

REAL PROPERTY ACT, 1986



South Australia

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 6318 Folio 200

Parent Title(s) CT 6318/171
Creating Dealing(s) ACT 14575445
Title Issued 23/07/2025 **Edition** 2 **Edition Issued** 30/07/2025

Estate Type

FEE SIMPLE

Registered Proprietor

MATTHEW CLAY HUTCHINGS
STEFANIE MONIKA HUTCHINGS
OF APT 104 9 VERTEX LANE TONSLEY SA 5042
AS JOINT TENANTS

Description of Land

LOT 104 SECONDARY COMMUNITY STRATA PLAN 43930
IN THE AREA NAMED TONSLEY
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13459469	APPLICATION PURSUANT TO SECTION 103P(2) OF THE ENVIRONMENT PROTECTION ACT 1993 NOTING THAT A SITE CONTAMINATION AUDIT REPORT HAS BEEN PREPARED IN RESPECT OF THE WITHIN LAND AND IS TO BE FOUND IN THE REGISTER KEPT BY THE ENVIRONMENT PROTECTION AUTHORITY UNDER SECTION 109 OF THE ACT
14304579	AGREEMENT UNDER PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PURSUANT TO SECTION 192(1)
14580260	ENCUMBRANCE TO PEET TONSLEY PTY. LTD. (ACN: 613 547 667)
14580261	MORTGAGE TO ING BANK (AUSTRALIA) LTD. (ACN: 000 893 292)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
18/07/2025	14575446	SCHEME DESCRIPTION	FILED
18/07/2025	14575447	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY C43928

Administrative Interests NIL

Certificate of Title

Title Reference: CT 6318/200
Status: CURRENT
Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
18/07/2025	23/07/2025	14575446	SCHEME DESCRIPTION	FILED	C43930
18/07/2025	23/07/2025	14575447	BY-LAWS	FILED	C43930

Registrar-General's Notes

AFFECTED BY C43928

Certificate of Title

Title Reference: CT 6318/200
Status: CURRENT
Parent Title(s): CT 6318/171
Dealing(s) Creating Title: ACT 14575445
Title Issued: 23/07/2025
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
25/07/2025	30/07/2025	14580261	MORTGAGE	REGISTERED	ING BANK (AUSTRALIA) LTD. (ACN: 000 893 292)
25/07/2025	30/07/2025	14580260	ENCUMBRANCE	REGISTERED	PEET TONSLEY PTY. LTD. (ACN: 613 547 667)
25/07/2025	30/07/2025	14580259	TRANSFER	REGISTERED	MATTHEW CLAY HUTCHINGS, STEFANIE MONIKA HUTCHINGS
25/06/2024	03/07/2024	14304579	AGREEMENT	REGISTERED	THE CORPORATION OF THE CITY OF MARION
04/02/2021	09/02/2021	13459469	GENERAL APPLICATION	REGISTERED	ENVIRONMENT PROTECTION AUTHORITY

Certificate of Title

Title Reference CT 6318/200
Status CURRENT
Easement NO
Owner Number 20490174
Address for Notices APT 104, 9 VERTEX LANE TONSLEY, SA 5042
Area NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

MATTHEW CLAY HUTCHINGS
STEFANIE MONIKA HUTCHINGS
OF APT 104 9 VERTEX LANE TONSLEY SA 5042
AS JOINT TENANTS

Description of Land

LOT 104 SECONDARY COMMUNITY STRATA PLAN 43930
IN THE AREA NAMED TONSLEY
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference TRANSFER (T) 14580259
Dealing Date 25/07/2025
Sale Price \$560,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	14304579	THE CORPORATION OF THE CITY OF MARION
ENCUMBRANCE	14580260	PEET TONSLEY PTY. LTD. (ACN: 613 547 667)
MORTGAGE	14580261	ING BANK (AUSTRALIA) LTD. (ACN: 000 893 292)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1003620584	PROPOSED CURRENT	Lot 104 VERTEX LANE, TONSLEY, SA 5042

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
18/07/2025 15:37	14575446	SCHEME DESCRIPTION	FILED
18/07/2025 15:37	14575447	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY C43928

Administrative Interests

NIL

Valuation Record

Valuation Number	1003620584
Type	Site & Capital Value
Status	PROPOSED CURRENT
Operative From	01/07/2026
Property Location	Lot 104 VERTEX LANE, TONSLEY, SA 5042
Local Government	MARION
Owner Names	MATTHEW CLAY HUTCHINGS STEFANIE MONIKA HUTCHINGS
Owner Number	20490174
Address for Notices	APT 104, 9 VERTEX LANE TONSLEY, SA 5042
Zone / Subzone	UN - Urban Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1321 - First Floor Home Unit
Description	5H/UNITBALCP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C43930 LOT 104	CT 6318/200

Building Details

Valuation Number	1003620584
Building Style	Conventional
Year Built	2025
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Colourbond
Equivalent Main Area	110 sqm
Number of Main Rooms	5

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

Property Interest Report

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

Title Reference	CT 6318/200	Reference No. 2748834
Registered Proprietors	M C & S M*HUTCHINGS	Prepared 22/01/2026 13:34
Address of Property	Lot 104 VERTEX LANE, TONSLEY, SA 5042	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

also

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

also

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

also

Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|---|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</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 |
|-----|---|---|

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

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

8. Environment Protection Act 1993

- | | | |
|-----|---|---|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 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) will respond with details relevant to this item |

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
9. <i>Fences Act 1975</i>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. <i>Fire and Emergency Services Act 2005</i>		
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11. <i>Food Act 2001</i>		
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13. <i>Heritage Places Act 1993</i>		
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14. <i>Highways Act 1926</i>		
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15. <i>Housing Improvement Act 1940 (repealed)</i>		
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16. <i>Housing Improvement Act 2016</i>		

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

17. *Land Acquisition Act 1969*

- | | | |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire
also
Contact the Local Government Authority for other details that might apply |
|------|---|---|

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

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

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

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 or phone PlanSA on 1800 752 664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997 (repealed)*

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

36. **Other charges**

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2748834

LYN ADAMS CONVEYANCING
LYN ADAMS CONVEYANCING PTY LTD
52a GILBERT STREET
ADELAIDE SA 5000

DATE OF ISSUE

23/01/2026

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
71115593	PEET TONSLEY APARTMENTS PTY. LTD.			
PROPERTY DESCRIPTION				
9 VERTEX LANE / TONSLEY SA 5042 / LT 4004 D132295				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1003620605		\$510,000.00	R4 1.000	VA 0.300
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	129.40
FINANCIAL YEAR		- REMISSION	\$	29.05
2025-2026		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-150.35
		= <u>AMOUNT PAYABLE</u>	\$	0.00

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE 23/04/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7013760215</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
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: 2748834

DATE OF ISSUE

23/01/2026

LYN ADAMS CONVEYANCING
LYN ADAMS CONVEYANCING PTY LTD
52a GILBERT STREET
ADELAIDE SA 5000

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

PEET TONSLEY APARTMENTS PTY. LTD.

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

9 VERTEX LANE / TONSLEY SA 5042 / LT 4004 D132295

ASSESSMENT NUMBER

1003620605

TITLE REF.

(A "+" indicates multiple titles)

TAXABLE SITE VALUE

\$510,000.00

AREA

0.0780 HA

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

CURRENT TAX	\$	10,481.39	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	10,481.39			
= AMOUNT PAYABLE	\$	0.00			

Please Note:

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

ON OR BEFORE

23/04/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

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
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7013760025</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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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 03620 58 4	L.T.O Reference CT6318200	Date of issue 23/1/2026	Agent No. 6326	Receipt No. 2748834
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LYN ADAMS CONVEYANCING
52A GILBERT ST
ADELAIDE SA 5000
searches@lynadams.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: M C & S M HUTCHINGS
Location: LT 104 VERTEX LANE TONSLEY LT104 C43930
Description: 5H/UNITBALCP Capital Value:
Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available: 1/10/2025	Water rates	:	82.30
Sewer main available: 1/10/2025	Sewer rates	:	94.00
	Water use	:	0.00
	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	:	352.60CR
	Balance outstanding	:	176.30CR

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

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 4/2/2026

This account has no meter of its own but is supplied from account no 10 03620 52 5.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 7.14%.

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

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

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

South Australian Water Corporation

Name: M C & S M HUTCHINGS Water & Sewer Account
Acct. No.: 10 03620 58 4 Amount: _____

Address:
LT 104 VERTEX LANE TONSLEY LT104
C43930

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1003620584



Bill code: 8888
Ref: 1003620584

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 1003620584



Environment Protection Authority

GPO Box 2607 Adelaide SA 5001
211 Victoria Square Adelaide SA 5000
T (08) 8204 2004
Country areas 1800 623 445

Receipt No : 0002748834
Admin No : 134546 (97249)

LYN ADAMS CONVEYANCING
52A GILBERT Street
ADELAIDE SA 5000

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

02 February, 2026

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6318 Folio 200
Address Allotment 104 (FL 104), Vertex Lane, TONSLEY SA 5042

Summary of land use:
Motor Vehicle Manufacture

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. *Environment Protection Act 1993*

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	YES
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	YES

Schedule – Division 2 – Land and Business (Sale and Conveyancing) Regulations 2010

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

a)	details of a current licence issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	YES
c)	details of a current exemption issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
e)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to produce waste of a prescribed kind (within the meaning of that Act) at the land?	YES
h)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to produce prescribed waste (within the meaning of that Act) at the land?	YES

4-Pollution and site contamination on the land - details recorded by the EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

a)	details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the <i>Environment Protection Act 1993</i>)?	YES
----	--	-----

- | | | |
|----|--|------------|
| b) | details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ? | YES |
| c) | a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register? | YES |
| d) | a copy of a site contamination audit report? | YES |
| e) | details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <i>Environment Protection Act 1993</i> applies? | YES |
| f) | details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ? | YES |
| g) | details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ? | NO |
| h) | details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit? | YES |
| i) | details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit? | YES |
| j) | details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995? | NO |

5-Pollution and site contamination on the land - other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

- | | | |
|----|--|------------|
| a) | a copy of a report known as a "Health Commission Report" prepared by or on behalf of the <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i>)? | NO |
| b) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ? | YES |
| c) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ? | NO |
| d) | a copy of a pre-1 July 2009 site audit report? | NO |
| e) | details relating to the termination before completion of a pre-1 July 2009 site audit? | NO |

Records identified in this EPA Statement to Form 1: **EPA/1161; P0142; SC60933; SC61286; SC60773-01; SC60773-02; SC61578-01; SC61578-02; SC61578-03; SC10129; SC61555; SC61473; SC60208**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

NOTE

This parcel of land was used by a business or company who in the course of an industrial or commercial process or a teaching or research activity produced prescribed (hazardous) waste.

Waste Produced

Acids And Acidic Solutions

Adhesives

Chromium Compounds And Solutions

Nickel Compounds And Solutions

Organic Solvents

Zinc Compounds And Solutions

NOTE

Section 103S - GROUNDWATER PROHIBITION AREA - TONSLEY, PORTIONS OF CLOVELLY PARK, MITCHELL PARK, MARION. Date of Notice: 8/4/2021. Date of Gazette in which notice published: 8/4/2021.

Description of the water to which the notice relates: The prohibition relates to the taking of groundwater from: The 1st and 2nd Quaternary aquifers, being the Pooraka Formation (Quaternary) aquifer and the 1st Hindmarsh Clay (Quaternary) aquifer, being the body of groundwater 0 to approximately 25 metres below the ground surface within the specified area. Particulars in the notice of the site contamination affecting the water: The site contamination affecting the groundwater is in the form of chlorinated hydrocarbons, petroleum hydrocarbons, metals and PFAS which represent actual or potential harm to human health or safety.

