of the encumbrance referred to in Clause 4.1.1 duly executed and ensuring registration of such encumbrance in accordance with Clause 4.1.1.

4.2 Without prejudice to the provisions of Clause 4.1 each person deriving an estate and interest in fee simple in the said land or any part of it shall by accepting the instrument of transfer under the Real Property Act be deemed to have covenanted with the encumbrancer to perform and observe all the covenants of the encumbrancer contained in this encumbrance. Each person claiming an estate and interest as mortgagee or encumbrancee in the said land or any part of it subject to this encumbrance shall by becoming registered as such be deemed to have covenanted with the encumbrancee that such person will not exercise any power of sale without obtaining from the proposed transferee the covenant referred to in Clause 4.1.1 and delivering to the encumbrancee an encumbrance as mentioned in Clause 4.1.2 and in the case of a mortgagee that the mortgagee will not exercise the power of foreclosure without executing and delivering to the encumbrancee a covenant by the mortgagee to perform and observe all of the covenants of the encumbrancer contained in this encumbrance.

**5. Statutory Powers**

The encumbrancee may exercise all of the powers conferred by the Real Property Act 1886 upon an encumbrancee so far as they are applicable and not inconsistent with the provisions of this encumbrance.

**6. Costs**

All costs, charges and expenses including costs as between solicitor and client which may be incurred by the encumbrancee in:

- 6.1 preparation, execution, stamping and registration of this encumbrance and all stamp duty and registration fees;
- 6.2 the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred upon the encumbrancee under this encumbrance by the Real Property Act or which the encumbrancee may in any other way incur owing to default in the observance of any of the covenants contained in this encumbrance or implied by this encumbrance;
- 6.3 considering or consenting to any dealing with the said land by the encumbrancer;
- 6.4 considering or consenting to any application for a discharge of this encumbrance and preparing a discharge of this encumbrance including all stamp duty and registration fees; and
- 6.5 preparing an encumbrance from a transferee of the said land including all stamp duty and registration fees,

will be paid by the encumbrancer to the encumbrancee on demand.

**7. Release**

Subject to having duly observed and performed the obligations contained in its encumbrance the person named herein as the encumbrancer and each transferee of the said land subject to this encumbrance shall respectively be released and discharged from the payment of the annuity and from the performance and observance of the covenants contained or implied in this encumbrance forthwith upon that party or transferee ceasing to be registered as proprietor of the said land.

8. **Interpretation**

8.1 In this encumbrance unless repugnant to the context:

- 8.1.1 "**annuity**" means the rent charged referred to in Clause 1.1 of this encumbrance;
- 8.1.2 "**encumbrancee**" shall include the successors and assigns of the encumbrancee;
- 8.1.3 "**encumbrancer**" shall include the registered proprietor from time to time of the said land;
- 8.1.4 "**the said land**" means the land hereby encumbered;

8.2 words importing the singular include the plural and vice versa and words importing the one gender shall embrace the other genders;

8.3 any reference to a person shall be deemed to include a corporate body and vice versa.

E 9778488



12:09 3-Feb-2004

Single Copy Only

4 of 4

Fees: \$0.00

✓

Series No.	Prefix
4	E

**BELOW THIS LINE FOR OFFICE USE ONLY**

Date: 3/2/04	Time:	
FEES		
R.G.O.	POSTAGE	NEW C.T.
PAID		

**LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA**

**MEMORANDUM OF ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR AGENT USE ONLY**CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886Solicitor/Registered Conveyancer/Encumbrancer  
Geoffrey M StevensLodged by: *Geoffrey Stevens GMS1* AGENT CODE

Correction to:

G M Stevens GMS1

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

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

Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

CORRECTION	PASSED
<i>[Signature]</i>	

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

ITEM(S)	AGENT CODE

REGISTERED	23 FEB 2004
<i>[Signature]</i> pro NOW WHOLE OF THE LANDS OF THE REGISTRAR-GENERAL FIRM	

Lic. No. 3 Jan 2000

Printed by Geoffrey Stevens, Prospect Conveyancing on 26 Nov 2003

EXECUTION

DATED

3 February 2004

Signature of ENCUMBRANCER

Signature of ENCUMBRANCER

Signature of WITNESS - Signed in my presence by the  
Encumbrancers who are either personally known to me or  
have satisfied me as to their identity. A penalty of up to  
\$2000 or 6 months imprisonment applies for improper  
witnessing

BETTY GRACE SKIPWORTH

Print Full Name of Witness (BLOCK LETTERS)