NOTE

General

Further information regarding this site can be found on the EPA website,
http://www.epa.sa.gov.au/data_and_publications/site_contamination_monitoring/investigations

PURPOSE:	SECONDARY COMMUNITY STRATA	AREA NAME:	TONSLEY	APPROVED:	17/07/2025	<h1>C43930</h1> <p>SHEET 1 OF 8</p> <p>text_01_v01_Version_3</p>
COUNCIL:	THE CORPORATION OF THE CITY OF MARION	DEVELOPMENT NO:	100/C569/24/001/9362	DEPOSITED:	21/07/2025	
LAST PLAN:	C43928					

AGENT DETAILS:	ALEXANDER & SYMONDS PTY LTD POST OFFICE BOX 1000 KENT TOWN, SA 5067 PH: 81301666	SURVEYORS CERTIFICATION:	I Mark Antony Peter Williams, a licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 30th day of June 2025 Mark Antony Peter Williams Licensed Surveyor
AGENT CODE:	ALSY		
REFERENCE:	20A2115SC-V4(B)		

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN
PT CT	6285	953		LOT(S) COMPRISING PIECES	4*. 44*. 444*	C	C43928 ADELAIDE	

OTHER TITLES AFFECTED: CT 6282/528, CT 6285/918, CT 6285/954

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
NEW	690* IN D132295	LONG	EASEMENT(S)	R	FOR BALCONY MAINTENANCE	COMMON PROPERTY	

ANNOTATIONS:

PRIMARY PLAN C43928

ENCROACHMENT OF NIB WALLS OCCURS OVER ADJOINING PRIVATE LAND LETERED E, F, G AND H

ENCROACHMENT OF BALCONIES OCCURS OVER ADJOINING PRIVATE LAND LETERED B, C, F, G, K AND L

ENCROACHMENT OF ROOF OCCURS OVER PRIVATE LAND LETTERED C AND D

ENCROACHMENT OF BALCONIES OCCURS OVER WAYFARER STREET

ENCROACHMENT OF BALCONIES OCCURS OVER MAB CIRCUIT

ENCROACHMENT OF BALCONIES, NIB WALLS AND ROOF OCCURS OVER VERTEX LANE

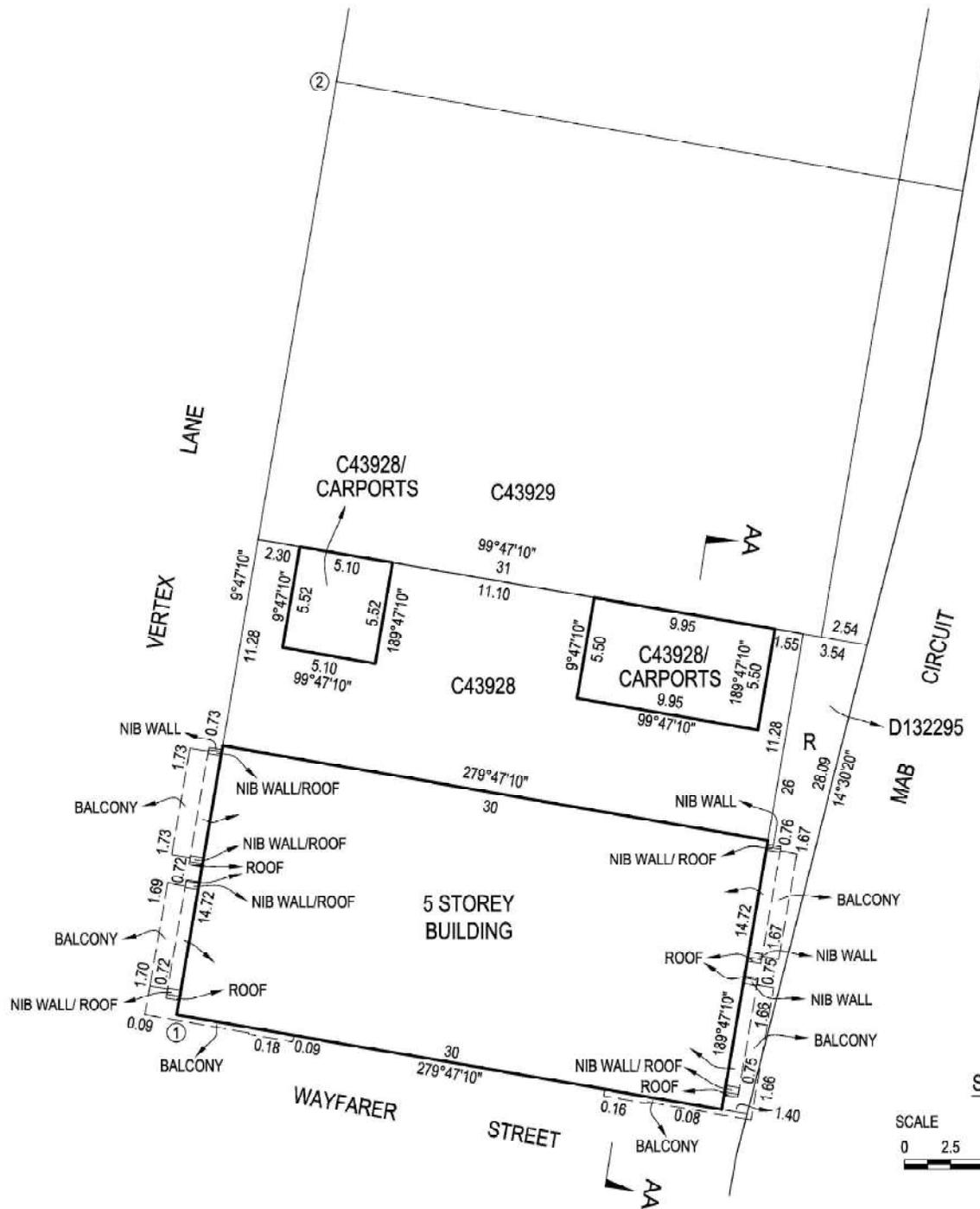


C43930

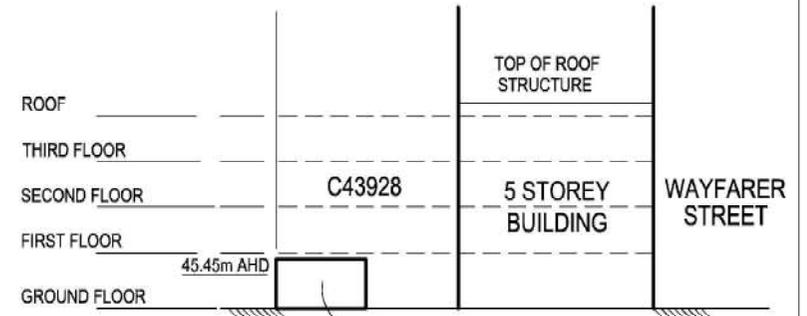
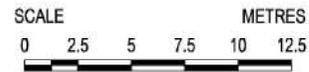
SHEET 2 OF 8

pland_V24_Version_3

BEARING DATUM:	(1) - (2) 9°47'10"
DERIVATION:	D132295 ADOPTED
DRAWING SCALE FACTOR:	1.0
ORIGIN POINT:	CNR (1)
TOTAL AREA:	525m ²



SITE PLAN



CROSS SECTION AA - AA

NOT TO SCALE

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666

A.B.N. 93 007 753 988

REFERENCE 20A2115SC-V4(B)

MW 10/06/2025



C43930

SHEET 3 OF 8

pland_V24_Version_3

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPORT ARE EXISTING FLOOR LEVEL SLAB AND 2.80 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.80 METRES

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS COURTYARD IS 2.80 METRES ABOVE THE UPPER SURFACE OF THE COURTYARD UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.

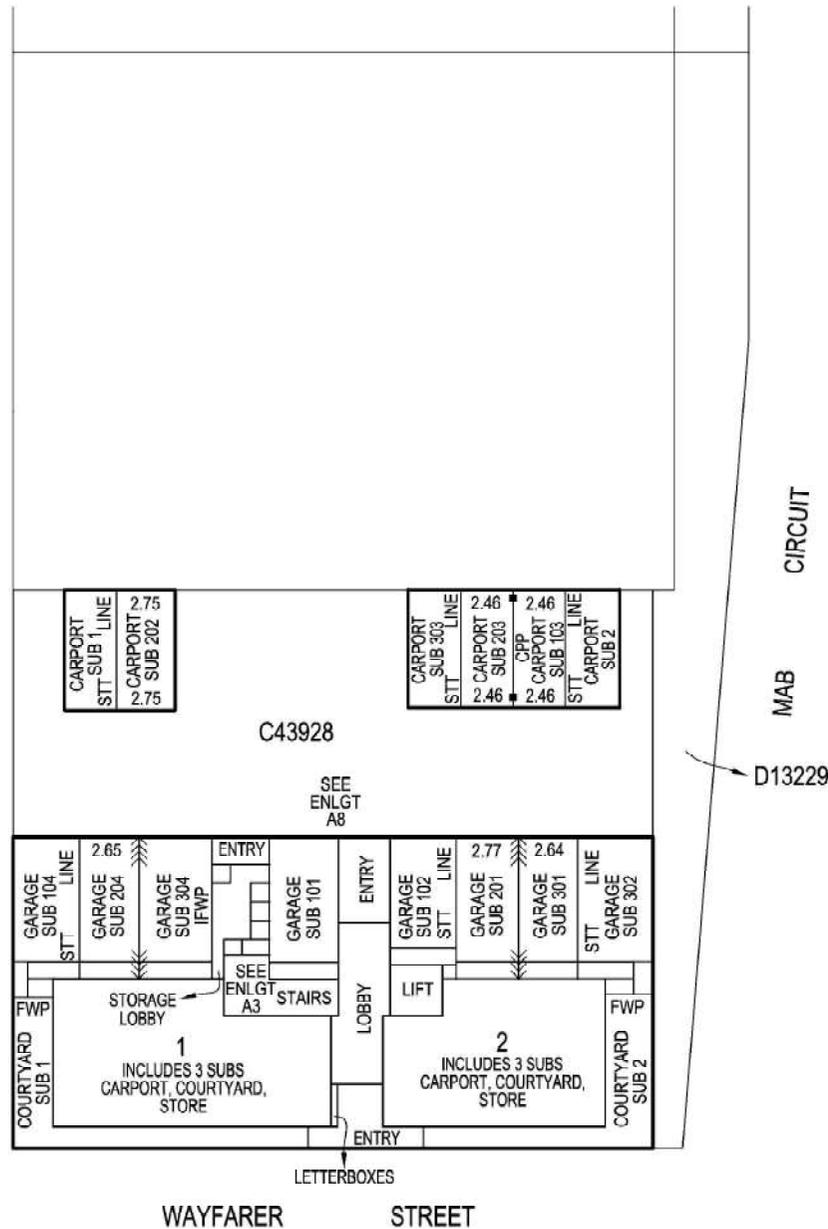
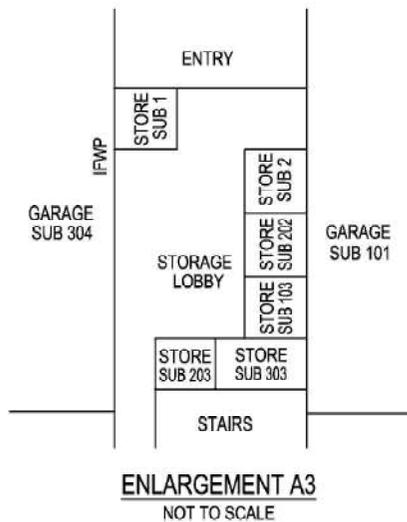
THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS STORE SUB 1, STORE SUB 2, STORE SUB 103, STORE SUB 202, STORE SUB 203 AND STORE SUB 303 ARE EXISTING FLOOR LEVEL SLAB AND 2.80 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.80 METRES UNLESS OTHERWISE SHOWN.

OVER BONNET STORAGE CAGES ARE FULLY FIXED BY MONUMENT.