1 NAVIGATOR AVENUE

Print Address of Witness

SHEIDOW PARK S15 8

Business Hours Telephone Number 83814968

Form M2

## MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

Allotment 924 in DP 63519 being portion of the land comprised in Certificate of Title  
 Register Book Volume 5905 Folio 382

NOW whole of CT 5910/900

Revenue SA	Stamp Duty
ABN 19 040 349 865	
Doc Code	M
RevNetID	102354472
Consid/Val/Sec\$	399.90
SA Proportion \$	0.00
Stamp Duty \$	0.00
LTO Fees \$	94.00
Interest \$	0.00
Per/Add Tax \$	0.00
AG 8425749A and subject to an Encumbrance to Boral Resources Ltd dated 3/2/2004 lodged contemporaneously herewith	
Original with 0 Copies	
----- End of Receipt -----	

## ESTATE AND INTEREST

Estate in Fee Simple

## ENCUMBRANCES

AG 8425749A and subject to an Encumbrance to Boral Resources Ltd dated 3/2/2004 lodged contemporaneously herewith

## ENCUMBRANCER (Full Name and Address)

**JASON BRIAN SKIPWORTH and MARIA THERESA SKIPWORTH**  
 both of Lot 92 Mariner Drive Sheidow Park SA 5158

## ENCUMBRANTEE (Full Name, Address and Mode of Holding)

**FAIRMONT HOMES PROPRIETARY LIMITED (ACN 007 724 094)**  
 of 21-24 North Terrace Adelaide SA 5000

## OPERATIVE CLAUSE

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

(a) Insert the amount of the annuity or rent charge	(a) Ten cents (\$0.10)
(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"	(b) TO BE PAID TO THE ENCUMBRANTEE for the term of 3,999 years
(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.	(c) AT THE TIMES AND IN THE MANNER FOLLOWING If demanded by the Encumbrancee on the 30th day of June in and every year commencing on the 30th day of June next occurring for the period of 3,999 years and with the performance of the following.

## IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

The Encumbrancer (which expression includes when "The Encumbrancer" is a corporate body its successors and assigns and when "The Encumbrancer" is a person that person's heir executors administrators and transferees and where there is more than one corporate body and/ or person comprised in the expression then all of them jointly and each of them severally and their respective successors assigns heirs executors administrators and transferees and all of them) encumbers the said land as part of a common building scheme for the benefit of the Encumbrancee (which expression includes their respective successors and assigns) and covenants with the Encumbrancee (in addition to and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancee expressed or implied herein under and by virtue of the provisions of the Real Property Act 1886 as amended for the time being in force except insofar as the same are hereby expressed or implied, negated or modified) as follows:-

## DURING THE TERM OF THIS ENCUMBRANCE THE ENCUMBRANCER:-

1. SHALL NOT, erect or suffer to be erected thereon more than one main dwelling house exclusive of all general domestic outbuildings.
2. SHALL NOT, use or permit the said land to be used for any purpose other than the purpose of private residential dwelling.
3. SHALL NOT, erect or suffer to be erected or to remain thereon a main dwelling house of prefabricated material, nor any transportable dwelling house, nor any caravan or other temporary dwelling.
4. SHALL, substantially commence construction of a dwelling upon the land within twelve (12) months after becoming registered as the proprietor of the said land.
5. SHALL, only construct a dwelling with the external walls being of brick or stone and roof materials being either colour coated steel, concrete or clay tiles.
6. SHALL NOT, unless otherwise approved by the Encumbrancee erect or cause or permit to be erected on the said land any building scheme which does not provide accommodation for at least one vehicle either in the form of a carport under the main roof of the building or other suitable free-standing car accommodation having a roof line similar in style and of the same roofing materials as that of the principal dwelling.
7. SHALL NOT, erect or cause or permit to be erected on the said land any dwelling, outbuilding, fence or any improvements the exterior of which is or contains any galvanised iron or brightly coloured reflective material.
8. SHALL NOT, without the prior approval in writing of the Encumbrancee, construct any fence or wall along those portions of any boundary of the said land from a point which is level with the front of any residence thereon down to the boundary with the roadway and where the said land abuts more than one roadway, THEN, it shall be permissible for the land whose rear boundary is also the side boundary of any adjoining land to be fenced along the full length of its rear boundary and further, it shall be permissible but not obligatory for the said land to have two side fences in accordance with the provisions herein set out PROVIDED always that such said land shall always require a separate approval from the Encumbrancee as to the type of fencing materials used.

9. SHALL, only use beige colour coated steel fencing materials in the construction of any fencing, and the exterior of which is not of any brightly coloured or reflective materials on or around the said land.
10. SHALL NOT, cause or permit the land to be resold, assigned or advertised for sale unless a residence has been constructed thereon or unless the Encumbrancee has consented in writing to such resale, assignment and/or advertising.
11. SHALL, within a period of 6 calendar months after the completed construction of a dwelling house upon the said land, prepare and develop the said land in the form of landscaping between the front alignment of the said dwelling house and the kerb alignment or pedestrian walkway fronting or bordering the said land and thereafter maintain said landscaping in good order and condition.

Notwithstanding anything to the contrary hereinbefore contained, the Encumbrancer SHALL NOT, transfer any estate or interest in the said land (or any part thereof) without first causing the party in whose favour such estate or interest is to be transferred to execute a covenant under seal in favour of the Encumbrancee that such party will observe and perform all of the terms and conditions in this Memorandum of Encumbrance contained as if such party had been the original party to this Memorandum of Encumbrance as the Encumbrancer herein named and for the purposes hereof a contract of Sale and Purchase entered into by the Encumbrancer with a third party Purchaser and a subsequently executed and accepted Memorandum of Transfer with both the Contract and the Transfer subject to the provisions hereof shall be complete satisfaction of the requirements under this covenant.

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any part or parts of the Developments Zone) shall cease to have any operation or effect as of two (2) years after the practical completion of an approved dwelling upon the last remaining vacant allotment in the Development Zone or the 1<sup>st</sup> day of July 2008 whichever date is the earlier.

The Encumbrancer shall pay the costs of and incidental to the preparation, stamping and registration of this Encumbrance.

The Encumbrancer hereby covenants and agrees that notwithstanding anything to the contrary herein contained the Encumbrancee may from time to time in its absolute and unfettered discretion modify waive or release any of the covenants or stipulations expressed or implied in any Memorandum of Encumbrance or other instrument relating to any other land in the Plan of Division which created the said land and whether the same were entered into or imposed before or at the same time as or after the date hereof and no modification or waiver or release shall release the Encumbrancer or his successors in title from the covenants and other stipulations herein contained and Further if any covenant or stipulation of this Encumbrance shall for any reason be unlawful, void, invalid or unenforceable THEN, such covenant or stipulation shall be severed therefrom without affecting the validity or the enforceability of the remainder AND IT IS HEREBY EXPRESSLY AGREED between the Encumbrancer and the Encumbrancee that this Encumbrance may be pleaded by the Encumbrancee by way of estoppel to any action, claim or demand by the Encumbrancer and or any successors in title for damages, costs or otherwise howsoever arising.



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NOTES



481CELL

76.00

01007826610 2661NAR

76.00

0100978161.1.0.

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

ITEM CT/CL REF.	AGENT CODE
53041220	MAEY
40871829	

## LANDS TITLES REGISTRATION

OFFICE

SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886


 Solicitor/Licensed Land Broker/Applicant  
 STUART MAIN

## BELOW THIS LINE FOR OFFICE USE ONLY

Date 14 JAN 1998	Time 14:35		
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
76.			

EF\$76

- 9 MAR 1998

1 Workfile N.L. B.C. it

PU 8401751  
BC 612

25

EXAMINATION	
CORRECTION 28.2.98	PASSED 

373

## BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: John Treadman

AGENT CODE

Correction to:

MAEY

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

1. 40831829 (53041220) ✓  
 2. 40871479  
 3.  
 4.  
 5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.  
 2.  
 3.  
 4.  
 5.

12 MAR 1998  
REGISTERED ...../...../19

*Scallop* 

REGISTRAR-GENERAL

Form B.2

Insert type of document here. APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT  
(Pursuant to Section 57(5) of the Development Act 1993)

To the Registrar General:

1. PERRY BARR PTY LTD (ACN 007 583 691) and WOODEND PARK PTY LTD (ACN 007 583 717) ("the Owners") both of 68 Greenhill Road, Wayville SA 5034 have entered into the attached land Management Agreement dated the First day of December 1997 ("the Agreement") with CITY OF MARION of 245 Sturt Road, Sturt SA 5047 pursuant to Section 57(2) of the Development Act 1993 ("the Act").
2. The Agreement relates to the management preservation and conservation of portion of the land comprised in Certificate of Title Register Book:

VOLUME1699 FOLIO 126  
 VOLUME 4083 FOLIO 840  
 VOLUME 4308 FOLIO 479 ✓  
 VOLUME 5304 FOLIO 220 ✓  
 VOLUME 5428 FOLIO 797 (formerly  
 Volume 4345 Folio 16)

VOLUME 4080 FOLIO 944  
 VOLUME 4384 FOLIO 344  
 VOLUME 5409 FOLIO 384 (formerly  
 Volume 4371 Folio 606)  
 VOLUME 5409 FOLIO 765 (formerly  
 Volume 4371 Folio 605)

being Lot 500 in DP 48858 (formerly Lot 1 in the Proposal Plan annexed to the Agreement)  
 and Lots 2, 4, 5 and 7 in the Proposal Plan annexed to the Agreement  
 ("the land").