LANE
VERTEX

CIRCUIT
MAB

D132295



LEGEND	
CPP	CENTRELINE POST AND PRODUCED
STT	STRAIGHT
FWP	FACE OF WALL AND PRODUCTION
■	STEEL POST

GROUND FLOOR PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666

A.B.N. 93 007 753 988

REFERENCE 20A2115SC-V4(B)

MW 10/06/2025

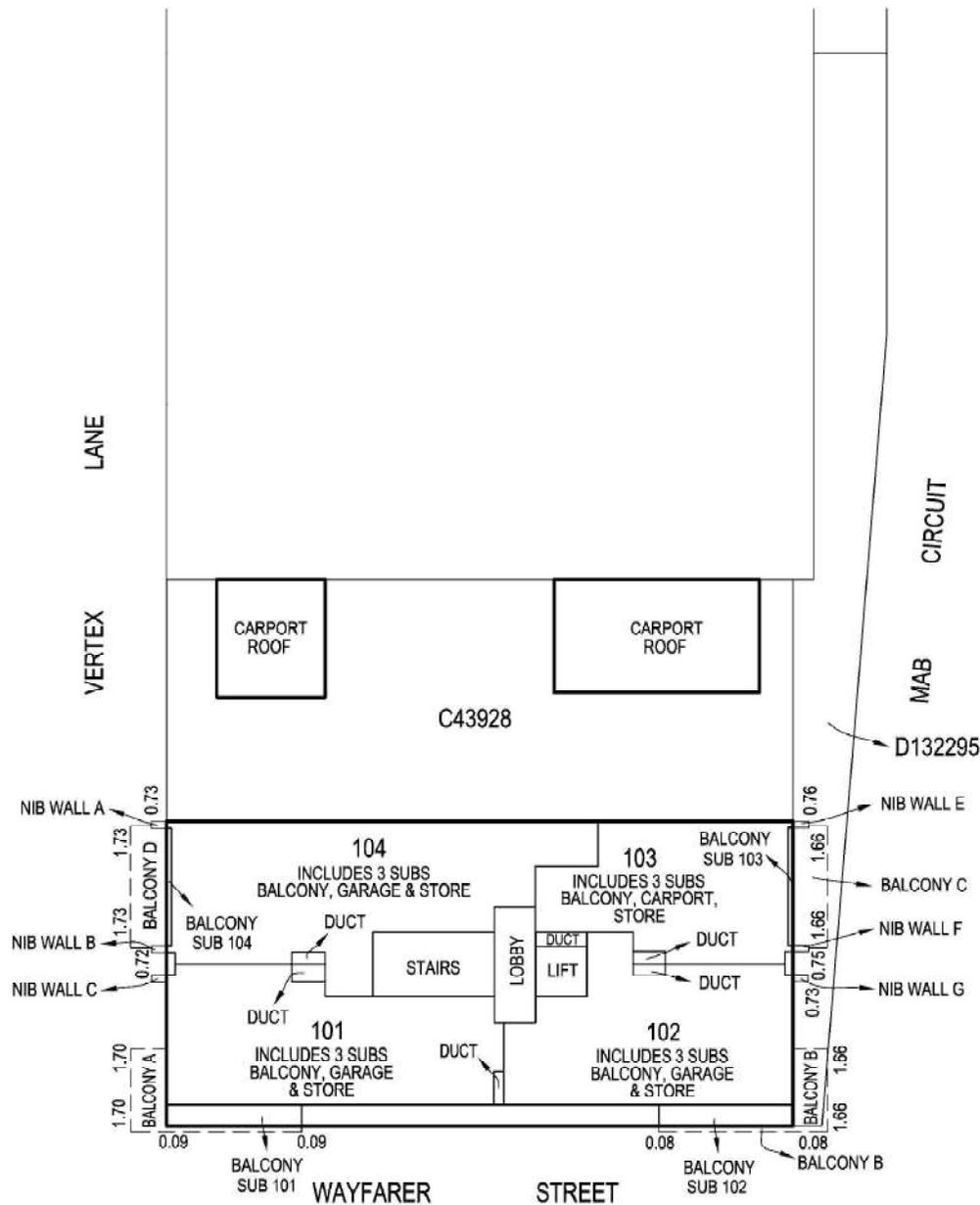


C43930

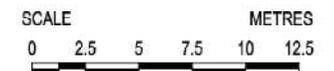
SHEET 4 OF 8

pland_V24_Version_3

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.40 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.40 METRES.



FIRST FLOOR PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666

A.B.N. 93 007 753 988

REFERENCE 20A2115SC-V4(B)

MW 10/06/2025

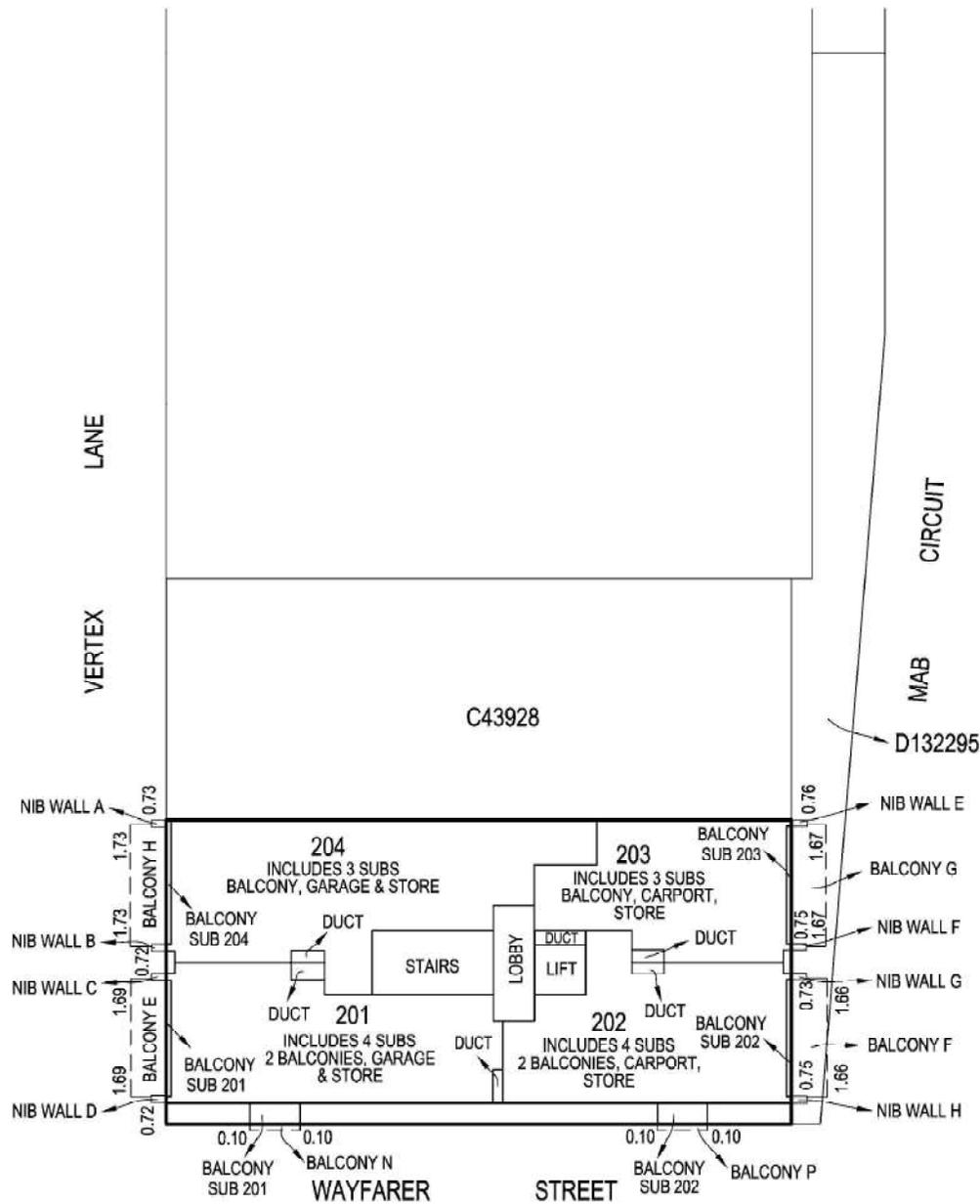


C43930

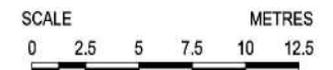
SHEET 5 OF 8

pland_V24_Version_3

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.



SECOND FLOOR PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666

A.B.N. 93 007 753 988

REFERENCE 20A2115SC-V4(B)
MW 10/06/2025

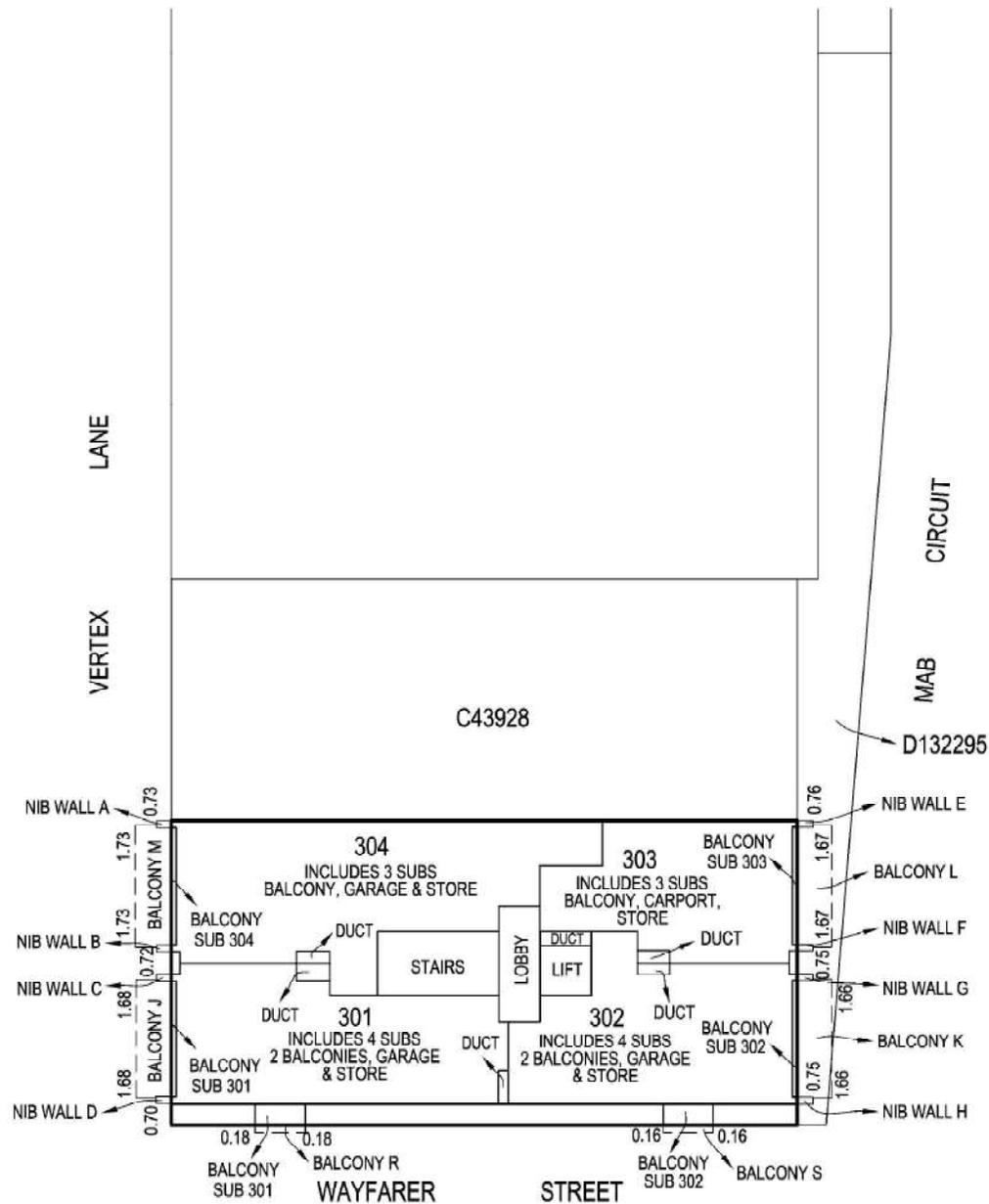


C43930

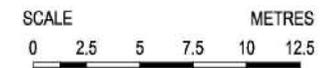
SHEET 6 OF 8

pland_V24_Version_3

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.



THIRD FLOOR PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666

A.B.N. 93 007 753 988

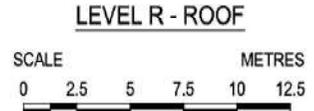
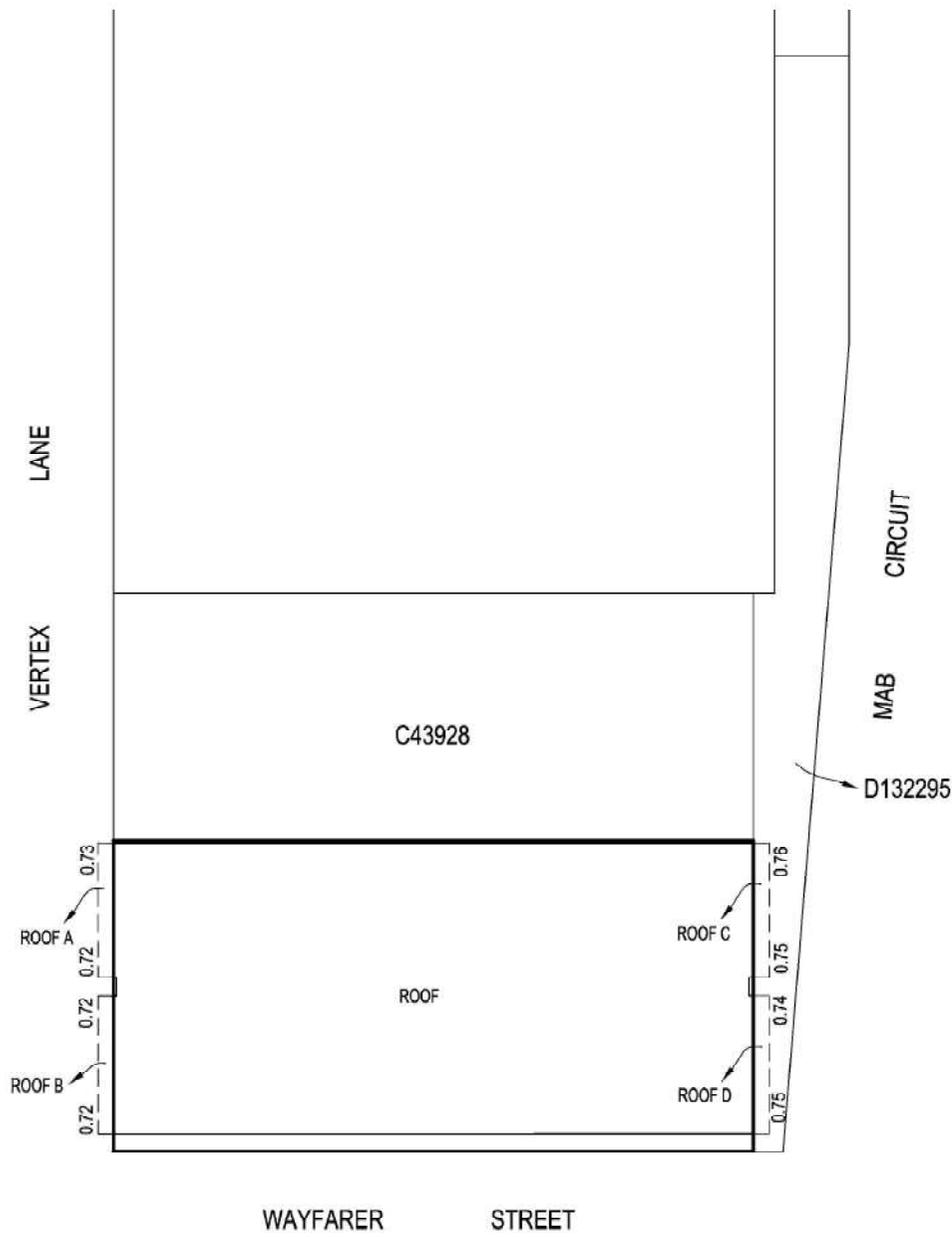
REFERENCE 20A2115SC-V4(B)
MW 10/06/2025



C43930

SHEET 7 OF 8

pland_V24_Version_3



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11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 A.B.N. 93 007 753 988

REFERENCE	20A2115SC-V4(B)
MW	10/06/2025



C43930

SHEET 8 OF 8

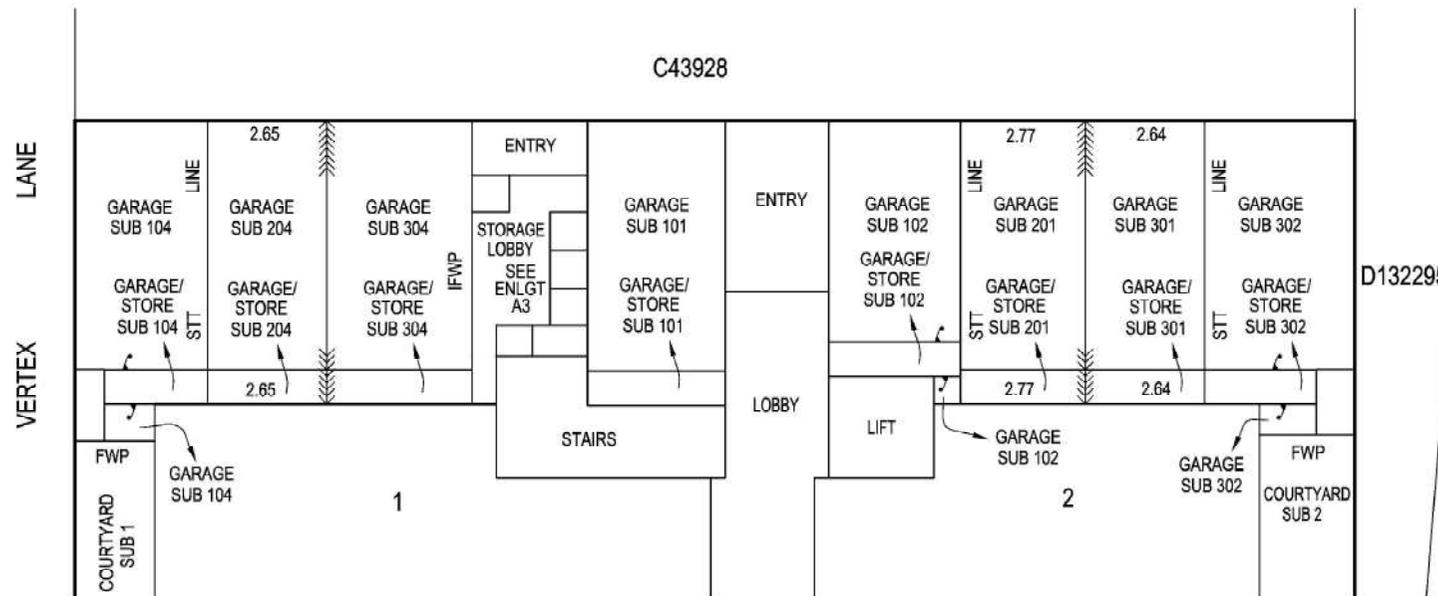
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TYPICAL GARAGE CROSS SECTION
NOT TO SCALE

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS STORE SUB 1, STORE SUB 2, STORE SUB 103, STORE SUB 202, STORE SUB 203 AND STORE SUB 303 ARE EXISTING FLOOR LEVEL SLAB AND 2.80 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.80 METRES UNLESS OTHERWISE SHOWN.

OVER BONNET STORAGE CAGES ARE FULLY FIXED BY MONUMENT.



ENLARGEMENT A8
NOT TO SCALE

LEGEND	
IFWP	INSIDE FACE OF WALL AND PRODUCED
STT	STRAIGHT
FWP	FACE OF WALL AND PRODUCTION

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666

A.B.N. 93 007 753 988

REFERENCE 20A2115SC-V4(B)

MW 10/06/2025

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 43930

SHEET 1 OF 1

ACCEPTED 21.7.2025



REGISTRAR-GENERAL

DEV. NO. 100:CS69:24

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	630	
2	565	
101	720	
102	710	
103	580	
104	810	
201	745	
202	730	
203	605	
204	845	
301	780	
302	760	
303	635	
304	885	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

I Christopher Wakeham being a land valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 15th June 2025



Signature of Land Valuer

FORM LF1 (Version 2)
GUIDANCE NO. 14575447
Orig.

LF 14575447



15:37 18-Jul-2025
9 of 9

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
9	LF

AGENT CODE

LODGED BY: Prospect Conveyancing Pty Ltd GMS1

CORRECTION TO: Prospect Conveyancing Pty Ltd GMS1

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED 21 JUL 2025 REGISTRAR-GENERAL	

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

**TERMS OF INSTRUMENT
NOT CHECKED BY
LAND SERVICES SA**

**Secondary By-Laws
Development No. 100/C569/24**

SECONDARY BY-LAWS

COMMUNITY PLAN NO. 43930

**"TONSLEY APARTMENTS"
9 VERTEX LANE, TONSLEY SA**

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



.....
Laura Smith
Registered Conveyancer
Prospect Conveyancing Pty Ltd
48 Prospect Road Prospect SA 5082
Dated:

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REFERENCE SCHEDULE		
ITEM	DESCRIPTION	PARTICULARS
1	Building	The four (4) level building comprising fourteen (14) Community Lots and the Common Property constructed on the Community Parcel.
2	Corporation	Community Corporation No. 43930 Incorporated
3	Community Plan	Community Plan No. 43930
4	Developer	PEET TONSLEY APARTMENTS PTY LTD ACN 621 955 226

COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY CORPORATION NUMBER 43930 INCORPORATED

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Lotholders of the Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

PART 1 - DEFINITIONS

1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the *Community Titles Act 1996* shall apply to these by-laws and unless the context otherwise requires, the expressions:

Act means the *Community Titles Act 1996* as amended;

Building means the building described in Item 1 of the Reference Schedule;

Common Property means the common property created by the Community Plan;

Corporation means the community corporation described in Item 2 of the Reference Schedule, as constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Community Parcel means the whole of the land comprised in the Community Plan;

Community Plan means the community plan described in Item 3 of the Reference Schedule;

Council means The Corporation of the City of Marion;

Developer means the party described in Item 4 of the Reference Schedule;

Development means the Building constructed on the Community Parcel and includes all the Lots, Lots Subsidiaries and Common Property;

Lot means a community lot comprised in the Community Plan;

Lotholder means the owner of a Lot;

Management Agreement means any agreement appointing the Managing Agent pursuant to Section 75(5) of and Regulation 15 to the Act;

Managing Agent means the company for the time being appointed by the Corporation as its Managing Agent and a reference in these by-laws to the Corporation shall, where there is such a Managing Agent, be construed as a reference to that Managing Agent unless the context otherwise requires;

Occupier means an occupier of a Lot and includes, if a Lot is unoccupied, the Lotholder of the Lot;

Rules means the rules made by the Corporation pursuant to the powers contained in these by-laws;

Reference Schedule means the reference schedule attached to these by-laws; and

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

- 1.1 A reference to an instrument includes any variation or replacement of it.
- 1.2 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 1.3 The singular includes the plural and vice versa.
- 1.4 The word "person" includes a firm, a body corporate, an association or an authority.
- 1.5 Words of any gender include every gender.
- 1.6 A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns.
- 1.7 A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- 1.8 Headings are inserted for convenience and do not affect the interpretation of these by-laws.
- 1.9 The obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these by-laws in respect of the person or persons to whom they are given.
- 1.10 The meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions.

If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

PART 2 - MANDATORY BY-LAWS

2. Administration, Management and Control of Common Property

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
 - 2.2.1 the appointment of a Managing Agent pursuant to by-law 2.3;
 - 2.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$5,000.00;
 - 2.2.3 the Corporation's obligations regarding insurance under the Act.
- 2.3 The Corporation may, in accordance with the Act, appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the

Common Property on such terms and conditions as it considers reasonably appropriate, and otherwise in accordance with the Act.

- 2.4 The Corporation may delegate its powers under these By-Laws to the extent permitted under the Act.

3. Use and Enjoyment of the Common Property

- 3.1 The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their invitees and comprises any one or more of the following:
- 3.1.1 the external structures of the building constructed on the Community Parcel;
 - 3.1.2 walkways, stairways, driveways, and entrance areas for access to the Lots and Lot subsidiaries;
 - 3.1.3 storage areas for plant, equipment and services;
 - 3.1.4 provision for service infrastructure, plant and equipment including but not limited to water meter, fire hydrant, fire pump room, air-conditioning units; and
 - 3.1.5 gardens and planter boxes.