NOW THEREFORE the Owners apply pursuant to Section 57(5) of the Act to note the agreement against the relevant instruments of title of the land namely, the certificates of title to issue for Lots 500, 501, 502, 504 and 505 in Deposited Plan 48858 and the certificates of title contained in VOLUME 4308 FOLIO 479 and VOLUME 5304 FOLIO 220 of the Register Book.

Dated the 1st day of December 1997

THE COMMON SEAL of the said  
 PERRY BARR PTY LTD  
 was hereunto affixed  
 in the presence of:

*A. D. Barr* Director/Secretary

*A. D. Barr* Director

*NOW WHOLE OF THE LAND IN  
 AT VOL. 5499 FOL 954*

955

956

958

959



THE COMMON SEAL of the said  
 WOODEND PARK PTY LTD  
 was hereunto affixed  
 in the presence of:

*A. D. Barr* Director/Secretary

*A. D. Barr* Director



277 William Street  
Melbourne Vic 3000  
Tel: (03) 9627 1260

Signed in my presence by  
Robert Bruce Hunter  
Legal Assistant

of .....  
who is either personally known to  
me or has satisfied me as to his/  
her identity, as attorney(s) for  
Westpac Banking Corporation

) WESTPAC BANKING CORPORATION  
) ARBN 007 457 141  
) by its attorney(s)  
)  
)  
) Power of Attorney No. ....  
) 7737419A

FULL NAME: **277 William Street**  
ADDRESS: **277 William Street**  
BUSINESS Ph No. **Melbourne Vic 3000**  
Tel: (03) 9627 1260

**JONATHAN SCOTT WATERS**  
**LEGAL ASSISTANT**

THIS DEED is made the **1<sup>st</sup>** day of **DECEMBER** 1997.

**BETWEEN:** **CITY OF MARION** of 245 Sturt Road, Sturt SA 5047 in the State of South Australia (hereinafter with its successors and assigns called "the Council") on the one part.

**AND:** **PERRY BARR PTY LTD (ACN 007 583 691)** and **WOODEND PARK PTY LTD (ACN 007 583 717)** both of 68 Greenhill Road, Wayville SA 5034 in the said State (hereinafter with their executors administrators successors and assigns as the case may be called "the Owners") of the other part.

**WHEREAS:**

A. **PERRY BARR PTY LTD** is the registered proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book:

VOLUME 1699 FOLIO 126  
VOLUME 4083 FOLIO 840  
VOLUME 4308 FOLIO 479  
VOLUME 4345 FOLIO 16  
VOLUME 5304 FOLIO 220

B. **WOODEND PARK PTY LTD** is the registered proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book:

VOLUME 4080 FOLIO 944  
VOLUME 4371 FOLIO 605  
VOLUME 4371 FOLIO 606  
VOLUME 4384 FOLIO 344

C. The Owners have jointly applied to the Council for approval pursuant to the Development Act 1993 (hereinafter called "the Act") to divide the land referred to in Recitals A and B which land is contiguous and together constitutes a single development parcel (hereinafter called "the land").

D. By development application numbered 100/D035/96 the Owners have sought approval to divide the land into 13 lots (hereinafter called "Superlots" 1 to 13 respectively) the boundaries of which are related to the relevant land use zone boundaries designated in the Council Development Plan. A reduced copy of the plan of division the subject of this application is annexed hereto (hereinafter called "the Proposal Plan").

E. By a second development application numbered 100/D036/96 the Owners have sought approval to divide Superlots 1, 2, 4, 5 and 7 (hereinafter called "the Residential Superlots"), which correspond with the Residential (Worthing Mine) Zone, into a total of 1317 residential allotments (hereinafter called "the residential lots").

F. The parties acknowledge that certain kinds of development within the Residential (Worthing Mine) Zone are listed as a complying kind of development pursuant to the provisions of the Council Development Plan.

- G. The parties wish to manage the quality and design of development on the residential lots, where such development is complying development pursuant to the Act, by introducing further conditions which must be satisfied by such development in addition to the conditions applicable to complying kinds of development.
- H. Pursuant to the provisions of Section 57(2) of the Act and generally the Owners have offered to enter into this Deed with the Council relating to the management preservation and conservation of the Residential Superlots.
- I. This is intended to be an interim measure until improved management of the residential lots can be effected by a Plan Amendment Report prepared by the Council pursuant to the Act to amend the provisions of the Council Development Plan relating to complying development within the Residential (Worthing Mine) Zone.
- J. No other persons have a legal interest in the Residential Superlots.