PART 3 - COMMUNITY PARCEL

4. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

- 4.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- 4.2 make or allow their visitors to make undue noise in or about the Community Parcel;
- 4.3 interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- 4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- 4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property when on the Community Parcel;
- 4.6 damage or deface any building or sign or structure on the Community Parcel;
- 4.7 disobey reasonable directions or requests from an officer of the Corporation;
- 4.8 use any portion of the Community Parcel as a restaurant, cafe or a business premises at which goods are sold to the public by retail or at which services are provided to the public or to which the public is invited to negotiate for the sale of services without the prior written consent of the Corporation;
- 4.9 obstruct any persons lawful access to any Lot or to the Common Property;
- 4.10 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;

- 4.11 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose and fitted with bicycle racks;
- 4.12 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 4.13 permit any scooter to be brought into a Lot or the Common Property except in areas specifically allowing such purpose;
- 4.14 erect or fix any sign or notice to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;
- 4.15 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- 4.16 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- 4.17 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- 4.18 store, place, display or hang any chattel or item (including without limitation any item of clothing not on designated clothes drying equipment, or any blind or sun screening device) on or from any part of the Common Property and a Lot without the consent of the Corporation except for pot plants and barbeques, outdoor chairs and tables;
- 4.19 install any equipment or apparatus of any kind (including, but not limited to, any air conditioning unit, antenna or satellite dish) which:
 - 4.19.1 is visible from the exterior of the Building;
 - 4.19.2 extends outside the boundaries of a Lot; or
 - 4.19.3 protrudes from any building or terrace forming part of a Lot, without first obtaining the prior written consent of the Corporation;
- 4.20 without limiting by-law 4.19, affix a satellite dish to any part of the Common Property; or
- 4.21 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

5. Storage of Flammable Liquids

A Lotholder or Occupier of a Lot must not:

- 5.1 except with the prior written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than:
 - 5.1.1 chemicals, liquids, gases or other material intended to be used for domestic purposes; or
 - 5.1.2 fuel stored in the fuel tank of a motor vehicle; or
- 5.2 do or permit anything which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation.

6. Disposal of Garbage

- 6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the green waste, recycle and general waste bins, receptacle or areas specifically provided.
- 6.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.

7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the prior written consent of the Corporation, a Lotholder or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- 7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- 7.2 the structural and functional integrity of any part of the Common Property is impaired; or
- 7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

PART 4 - COMMON PROPERTY

8. Corporation to Keep Common Property in Good Repair

- 8.1 The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.
- 8.2 The Corporation shall keep the landscaping of the Common Property alive, in good order, weed free, with the replacement of the dead trees or plants in a timely manner, maintaining the landscape design of the approved plans.

9. Prohibited Activities

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- 9.1 camp or sleep overnight;
- 9.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- 9.3 carry on any business except with the prior written consent of the Corporation;
- 9.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the prior written consent of the Corporation;
- 9.5 obstruct any corridor, hallway, passage or other access way;
- 9.6 obstruct the lawful use of the Common Property by any person;

- 9.7 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- 9.8 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;
- 9.9 mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the prior written consent of the Corporation;
- 9.10 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the prior written consent of the Corporation or the Managing Agent;
- 9.11 throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property;
- 9.12 damage any landscaping or structure or improvement forming part of or being situated on Common Property; or
- 9.13 use any garden forming part of the Common Property for his or her own purposes (except with the consent of the Corporation).

10. Security of Common Property

A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

11. Notification of Defects

A Lotholder or Occupier of a Lot must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

12. Compensation to Corporation

A Lotholder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or their respective tenants, licensees or invitees.

13. Restricted Use of Common Property

The Corporation may take measures to ensure the security, and to preserve the safety of the Common Property and the Lots affected by the Corporation from fire or other hazards and without limitation may:

- 13.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;
- 13.2 permit to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots; and
- 13.3 restrict by means of a Security Key the access of Lotholders or Occupiers of one level or areas or Lots on the Community Parcel to any other level, area or Lots in the Community Parcel.

14. Easement and Right of Way over Adjacent Titles

The Developer may, in its absolute discretion, grant easement(s) and/or right(s) of way over any part of the neighbouring and adjacent titles including the Common Property in favour of the lotholders and occupiers of the neighbouring and adjacent titles, and the Lotholders and Occupiers hereby consent to that grant of easement(s) and/or right(s) of way to be granted by the Developer (if required in the Developer's absolute discretion).

PART 5 - USE OF COMMUNITY LOTS

15. Good Repair

A Lotholder must:

- 15.1 maintain the Lot in good repair;
- 15.2 carry out any work ordered by a council or other public authority in respect of the Lot; and
- 15.3 carry out work required by the Corporation in respect of the Lot.

16. Use of Lot

A person bound by these by-laws:

- 16.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 16.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 16.3 must allow the Corporation access to the Lot for the purpose of carrying out maintenance and except in the case of an emergency the Corporation must give reasonable notice to the Occupier (not less than 48 hours) of its required access to the Lot;
- 16.4 must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 16.5 must subject to the Act and these by-laws notify the Corporation of any repairs and maintenance required to their Lot;
- 16.6 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;
- 16.7 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 17;
- 16.8 must ensure that any additions or alterations of any kind made or permit to be made in or to the Lot including, without limitation, to the flooring in the Lot comply with the requirements of the Building Code of Australia;
- 16.9 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all fire and security doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;

- 16.10 must take every reasonable precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;
- 16.11 must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- 16.12 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- 16.13 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 16.14 must ensure compliance with fire laws or regulations in respect of the Lot;
- 16.15 must not breach the fire laws or regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy; and
- 16.16 must not drive nails or screws or the like into, or otherwise break the surface of any of the interior or exterior walls, floor or ceiling of the Lot without the prior written consent of the Corporation.
- 16.17 must not use a Lot for non-residential purposes unless the use has been approved by the Corporation.

17. Renovation and Refurbishment of Lots

- 17.1 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless:
 - 17.1.1 such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;
 - 17.1.2 such person has consulted with the architect appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such architect;
 - 17.1.3 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
 - 17.1.4 such person obtains the prior written consent of the Corporation by special resolution at least fourteen (14) days before the commencement of such prescribed work; and
 - 17.1.5 such person has made prior arrangements with the Corporation in relation to permitting persons such as workers in to their Lot and the Common Property and make sure that such workers have appropriate current public liability insurance cover.
- 17.2 The Lotholder shall ensure that:
 - 17.2.1 workers are only permitted to enter a Lot in the presence of the Lotholder or the Occupier commissioning the work to be undertaken or the Corporation;

- 17.2.2 all work is carried out strictly in accordance with the provisions of the prior written consents granted by the Corporation and any government or statutory authority;
 - 17.2.3 all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
 - 17.2.4 all work is undertaken only between the hours of 8:00 am and 5.30 pm on Mondays to Saturdays other than public holidays;
 - 17.2.5 adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
 - 17.2.6 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
 - 17.2.7 all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - 17.2.8 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
 - 17.2.9 all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such prescribed works is affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;
 - 17.2.10 the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
 - 17.2.11 all rubble or refuse arising from the performance of such prescribed works must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
 - 17.2.12 where such person proposes to remove and replace the floor covering to the floor of any part of a Lot and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay, which has been approved by the Corporation between the floor and the hard floor covering.
- 17.3 For the purpose of this by-law, "prescribed work" in relation to a Lot means:
- 17.3.1 the erection, alteration, demolition or removal of a building or structure;
 - 17.3.2 the alteration of the external appearance of a building or structure;
 - 17.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
 - 17.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
 - 17.3.5 the installation, removal or replacement of any flooring; and
 - 17.3.6 any activity which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot, including (without limitation) alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service.

18. Moving Articles To and From Lots

The Lotholder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot:

- 18.1 goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior written approval of and must be delivered under the supervision of the Corporation; and
- 18.2 goods or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder.

19. Pets and Animals

19.1 Subject to the Act, a Lotholder or Occupier of a Lot shall only keep a pet or any animal within, or in the vicinity of a Lot:

- 19.1.1 as permitted by the Council or such other local authority as applicable and such animals must be registered with the Council or local authority where such registration is required by law;
- 19.1.2 with the prior written consent of the Corporation; and
- 19.1.3 provided that such pet or animal does not create a nuisance to other Lotholders or Occupiers.

19.2 Nothing in these by-laws shall prevent a Lotholder or Occupier or visitor to the Common Property who suffers from a disability from keeping or using an appropriate trained animal to assist the person in respect of that disability.

20. Leasing

20.1 Where a Lotholder leases a Lot, part Lot or Lot Subsidiary the Lotholder must:

- 20.1.1 if requested by the Corporation, inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease; and
- 20.1.2 provide a copy of these by-laws to the intended lessee and ensure that the intended lessee is bound, via the terms of the lease, to comply with these by-laws.

20.2 The Corporation must keep confidential at all times any information it receives pursuant to this by-law 20 about any lessee or Occupier of a Lot, including the terms of any lease between a Lotholder and any intended lessee or Occupier.

21. Change in Ownership

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, or any change in address, telephone number or email address of a Lotholder. Details of all Lotholders will be provided by the Corporation to other Lotholders within the Corporation upon reasonable notice being given.

22. Sale of Lot

A person bound by these by-laws:

- 22.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;
- 22.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and
- 22.3 must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

23. Right to Enter Lot

- 23.1 The Corporation shall be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice in compliance with the Act, to enter upon a Lot for the purpose of or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:
 - 23.1.1 to inspect a Lot;
 - 23.1.2 to carry out maintenance, repairs or work; and
 - 23.1.3 to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.
- 23.2 Notwithstanding by-law 23.1, the Corporation shall be permitted to enter a lot (using such force as is reasonably necessary in the circumstances) if satisfied that urgent action is necessary to avert a risk of death or injury or significant damage to property, in order to conduct such works as are reasonably necessary to deal with the risk, and the Corporation shall be required to give such notice (if any) to the Lotholder or Occupier as is considered reasonable in the circumstances.

24. Observance of By-laws

- 24.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier of a Lot there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- 24.2 A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

25. Indemnity and Release

A person bound by these by-laws shall:

- 25.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation;
- 25.2 occupy and use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages

arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

26. Corporation May Make Rules

The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by Occupiers, the Lotholders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

27. Removal of Persons

The Corporation may remove any person (or such person's property) from a part of the Community Parcel who is found committing a breach of a by-law in that part.

28. Balcony Lots and Terrace Lots

A Lotholder is prohibited from using the balcony or terrace of a Lot for:

- 28.1 hanging laundry, washing or clothing out to dry or air in public view other than on designated clothes drying equipment;
- 28.2 flying flags or banners or erecting or locating other forms of advertising or promotional material;
- 28.3 deliberate throwing or dropping materials or objects, and must make every reasonable precaution to prevent items from blowing or dropping off the balcony or the terrace of the Lot;
- 28.4 emitting amplified music or other broadcasting so as to cause a nuisance or interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the relevant balcony or terrace, or adjacent to the Community Parcel;
- 28.5 storage of rubbish bins;
- 28.6 washing down, sweeping or cleaning balconies or terraces, or water plants on balconies or terraces which results in surplus water, dust or debris running or falling from the edge of the balcony or terrace; and
- 28.7 installing or permitting any lining or covering or shading screen or device to enclose or attempt to enclose, or restrict sunlight on the balcony or terrace of the Lot.

PART 6 – GENERAL

29. Insurance

- 29.1 The Corporation shall ensure that there is one (1) policy of insurance for the Community Parcel which meets the requirements of insurance under the Act (the ***Policy of Insurance***).
- 29.2 The Corporation will ensure that sufficient funds are obtained for contributions to the administrative fund payable by the Lotholders to enable payment of the premium for the Policy of Insurance.
- 29.3 Each Lotholder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder's Lot.
- 29.4 The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance

shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event.

- 29.5 Proof of coverage by way of a copy of the Lotholder's current receipted insurance or policy shall be supplied to the Corporation on request.
- 29.6 Where the premium for the Policy of Insurance payable by the Corporation is, as a consequence of any Lotholder's or Occupiers' particular use of a Lot, more than it would otherwise be but for that use, then the increase in the premium will be borne by the relevant Lotholder or Occupier.
- 29.7 The Corporation may act as agent for the Lotholders in arranging policies of insurance, and in which case the Corporation may impose on the Lotholders monetary obligations in relation to the insurance premium arranged by the Corporation acting as agent for the Lotholders.