**NOW THIS DEED WITNESSETH** as follows:

- 1. Interpretation
  - 1.1 The parties acknowledge that the matters hereinbefore recited are true and accurate and agree that they shall form part of the terms of this Deed.
  - 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
    - (a) Words and phrases used in this Deed which are defined in the Act shall have the meanings ascribed to them by that Act.
    - (b) References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to.
    - (c) The term "the Owners" where the Owners include a company includes its successors, assigns and transferees and where the Owners include a person, includes his heirs, executors, administrators and transferees and where the Owners consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple in the Residential Superlots subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Title thereof.
    - (d) The term "person" shall include a corporate body.

- (e) Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively.
- (f) Words importing any gender shall include every gender.
- (g) Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
- (h) Any clause headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Deed.

1.3 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.

1.4 The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

## 2. The Owner's Obligations

- 2.1 This Deed is conditional upon the Registrar General depositing a plan of division in the Lands Titles Registration Office pursuant to Section 223 1e of the Real Property Act 1886 in essentially the same form as the Proposal Plan and the Council granting an effective development approval for the creation of the residential lots.
- 2.2 In respect of a residential lot, the Owners shall not undertake development of a kind described as complying in the Council Development Plan without the prior written consent of the Council unless such development meets the following criteria, where relevant:
  - 2.2.1 To ensure a reasonable separation between dwellings and to minimise the potential for overshadowing of adjacent dwellings, the following boundary set-backs apply:
    - (a) single-storey development, or single-storey components of a development, should be located no less than one metre from side (unless located on the boundary) and rear boundaries; and
    - (b) two-storey development, or two-storey components of a development, should be located no less than three metres from side and rear boundaries.
  - 2.2.2 To allow maximum access to solar energy the minimum set-back of a dwelling from its northern boundary should be three metres, unless the building form does not permit a three metre set-back (as may be the case for semi-detached dwellings), in which case, a courtyard capable of containing a rectangle of six metres

by four metres should be provided immediately adjacent to that northern boundary.

A northern boundary is defined as any site boundary having a bearing of between 45 degrees and 135 degrees of true north and located at the northern extremity of the site.

- 2.2.3 Up to 15 metres of side walls of single-storey dwellings may be located on one side boundary of a site, provided that:
  - (a) the side wall is not higher than 3.5 metres above natural ground level;
  - (b) the gradient of the natural surface level of the site is less than 1-in-10 in any direction; and
  - (c) the set-back to the other side boundary is a minimum of one metre.
- 2.2.4 Open-sided carports, verandahs and pergolas which require development approval may be located on one side boundary of a site, provided that the structure does not exceed three metres in height on the boundary.
- 2.2.5 Development should be designed to relate to the slope of the land, so that:
  - (a) the amount of cutting and filling of the natural ground profile is minimised; and
  - (b) the need for retaining walls is avoided, or the height of retaining walls is minimised.
- 2.2.6 Development should be designed to minimise energy use for heating, cooling and lighting through the application of an appropriate range of the following techniques:
  - (a) use of windows to maximise absorption of heat from the sun in winter on north and east building surfaces;
  - (b) use of deciduous trees, pergolas, verandahs and awnings to allow penetration of heat from the sun in winter yet provide shade in summer;
  - (c) avoidance of large windows on south and west facing building surfaces, other than in buildings which can take advantage of views; and
  - (d) avoidance of overshadowing of windows on the north and east faces of neighbouring buildings, and surfaces used for the collection of solar energy.
- 2.2.7 Development should be sited so that sunlight is available to the northern facade of the development and any adjacent existing

dwellings for at least two hours between 9:00am and 3:00pm on 21 June.