30. Corporation's Rights and Powers - Unpaid Levies

- 30.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:
 - 30.1.1 the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws; and
 - 30.1.2 any costs that are ordered to be paid by the Lotholder to the Corporation by any Court Tribunal or body with authority to order the payment of costs.
- 30.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any Court of competent jurisdiction provided that, in respect of the Corporation's party and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 30.1 against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.
- 30.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- 30.4 If when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with the other person for the payment of the interest.
- 30.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 30.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder the Corporation may recover the amount spent as a debt in an action in any Court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

31. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

32. Sinking Fund

32.1 The Corporation must establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.

32.2 The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.

32.3 The following provision shall apply to any Sinking Fund established under this by-law:

32.3.1 the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;

32.3.2 that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and

32.3.3 any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

33. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Corporation.

34. Security Keys

34.1 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.

34.2 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Lotholder or the Corporation.

34.3 A Lotholder or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not to dispose of it otherwise than by returning it to the Corporation.

34.4 A Lotholder or Occupier of a Lot must promptly notify the Corporation if a Security Key issued is lost or destroyed.

35. Permits

35.1 In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

35.2 The Corporation shall have the power to grant permits to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.

- 35.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- 35.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.
- 35.5 A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws.
- 35.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.
- 35.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

36. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum permitted by the Act

37. Breach

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

38. Waiver

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

39. Notice

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

40. General

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of owners of Lots.

41. Voting at General Meetings

Except as provided for in these by-laws and subject to the Act, the votes that may be cast in respect of each Lot on any matter arising for decision at a general meeting of the Corporation is one.

42. Ongoing Monitoring

**TERMS OF INSTRUMENT
NOT CHECKED BY
LAND SERVICES SA**

**Secondary By-Laws
Development No. 100/C569/24**

Lotholders and/or Occupiers of a Lot hereby acknowledges the existence of the site contamination audit dated 7 December 2017 and available on request from the Vendor (**Site Contamination Audit Report**) and agrees to allow Urban Renewal Authority (trading as Renewal SA) and its officers, employees, agents, contractors, licensees and invitees to access the Common Property at all times for the purpose of complying with any requirements of the Site Contamination Audit Report.

E 14580260

LANDS TITLES REGISTRATION OFFICE

Lodged: 25 July 2025 03:16:01 PM
2 OF 3

SOUTH AUSTRALIA

Registered: 30 July 2025 03:19:29 PM

Form M2
Version 40.5



ENCUMBRANCE

Responsible Subscriber: MSA NATIONAL (EL - PEXA) (E100387)
Reference: 35732 Lot 4004 Lot 1

ELN Lodgement Case ID: 1464154678
ELN Workspace ID: 13997274

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

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6318 FOLIO 200

ENCUMBRANCER (Full name and address)

MATTHEW CLAY HUTCHINGS OF APT 104 9 VERTEX LANE TONSLEY SA 5042
STEFANIE MONIKA HUTCHINGS OF APT 104 9 VERTEX LANE TONSLEY SA 5042

ENCUMBRANCEE (Full name, address and mode of holding)

PEET TONSLEY PTY. LTD. ACN 613547667 OF L 3 70 HINDMARSH SQ ADELAIDE SA 5000

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS (\$0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 01 JANUARY 2026 FOR A PERIOD OF 999 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

- (a) Document Reference
- (b) Additional terms and conditions

Refer to Covenants

DATED 25 JULY 2025

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

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

The Certifier has retained the evidence supporting this Registry Instrument or Document.

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

Lynette Helen Adams

Practitioner Certifier

For: LYN ADAMS CONVEYANCING

On behalf of: MATTHEW CLAY HUTCHINGS, STEFANIE MONIKA HUTCHINGS

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

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

The Certifier has retained the evidence supporting this Registry Instrument or Document.

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

Laura Jane Smith

Practitioner Certifier

For: PROSPECT CONVEYANCING

On behalf of: PEET TONSLEY PTY. LTD.

This is a representation of an instrument that was electronically lodged

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. DEFINITIONS

1.1 Definitions

In this Encumbrance unless the contrary intention appears or the context shall otherwise require the following expressions shall have the following meanings:

Adjoining Owner means the owner of adjoining land which shares a common boundary with the Land, who is entitled to claim under the Encumbrancee as a purchaser of land in the Development Zone;

Development Zone means the land comprised in Allotment 4004 in D132295;

Encumbrancee means the person described in the panel entitled "Encumbrancee" on the front page of this Encumbrance and its successors and assigns;

Land means the land described in the panel entitled "Land Description" on the front page of this Encumbrance;

Loss means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising (whether or not presently ascertained, immediate, future or contingent) and includes legal costs on a full indemnity basis;

Owner means the person described in the panel entitled "Encumbrancer" on the front page of this Encumbrance and includes that person's successors, heirs and assigns;

Real Property Act means the Real Property Act, 1886;

Tonsley Residential Precinct Masterplan means the Tonsley residential precinct masterplan published by or on behalf of the Encumbrancee, which relates to the building scheme which has been or will be adopted in the Development Zone (which may be varied from time to time by the Encumbrancee).

1.2 Interpretation

In this Encumbrance unless the contrary intention appears:

- (a) any reference to an Act shall be construed to include that Act as amended from time to time and to any other Act substituted for the Act as amended from time to time. A reference to any section or provision of an Act shall be construed to include a reference to the corresponding section or provision of the Act as amended or substituted from time to time;
- (b) words importing the singular number or plural numbers shall include the plural numbers and singular number respectively;
- (c) words importing one gender shall include all other genders;
- (d) if there shall be more than one person included in the designation "Owner" all covenants and obligations herein contained on the part of the Owner shall take effect as joint and several covenants by such persons;
- (e) headings are for convenience of reference only and shall not be used in the interpretation or construction of the covenants of this Encumbrance;
- (f) the term "person" includes a body corporate;
- (g) any reference to the Land shall apply to and include the whole and any part of the Land or any such asset matter business or thing; and
- (h) the burden of providing compliance with the covenants in this instrument lies on the Owner.

2. PAYMENT OF RENT CHARGE

The Owner shall pay to the Encumbrancee during the continuance of this Encumbrance the sum of 10¢ (if demanded) on the 30th day of June next and on each succeeding 30th day of June.

3. PURPOSE

- (a) It is intended by the Owner and the Encumbrancee that this Encumbrance shall secure to the Encumbrancee both:
 - (i) the payment of the said rent-charge; and

- (ii) the performance and observance of the covenants contained in this Encumbrance,
- (b) and that the rent-charge hereby secured and the covenants herein contained shall be binding on the person executing this Encumbrance as the Owner and on the successors and assigns of that person as the registered proprietor or proprietors for the time being of the Land.
- (c) The Owner acknowledges and agrees that this Encumbrance (and the covenants contained herein) are entered into and undertaken for the purposes of the Encumbrancee's scheme of development (which will be put into effect by the Tonsley Residential Precinct Masterplan) for the residential allotments comprised in the Development Zone.
- (d) The Owner acknowledges that it is able to view the current Tonsley Residential Precinct Masterplan prior to the grant of this Encumbrance on the website www.tonsleyvillage.com.au.
- (e) The Encumbrancee may make any amendments to the Tonsley Residential Precinct Masterplan as it shall require from time to time but must notify the Owner of any such amendments to the Tonsley Residential Precinct Masterplan which are made after the grant of this Encumbrance that substantially or materially affect Land.
- (f) Any amendment to the Tonsley Residential Precinct Masterplan made at any time after the grant of this Encumbrance only binds the Owner upon the Encumbrancee complying with the provisions of clause 3(e).

4. CONDITION PRECEDENT TO TRANSFER OF THE LAND

4.1 Transfer of Land

Without in any way limiting clause 5.7, the Owner shall not transfer the Land or any part of it to any person ("Transferee") including by a will or under any intestacy law or (if the Owner is a body corporate) as part of a winding up unless:

- (a) the Owner notifies the Encumbrancee at least 28 days before the transfer and provides the necessary details of the Transferee for the purpose of completing the matters in clause 4.1(c) and pays the cost of attending to the matters in clause 4.1(c) plus any registration fees and stamp duty;
- (b) the Owner remedies all breaches or defaults and pays all monies payable under this Encumbrance (if any) by the Owner under this Encumbrance prior to the transfer;
- (c) the Owner procures at its cost in all things the execution, stamping and registration of a Memorandum of Encumbrance from the Transferee in favour of the Encumbrancee upon the same terms as this Encumbrance, such instrument to be:
 - (i) prepared by the Encumbrancee or its solicitors or conveyancer;
 - (ii) executed by the Transferee's solicitor or conveyancer prior to the transfer;
 - (iii) stamped (if so required) prior to the transfer; and
 - (iv) lodged for registration by the Encumbrancee or its solicitors or conveyancer so that it is registered immediately following the Memorandum of Transfer to the Transferee and in priority to all other instruments,

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrance as contemplated above.

4.2 Encumbrance binds successors in title

Notwithstanding clause 4.1 and without prejudice to the provisions of that clause each:

- (a) person claiming an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the Real Property Act be deemed to have covenanted with the Encumbrancee to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed;
- (b) person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof shall by virtue of becoming registered as such be deemed to have covenanted with the Encumbrancee that such person will not:
 - (i) exercise a power of sale without obtaining from the proposed transferee and delivering to the Encumbrancee a like covenant as is mentioned in clause 4.1; and

- (ii) exercise a power of foreclosure (in the case of a mortgage) without executing and delivering to the Encumbrancee a covenant by such person to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed.

5. RESTRAINT

5.1 Benefit of Encumbrance

The Owner covenants with the Encumbrancee and with all other persons claiming under the Encumbrance as purchasers of any land in the Development Zone as follows to the intent:

- (a) that the covenants in this instrument will run with and bind the Land; and
- (b) that the benefit of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.

5.2 Use of Land

The Owner shall not use or permit the Land to be used for any purpose other than for private residential purposes or home based business activities with the exception of approval being obtained from and given by the Encumbrancee.

5.3 No subdivision

The Land shall not be subdivided.

5.4 One main dwelling

- (a) The Owner shall not erect upon the Land more than one (1) residential dwelling without the prior written approval of the Encumbrancee.
- (b) Any improvements on the Land in the nature of pergolas or similar covered areas, rainwater tanks, sheds, garages or similar domestic improvements shall not be deemed as being restricted pursuant to clause 5.4(a).

5.5 Development in accordance with Tonsley Residential Precinct Masterplan

- (a) No dwelling or any other building, improvement or structure shall be erected, altered or added to or made in or over the Land or any part thereof unless such erection, alteration or addition:
 - (i) complies with the Tonsley Residential Precinct Masterplan and the relevant planning authority to the satisfaction of the Encumbrancee; and
 - (ii) has received the prior written approval of the Encumbrancee or its agent.
- (b) In order to provide its written approval pursuant to clause 5.5(a)(ii), the Encumbrancee may require the Owner to submit a development proposal for the Land.
- (c) The Encumbrancee may require such development proposal to be provided in any form it reasonably requires in order to properly consider whether it will grant approval.
- (d) The Encumbrancee may not unreasonably delay considering the Owner's development proposal.
- (e) The Encumbrancee shall not act unreasonably in refusing any approval or imposing any condition of approval under clause 5.5(a)(ii) but a refusal or a condition cannot be deemed unreasonable if the development proposal submitted is contrary to any provision in the Tonsley Residential Precinct Masterplan.
- (f) Any approval of the Encumbrancee obtained pursuant to clause 5.5(a)(ii) of this Encumbrance shall, unless extended by the Encumbrancee, lapse upon the expiration of a period of twenty-four (24) months commencing on the date of the approval in writing if the works to which the approval relates are not in the opinion of the Encumbrancee substantially commenced within that period.

5.6 Time frame for construction

The Owner shall not allow development of the Land to be delayed such that the construction of a residential dwelling which complies with clause 5.5(a) is not:

- (a) substantially commenced (as evidenced by the completion of all site works and the laying of the concrete slab and footings) within three (3) calendar months from the date the Owner is provided access to the Land

for construction by the Encumbrancee (or such further time as the Encumbrancee may agree with the Owner); or

- (b) completed within twelve (12) months from when construction of such residential dwelling is first commenced (or such further time as the Encumbrancee may agree with Owner),
- (c) except to the extent that the delay is caused by an act or omission of the Encumbrancee.