- 2.2.8 Development should be designed so that as much stormwater as possible is retained on the development site through the application of an appropriate range of the following techniques:
  - (a) the collection of roof run-off in rainwater tanks;
  - (b) the use of rainwater for domestic purposes;
  - (c) the direction of roof run-off onto garden areas; and
  - (d) the design of paved areas so that stormwater is directed onto garden areas.
- 2.2.9 Each dwelling should have provision for car parking on the site of the dwelling at the rate of not less than 0.5 spaces per bedroom (or room that may be used as a bedroom) plus 0.5 spaces per dwelling. Where a second car park is provided in a tandem arrangement on a driveway, then the driveway gradient should be not more than 1-in-10.
- 2.2.10 The frontage of a dwelling, other than the driveway area should be landscaped to the reasonable satisfaction of the Council within 6 months of the occupation of the dwelling. Landscaping may comprise a combination of vegetation and paved surfaces, however paving should not constitute more than half of the area between the site frontage and the forward-most building alignment of a dwelling. Driveway width should not exceed 50 percent of the frontage of the site.
- 2.2.11 Development should seek to preserve and maintain existing mature vegetation, and in particular, vegetation which provides a screening effect between sites shall only be removed or cut back to facilitate the establishment of buildings that otherwise comply with the terms of this Deed..

### 3. Miscellaneous Provisions

- 3.1 The Owners shall not grant any lease or licence easement or other right of any nature whatsoever which may give any person the right to possession or control or entry upon the Residential Superlots or residential lots upon any terms whatsoever unless such grant shall be expressed in writing and shall contain as an essential term thereof a covenant by the grantee not to do or omit to do or suffer or permit any other person to do or omit to do any act matter or thing upon the Residential Superlots or residential lots which would constitute a breach of the provisions of this Deed if such act matter or thing were done or omitted to be done by the Owners.

- 3.2 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Residential Superlots or residential lots for the purpose of:
  - 3.2.1 inspecting the Residential Superlots or residential lots and any building or structure thereupon;
  - 3.2.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 3.3 If the Owners are in breach of any provision of this Deed, the Council may, by notice in writing serviced 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 not less than twenty eight (28) days from the date of service of the notice) and 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 Residential Superlots or residential lots and recover any costs thereby incurred from the Owners.
- 3.4 If in a notice referred to in Clause 3.3 hereon the Council requires the removal of a building or structure from the Residential Superlots or residential lots the Council and its servants or agents are hereby authorised and empowered by the Owners to enter and remove the building or structure from the Residential Superlots or residential lots and to dispose of it in any manner determined by the Council provided that if the building or structure shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owners and pay to them the realised value less all expenses incurred.
- 3.5 This Deed may not be varied except by a supplementary deed signed by the Council and the Owners.
- 3.6 The Council may waive compliance by the Owners with the whole or any part of the obligations on the Owners' part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.
- 3.7 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.
- 3.8 Notice shall for the purposes of this Deed be properly served on the Owners if it is:
  - 3.8.1 posted to the Owners' last address known to the Council; or
  - 3.8.2 affixed in a prominent position on the relevant Residential Superlots or residential lots.
- 3.9 The Council may delegate any of its powers under this Deed to any person pursuant to Division V of Part III of the Local Government Act 1934 or pursuant to the Act.

3.10 The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiation preparation stamping and registration of this Deed and the implementation including the enforcement of its terms.

3.11 The requirements of this Deed are at all times to be construed as additional to the requirements of the Development Act, 1993 and any other legislation affecting the subject land.

3.12 Each party shall do and execute all such acts documents and things as shall be necessary to ensure that this Deed is noted against the Certificates of Title for the Residential Superlots pursuant to the provisions of Section 57(5) of the Development Act 1993 in priority to any other registrable interest in the subject land save and except for the estate and interest of the Owner therein.

3.13 If the development approvals proposed to be granted by the Council with respect to the Proposal Plan or the residential lots cease to operate pursuant to Section 40(2) of the Act or are cancelled pursuant to Section 43 of the Act then in either event the Council shall upon the request of the Owner and at the cost of the Owner in all things execute and lodge with the Registrar-General an application to rescind this Deed.

3.14 The Council shall use its best endeavours to expeditiously prepare a Plan Amendment Report (or vary an existing Plan Amendment Report) to amend the provisions of the Council Development Plan relating to complying development within the Residential (Worthing Mine) Zone.

3.15 After authorisation of the Plan Amendment Report referred to in Clause 3.14 hereof the Council shall upon the request of the Owners and at the cost of the Owners in all things execute and lodge with the Registrar General an application to rescind this Deed.

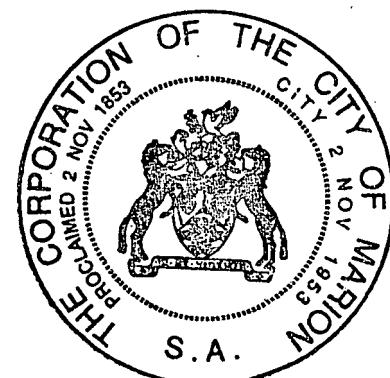
IN WITNESS whereof the parties hereto have executed this Deed.

THE COMMON SEAL of )  
the CITY OF MARION )  
was hereunto affixed )  
in the presence of: )



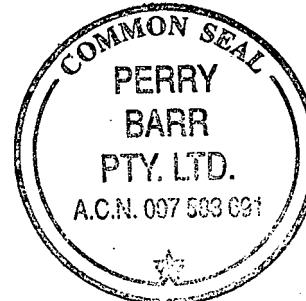
Mayor

City Manager



THE COMMON SEAL of the said )  
PERRY BARR PTY LTD )  
was hereunto affixed )  
in the presence of: )

*X* *Ver* *J*  
.....  
*MP Treloar*.....



THE COMMON SEAL of the said )  
WOODEND PARK PTY LTD )  
was hereunto affixed )  
in the presence of: )

*+* *Ver* *Julie E Wyness*  
.....  
*MP Treloar*.....



The Owners HEREBY CERTIFY pursuant to Section 57(4) of the Development Act 1993 that no other person has a legal interest in the subject land.

*Julie E Wyness*.....  
for PERRY BARR PTY LTD

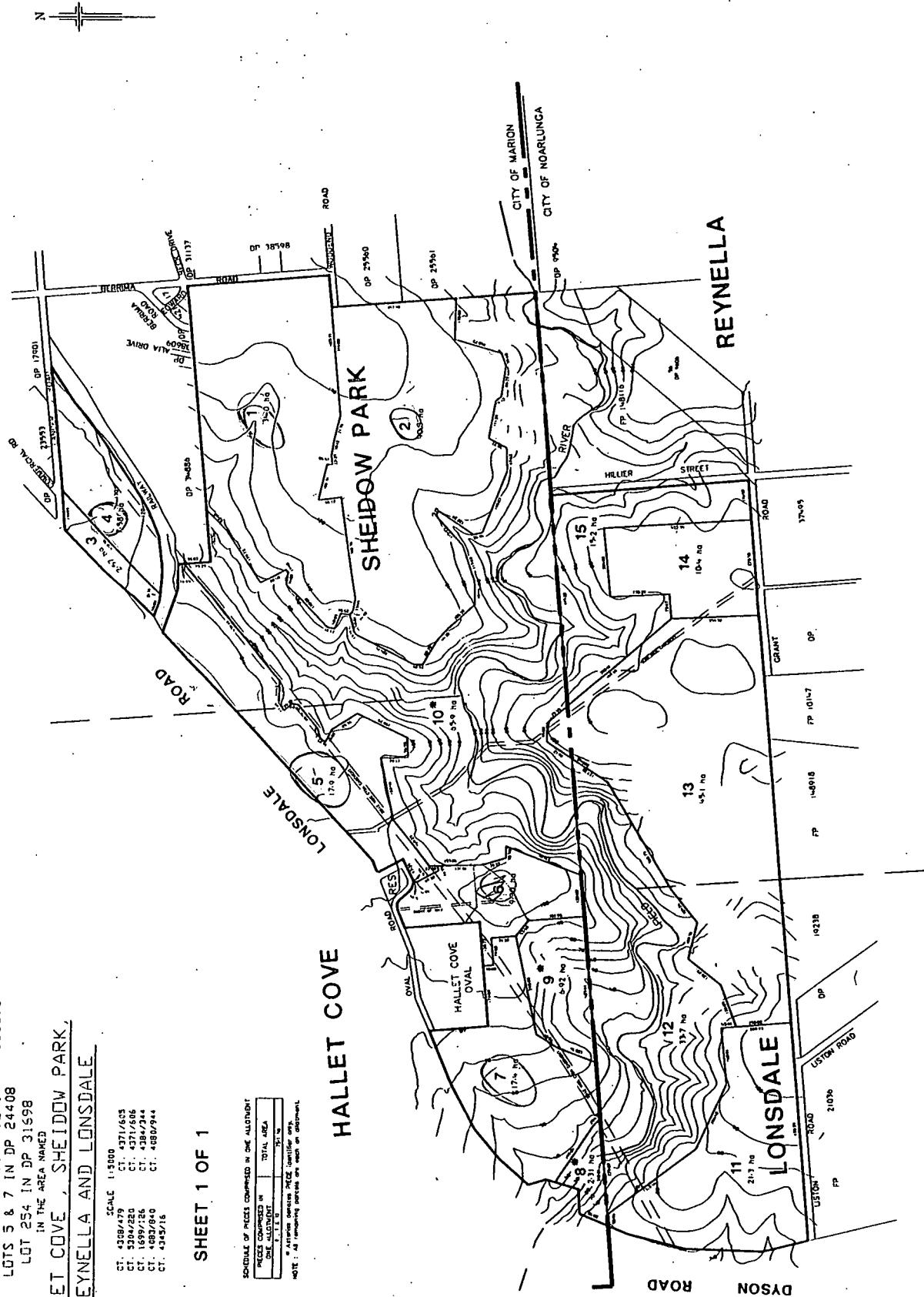
*Julie E Wyness*.....  
for WOODEND PARK PTY LTD