5.7 Transfer of Land prior to completion of a dwelling

Except with the written consent of the Encumbrancee, the Owner shall not:

- (a) advertise the Land as being for sale;
- (b) hold an open inspection on the Land for the purpose of allowing prospective purchasers or persons who may be interested in purchasing the Land onto the Land;
- (c) consider or take offers from persons to purchase the Land;
- (d) offer to sell the Land to any person;
- (e) transfer, dispose of, assign or create or declare a trust in respect of its interest in the fee simple in the Land,
- (f) until a residential dwelling which:
- (g) complies with the Tonsley Residential Precinct Masterplan to the satisfaction of the Encumbrancee; and
- (h) has received the prior written approval of the Encumbrancee pursuant to clause 5.5(a)(ii),
- (i) has been completed on the Land.

5.8 Temporary dwellings

The Owner shall not allow upon the Land:

- (a) any transportable dwelling house; or
- (b) any caravan or other temporary dwelling,

unless first approved in writing by the Encumbrancee.

5.9 Maintenance and repair

The Owner shall not allow any dwelling, building, improvement or structure on the Land to become in a state of disrepair, worn out, decadent or unattractive having regard to the general standard of other dwellings, buildings, improvements and structures on allotments in the Development Zone.

5.10 Landscaping

The Owner shall not allow:

- (a) any part of the Land:
 - (i) which has not been improved; and
 - (ii) which is within public view (including the area between the front building line of any dwelling erected upon the Land and the boundary of the Land),to remain without landscaping for a period expiring on the date specified in clause 5.6(b);
- (b) any landscaping to occur on the Land which:
 - (i) does not comply with the Tonsley Residential Precinct Masterplan; or
 - (ii) is generally inconsistent with the general standard of landscaping of allotments and public verges in the Development Zone; or
- (c) landscaping on the Land to become outdated, unattractive or in a state of disrepair;
- (d) any noxious or unlawful plant, tree or shrub to grow on the Land; or
- (e) any garden areas or plantings on the Land to die or become overgrown or untidy.

5.11 Parking of vehicles

The Owner shall not cause or allow:

- (a) parking of motor vehicles on any part of the Land other than the driveway on the Land;
- (b) the storage of boats, caravans and/or trailers forward of the front alignment of a dwelling on the Land;
- (c) commercial vehicles to be parked or left unattended on the Land or otherwise than in a position where the same are not visible from the road frontage to the Land. For the purposes of this provision "commercial vehicles" includes any vehicle between 1 and 3 tonne in weight intended or designed to carry goods, equipment or passengers in commercial quantities; or
- (d) any vehicle greater than 3 tonne in weight to be parked or left unattended on the Land.

5.12 Transfer of Land in certain circumstances

- (a) The Owner must at the written request of the Encumbrancee transfer to the Encumbrancee or its nominee an estate in fee simple in the Land subject only to this Encumbrance if any of the following events occur:
 - (i) the Owner breaches clause 5.3, 5.4, 5.5(a) or 5.7 and the Encumbrancee requests the transfer of the Land to the Encumbrancee within 6 months of when the Encumbrancee first becomes aware of the breach, provided that the Owner has not remedied the relevant breach prior to the date of the Developer's written request; or
 - (ii) the Owner breaches clause 5.2, 5.6, 5.8, 5.9, 5.10, 5.11 or 5.13 and fails to remedy such breach within the earlier of:
 - (A) a reasonable period of time (as specified by the Encumbrancee) to allow the Owner to remedy such breach; or
 - (B) one calendar month,after the date on which the Encumbrancee serves a written notice on the Owner requiring the breach to be remedied.
- (b) The terms and conditions upon which the Land will be transferred pursuant to clause 5.12(a) shall be those contained in the contract for sale and purchase of land recommended for use by the Law Society of South Australia at the time the Encumbrancee requests the transfer of an estate in fee simple in the Land except that:
 - (i) the GST inclusive purchase price shall be a sum equivalent to 100% of the consideration expressed in the Memorandum of Transfer of the Land from the Encumbrancee to the Owner and the Encumbrancee will be entitled to deduct from this amount any costs it incurs in discharging any mortgage, charge, lien or other interest over the Land;
 - (ii) no deposit shall be payable;
 - (iii) the date settlement is to be completed shall be 30 days after the date on which the Owner receives the Encumbrancee's written request pursuant to clause 5.12(a) or, if that date is not a business day, shall be the next business day; and
 - (iv) all costs associated with the transfer of the Land (including the Encumbrancee's legal costs) shall be borne by the Encumbrancee.

5.13 Right of access for Adjoining Owners

- (a) The Owner must not restrict the Encumbrancee and/or an Adjoining Owner including its employees, contractors and agents (together with any plant, equipment and machinery) from accessing the Land in order to complete construction of a dwelling or dwellings and any improvements on an Adjoining Owner's land provided that:
 - (i) the Encumbrancee and/or the Adjoining Owner (as the case may be) has made a written request to the Owner; and
 - (ii) if the Adjoining Owner wishes to have access pursuant to this clause 5.13, the Adjoining Owner:
 - (A) agrees to comply with the reasonable directions of the Owner and cause minimal disturbance to the Owner when accessing the Land; and
 - (B) provides a written undertaking in favour of the Owner to repair and make good (at the Adjoining Owner's sole cost) any damage caused to the Land during such construction provided that the Encumbrancee will be under no obligation whatsoever to enforce such undertaking on the

Owner's behalf and in this regard, the Owner hereby releases and indemnifies the Encumbrancee from any and all Loss suffered or incurred by the Owner.

- (b) For the avoidance of doubt, the right of access contemplated by this clause 5.13:
 - (i) will only apply to the initial construction of a dwelling or dwellings and any improvements on the Adjoining Owner's land (such that the Adjoining Owner's land is no longer vacant land) and will not extend to undertaking any renovations or maintenance of the same; and
 - (ii) will be temporary such that it will expire when access for construction is no longer required and includes (but is not limited to) accessing the roof of any dwelling on the Land in cases where such dwelling is positioned on a common boundary.

6. WAIVER

- (a) The Encumbrancee may from time to time in its absolute discretion lessen waive or release any of the covenants and other stipulations:
 - (i) contained or implied in this Encumbrance; and
 - (ii) expressed or implied in any Memorandum of Encumbrance or other instrument relating to any other land in the Development Zone (regardless of whether such Memorandum of Encumbrance or other instrument was entered into or imposed before, at the same time as or after the date of this Encumbrance).
- (b) No such lessening, waiver or release shall release the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

7. RELEASE OF OWNER UPON SALE

Once a dwelling which:

- (a) complies with the Tonsley Residential Precinct Masterplan to the satisfaction of the Encumbrancee; and
- (b) has received the prior written approval of the Encumbrancee in accordance with clause 5.5(a)(ii),
- (c) has been completed on the Land;
- (d) the rent charge and covenants contained in this Encumbrance will be binding only upon the registered proprietor for the time being of the Land;
- (e) subject to clause 7(f), each successive registered proprietor of the Land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the Land to another person; and
- (f) despite a transfer as referred to in clause 7(e), the rights of the Encumbrancee will be preserved against any former registered proprietor of the Land in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

8. SUNSET CLAUSE

This Encumbrance will expire upon the earlier of the following:

- (a) completion of construction of a dwelling on the last undeveloped residential allotment within the Development Zone to the satisfaction of the Encumbrancee; or
- (b) 31 December 2030.

9. TIME OF ESSENCE

Time is of the essence insofar as it relates to covenants obligations or agreements of the Owner.

10. ILLEGALITY

- (a) If any provision (or part of a provision) of this Encumbrance is or becomes illegal or invalid then:
 - (i) such illegality or invalidity shall not affect any other provision of this Encumbrance or any other part of such provision which is not invalid; and
 - (ii) such provision or part thereof shall be severed from this Encumbrance.
- (b) To the extent that the exercise of any right power privilege or remedy conferred on the Encumbrancee is

only capable of being exercised upon compliance with the provisions of any statute affecting the same then such right power privilege or remedy may only be exercised only after due compliance with any such provision and this Encumbrance shall be read and construed accordingly.

- (c) No provision of this Encumbrance shall be construed so as to negative or limit in any respect any power conferred on the Encumbrancee by any statutory enactment whether in force at the date of this Encumbrance or not.

11. ENCUMBRANCEE'S CONSENT

Where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance:

- (a) such consent approval or agreement may be given or refused in the absolute discretion of the Encumbrancee (unless it is otherwise stated in this Encumbrance);
- (b) the Encumbrancee may attach such conditions to any such consent approval or agreement as it deems fit;
- (c) no such consent approval or agreement shall be deemed to have been given unless it is provided in writing by or on behalf of the Encumbrancee; and
- (d) can be given by the Encumbrancee or an agent of the Encumbrancee.

12. COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT

The Owner shall pay to the Encumbrancee upon demand all costs, expenses, charges and outgoings whatsoever (including legal costs) which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

- (a) the preparation and engrossment of this Encumbrance and all of the costs associated with the stamping and registration of this Encumbrance and any discharge thereof (including all stamp duty registration fees);
- (b) any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance; and
- (c) the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or discretions of the Encumbrancee under and by virtue of this Encumbrance or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity.

13. NOTICE

- (a) Any notice, request or demand under this Encumbrance must be:
 - (i) in writing; and
 - (ii) signed by the Encumbrancee, an authorised officer of the Encumbrancee or the Encumbrancee's Solicitors or legal representatives.
- (b) Any notice, request or demand may be served upon the Owner either:
 - (i) personally;
 - (ii) by facsimile;
 - (iii) by email;
 - (iv) by being left for the Owner on the Land;
 - (v) by being affixed to some part of the Land; or
 - (vi) by being sent by registered post to the Owner at the last known place of business or abode.
 - (vii) Any notice, request or demand will be deemed to have been received:
 - (viii) in the case of personal delivery, immediately;
 - (ix) in the case of delivery by facsimile, upon the sender receiving a facsimile transmission report confirming all pages of the facsimile were transmitted without error;
 - (x) in the case of delivery by email, when the sender's email system confirms the time of sending of the email (unless the sender receives a delivery failure notification indicating the email has not been delivered to the addressee);
 - (xi) in the case of the notice, request or demand being left for the Owner on the Land or affixed to

some part of the Land, on the next business day;

- (xii) in the case of the notice, request or demand being sent by registered post, on the next business day,

irrespective of whether the notice, request or demand comes to the hands or knowledge of the Owner.

- (c) The provisions of this clause 13 are in addition to any other ways allowed by law in which the Encumbrancee may be entitled to give the Owner any notice, request or demand in relation to this Encumbrance.

14. MORTGAGEE'S RIGHTS AND OBLIGATIONS

- (a) **Exercise of Power of Sale**

If the Owner is in default under the terms of any mortgage granted over the Land and registered under the Real Property Act 1886 (SA), nothing in this Encumbrance is to be construed as in any way affecting the rights of the mortgagee to exercise its power of sale contained in that mortgage.

- (b) **Transfer by Mortgagee Subject to Encumbrance**

Any mortgagee who exercises its power of sale must not sell, transfer or otherwise dispose of the Land except subject to this Encumbrance and procuring a replacement encumbrance from the incoming purchaser or transferee to the Encumbrancee, which is to be on the same terms as this Encumbrance, which replacement encumbrance must be registered on the Title for the Land immediately after the transfer of the Land to the incoming purchaser or transferee, and before any other interest in the land is created or registered.

- (c) **Mortgagee's rights otherwise preserved**

Apart from clauses 14(a) and (b) nothing in this Encumbrance shall be construed as in any way affecting the rights of a mortgagee of the Land to exercise the power of sale contained in the mortgage.