Proposed Plan of Division  
HUNDRED OF NOARLUNGA  
SECS. 457, 507 & 520  
PT. 488, 496, 519, 571 & 574  
LOT COMPRISING PIECES 91 & 92 IN FP 163693  
LOTS 5 & 7 IN DP 24408  
LOT 254 IN DP 31698  
IN THE AREA NAMED  
HALLET COVE, SHADOW PARK,  
REYNELLA AND LONSDALE

## SHEET 1 OF 1

SCHEDULE OF PIECES COMPRISING IN ONE ALIGNMENT	
PIECE COMPRISING IN ONE ALIGNMENT	TOTAL AREA
PT. 488	1.65
PT. 496	1.65
PT. 519	1.65
PT. 571	1.65
PT. 574	1.65
LOT 254	1.65
LOT 5	1.65
LOT 7	1.65

NOTE : All reference points are on each alignment.



DATED *1<sup>st</sup> DECEMBER 1997*

**BETWEEN:**

**CITY OF MARION**

of the one part

and

**PERRY BARR PTY LTD**  
**(ACN 007 583 691) and**  
**WOODEND PARK PTY LTD**  
**(ACN 007 583 717)**

of the other part

**LAND MANAGEMENT AGREEMENT**

**BY**

**DEED**

Stuart Main and Associates  
6th Floor, 111 Gawler Place  
Adelaide SA 5000  
Telephone: (08) 8410 4991  
Facsimile: (08) 8231 4239

# Certificate of Completion

## Summary

**Document ID:** 1A16B02DF--UGPA7RA1U9RLAKCDCBVGWYZZAUZQOBBSMXHDWVV\_O8

**Document name:** Form 1 - 27 Mariner Drive

**Sent by:** Cornerstone Conveyancing <admin@cornerstonesa.com.au>

**Organization:** Cornerstone Conveyancing  
PO Box 1101, Mount Barker, SA, Australia 5251

**Sent on:** Sep 12, 2025 14:32 ACST

**Signers:** 2

**Completed on:** Sep 12, 2025 15:07 ACST

**Receives a copy:** 2

**Sign order:** Sequential

**Approvers:** 0

**No. of documents:** 1

**Witnesses:** 0

**Recipient reviewers:** 0

## Recipients

 **Signer** Cornerstone Conveyancing  
admin@cornerstonesa.com.au

**Signature**

*Nicole Xenides*

**Emailed on:** Sep 12, 2025 14:32 ACST

**Accessed from:** 180.150.112.57

**Viewed on:** Sep 12, 2025 14:32 ACST

**Device used:** Web

**Terms agreed on:** Sep 12, 2025 15:02 ACST

**Authentication type:** None

**Signed on:** Sep 12, 2025 15:02 ACST

 **Signer** Maria Skipwort  
mariaskipworth76@gmail.com

**Signature**

*Maria Skipwort*

**Emailed on:** Sep 12, 2025 15:02 ACST

**Accessed from:** 101.173.36.190

**Viewed on:** Sep 12, 2025 15:03 ACST

**Device used:** Mobile

**Terms agreed on:** Sep 12, 2025 15:05 ACST

**Authentication type:** None

**Signed on:** Sep 12, 2025 15:07 ACST

 **Viewer** Danielle Colmer  
danielle@magain.com.au

**Accessed from:** -

**Emailed on:** Sep 12, 2025 15:07 ACST

**Device used:** -

**Viewed on:** -

**Authentication type:** None

 **Viewer** Kate Wauchope  
katew@magain.com.au

**Emailed on:** Sep 12, 2025 15:07 ACST

**Accessed from:** -

**Viewed on:** -

**Device used:** -

**Authentication type:** None

## Legal Disclosure

Please review the attached document/s and complete your electronic signing using the secure link provided. By electronically signing the attached document/s, you acknowledge that your electronic signature is the legal equivalent of your manual signature and constitutes your acceptance of the terms and conditions set forth therein, including our [Privacy Policy](#). This communication, including any attachments, is intended only for the individual or entity to whom it is addressed and may contain confidential or legally privileged information. If you are not the intended recipient, please notify the sender immediately and delete this message. Unauthorised use, disclosure, or distribution is prohibited.