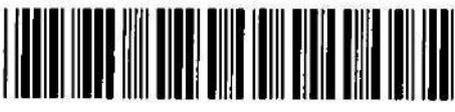
LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

APPLICATION

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. **OA 13459469**



11:30 04-Feb-2021
4 of 4

PRIORITY NOTICE ID	
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STAMP DUTY DOCUMENT ID:	1
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SERIES NO	PREFIX
4	

AGENT CODE

LODGED BY: CROWN SOLICITOR'S OFFICE CSOL 22

CORRECTION TO: CROWN SOLICITOR'S OFFICE CSOL 22

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

**CROWN INSTRUMENT
NO FEES OR STAMP DUTY
PAYABLE** *CS*

CORRECTION	PASSED
REGISTERED	  REGISTRAR-GENERAL 09 FEB 2021

pro

APPLICATION TO REGISTER NOTATION OF SITE CONTAMINATION AUDIT REPORT

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

LAND DESCRIPTION

Allotment comprising Pieces 600 and 604 in Deposited Plan 123306 being portion of the land comprised in Certificate of Title Volume 6250 Folio 154

ESTATE & INTEREST

Estate in fee simple

APPLICANT (Full name and address)

ENVIRONMENT PROTECTION AUTHORITY of GPO Box 2607 Adelaide SA 5001 ("the Authority")

Handwritten: 17 Feb 2021

SPECIFY NATURE OF APPLICATION

The applicant applies pursuant to Subsection 103P (2) of the Environment Protection Act 1993 ("the Act") to record a notation upon the Certificate of Title for the land above described that a Site Contamination Audit Report has been prepared in respect of the land and is to be found in the register kept by the Authority under section 109 of the Act.

(Report 61286-001A) ...

DATED 2nd of February 2021

CERTIFICATION **Delete the inapplicable*

Applicant

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

Signed By:



HESTER ELIZABETH DAALDER
Executive Solicitor
Crown Solicitor's Office

for: CROWN SOLICITOR'S OFFICE

on behalf of the Applicant

AG 14304579

Lodged: 25 June 2024 02:16:02 PM
2 OF 2

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 03 July 2024 11:50:05 AM

Form A3 (v4.0)
Version 40.5



APPLICATION TO REGISTER / NOTE AGREEMENT PURSUANT TO SECTIONS 192(1) AND 192(12) OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

Responsible Subscriber: PROSPECT CONVEYANCING (EL - PEXA) (E100332)
Customer Reference: KJ 230508 - Lot 4004

ELN Lodgement Case ID: 1131670180
ELN Workspace ID: 11391572

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

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6285 FOLIO 953

ESTATE & INTEREST

FEE SIMPLE

APPLICANT (Full name and address)

THE CORPORATION OF THE CITY OF MARION OF 245 STURT RD STURT SA 5047

SPECIFY NATURE OF APPLICATION

THE APPLICANT(S) APPLIES TO HAVE THE ATTACHED AGREEMENT REGISTERED / NOTED ON THE LAND DESCRIBED.

DATED 25 JUNE 2024

CERTIFICATION

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

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

The Certifier has retained the evidence supporting this Registry Instrument or Document.

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

Victoria Shute

Practitioner Certifier

For: KELLEDEY JONES PTY LTD

On behalf of: THE CORPORATION OF THE CITY OF MARION

This is a representation of an instrument that was electronically lodged

Kelley Jones

Land Management Agreement

Peet Tonsley Apartments Pty. Ltd.

The Corporation of the City of Marion

THIS AGREEMENT is made the 29th day of June

2024
2022

BETWEEN

PEET TONSLEY APARTMENTS PTY. LTD. ACN 621 955 226 of Level 7 200 St Georges Terrace Perth WA 6000 (the **Owner**)

AND

THE CORPORATION OF THE CITY OF MARION of 245 Sturt Road, Sturt SA 5047 (the **Council**)

BACKGROUND

- A. The Owner has entered into a contract of sale with Urban Renewal Authority (Renewal SA) for the whole of the land comprised in Certificate of Title Register Book Volume 6285 Folio 953 known as 9 Vertex Lane, Tonsley SA 5042 otherwise known as Allotment 4004 Deposited Plan 132295 in the Area named Tonsley Hundred of Adelaide (the **Land**).
- B. The Land forms part of a larger development called "*Tonsley Village*" developed by Peet Tonsley Pty Ltd (the **Developer**). The Owner and the Developer are related corporate entities.
- C. The Owner has sought Development Approval under the Act to construct a multi-storey apartment building comprising of 14 dwellings on the Land (the **Development**).
- D. Once complete, the dwellings comprising the Development will be offered for sale to the general public.
- E. The apartments numbered 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303, and 304, as delineated in the building plans for the Development (**Annexure C**) will include an Encroachment (the **Apartments**). The Owner recognises that the Encroachment encroaches over a public road which is under the care, control and management of the Council.
- F. The Council and the Owner recognise the importance of ensuring the safety of the public and occupiers of the Development as a whole and the need to ensure that the Encroachment affecting the Apartments is regulated by the terms of this Agreement.
- G. The Council and the Owner recognise the importance of ensuring that future owners of the Apartments are aware of their rights and responsibilities concerning the Encroachment.
- H. The Council and the Owner recognise that the design, construction and maintenance of Encroachments is important and that the Encroachment must be located, constructed, used and maintained in a manner which is acceptable to the Council.

1. The parties have entered into this Agreement as a Land Management Agreement pursuant to section 192(1) of the Act to agree matters relating to the development and management of the Land, on the terms and conditions which follow.

DEFINITIONS AND INTERPRETATION

1. The parties acknowledge that the matters set out in the Background to this Agreement are true and accurate and agree that they form part of the terms of this Agreement.
2. In this Agreement:
 - 2.1 **Act** means the *Planning, Development and Infrastructure Act 2016 (SA)* and includes any successor legislation that may be in force at the relevant time.
 - 2.2 **Agreement** means this Agreement as executed by the parties.
 - 2.3 **Apartments** has the meaning given to the term in Background E.
 - 2.4 **Authorisation** means the authorisation granted by the Council to the Owner pursuant to section 221 of the LG Act in clause 21 and includes any renewals or further authorisations granted by the Council for any Encroachment into the future under the LG Act.
 - 2.5 **Allowable Encroachment Envelope** means the space defined in Annexure A.
 - 2.6 **Building and Building Work** has the same meanings as in the Act.
 - 2.7 **Developer** has the meaning given to that term in Background B.
 - 2.8 **Development** has the meaning given to that term in Background C.
 - 2.9 **Development Approval** means any development approval granted for the Land that includes an Encroachment.
 - 2.10 **Encroaching Property** means each Encroachment within the Allowable Encroachment Envelope within the Land and, for the avoidance of doubt, where the Land includes land which is divided pursuant to the *Community Titles Act 1996* and the common property of that community corporation includes one or more such Encroachments, the community corporation shall be deemed to own the number of Encroaching Properties which is equal to the number of such Encroachments.
 - 2.11 **Encroachment** means any building, structure or object or portion thereof erected on or connected to the Land that encroaches onto a public road.
 - 2.12 **Encroachment Fee** means \$85.00 plus GST per annum to be adjusted annually on each anniversary of the date of this Agreement in proportion to the variation in the Adelaide All Groups Consumer Price Index (which the March index number being used as the base number and rounded up to the nearest dollar effective from date of review).
 - 2.13 **Encroachment Requirements** means construction within the Allowable Encroachment Envelope and otherwise in accordance with all relevant Australian Standards, the Building Code of Australia as it applies to the Land, and any good

industry practice which would apply to the construction of the Encroachment, in all cases to the reasonable satisfaction of the Council.

- 2.14 **Land** means the whole or any part of the land comprised in Certificate of Title Register Book Volume 6285 Folio 953 known as 9 Vertex Lane, Tonsley SA 5042 otherwise known as Allotment 4004 Deposited Plan 132295 in the Area named Tonsley Hundred of Adelaide and includes any land further divided from the Land in future.
- 2.15 **LG Act** means the *Local Government Act 1999* (SA) and includes any successor legislation that may be in force at the relevant time.
- 2.16 **Natural Ground Level** means the natural ground level of the Land prior to any excavation or filling undertaken in the course of the Development.
- 2.17 **Notice** means a notice, demand, consent, approval or communication issued under this Agreement.
- 2.18 **Owner** means the person(s) who has executed this Agreement with the Council and any person who is, or is entitled to become, the registered proprietor of an estate in fee simple of the Land, or any part of the Land, and includes a successor in title to an estate in fee simple to the Land.
- 2.19 **Public Road** has the same meaning as in the LG Act. For the sake of clarity, this definition includes footpaths, verges, and other areas not trafficable by motor vehicles.
- 2.20 **Regulations** means the *Planning, Development and Infrastructure (General) Regulations 2017* and includes any successor regulations that may be in force at the time.
- 2.21 **Rules** means the rules contained within Annexure B
3. In this Agreement unless the context otherwise requires:
- 3.1 a term, other than a term defined in the Background or in Clause 2, has the same meaning as in a provision of the Act or the Regulations as in force at the date of this Agreement. A term which is defined in the Background or in Clause 2 has the meaning there defined;
- 3.2 headings do not affect interpretation;
- 3.3 the term "person" includes a corporate body, partnership, association, government body or other entity;
- 3.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 3.5 singular includes plural and plural includes singular;

- 3.6 where two or more persons are bound by this Agreement to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and also severally; and
- 3.7 a reference to any statute or subordinate legislation includes all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to.
4. The requirements of this Agreement are to be construed as additional to any requirements upon either party in relation to the Land under the Act or any other legislation.
5. In the consideration of any further development application(s) for the Land under the Act, the provisions of this Agreement are to be afforded significant weight such that any proposed development which is contrary to this Agreement should be refused.

OWNER'S GENERAL UNDERTAKINGS AND OBLIGATIONS

6. The Owner is liable to the Council for any wilfully negligent act or omission on the part of an officer, employee, contractor, agent, invitee, lessee or licensee of the Owner which, if done or not done by the Owner would constitute a breach of this Agreement.
7. Where a person ceases to be the Owner, such person ceases to be a party to this Agreement, but without prejudice to rights or obligations already accrued.
8. The Owner acknowledges the operation of section 221(5) of the LG Act and, to the extent necessary, the Owner indemnifies the Council in respect of any injury, loss or damage arising from an Encroachment to which section 221(5) of the LG Act does not apply.

CONSTRUCTION OF ENCROACHMENTS

9. The Owner acknowledges and agrees that they must not cause, suffer or permit any building or portion thereof to encroach onto a public road other than that approved in the Development Approval.
10. Without limiting clause 9, the Owner acknowledges and agrees that any Encroachment onto public road from the Land must be constructed in accordance with the Encroachment Requirements.
11. The Owner acknowledges and agrees that the requirements of clauses 9 and 10 above are in addition to any provisions of the Planning and Design Code or any planning assessment criteria which may apply to the Land and that these requirements will be given significant weight in the assessment of any development application made in respect of the Land.

MAINTENANCE OF ENCROACHMENTS

12. Any Encroachment remains the property of the Owner.
13. Upon commencing any building work for the construction of any building or portion thereof that will encroach onto a public road, the Owner must take out and thereafter maintain whilst this Agreement remains in force home building insurance covering any Encroachment against damage by fire, storm, tempest, earthquake, flood, explosion,

- lightning, malicious damage, and also insuring against any damage to any plate glass on the Land (and such other risks as the Council may reasonably require) for full reinstatement value.
14. The Owner must provide the Council, with a copy of the certificate of currency for the insurance policies required by clause 13, provided that, should such a request be satisfied in a timely fashion to the satisfaction of the Council, the Council may not request such evidence more than once in respect of any year.
 15. At all times the Owner must maintain any Encroachment:
 - 15.1 to the Council's reasonable satisfaction; and
 - 15.2 in accordance with any and all applicable requirements of the Building Code of Australia and the Act.
 16. Upon becoming aware of any defect or safety concern in relation to an Encroachment, the Owner must immediately:
 - 16.1 notify the Council of the nature of the defect or safety concern; and
 - 16.2 undertake any required remediation works to the reasonable satisfaction of the Council.
 17. If the Owner does not comply with clause 16.2 within 28 days of becoming aware of the matter which is the subject of clause 16, the Council may, but is not required to, by written notice undertake any required remediation work, at the cost of the Owner, with such costs to be paid by the Owner within 7 days of the Council providing the Owner with evidence of such costs being incurred.
 18. Costs incurred and not paid in accordance with clause 17 will be a debt due from the Owner to the Council.

RULES

19. At all times the Owner, its occupants and invitees must comply in all respects with the Rules.
20. Under this Agreement, the Owner is held responsible for any breach of the Rules which occurs during the life of this Agreement.

AUTHORISATION UNDER LG ACT

21. For the purposes of section 221 of the LG Act, and subject to the Owner complying with the Encroachment Conditions, the Council authorises the Owner to alter public road adjacent to the Land to create an Encroachment (the **Authorisation**). For the avoidance of doubt, the Authorisation does not extend to any maintenance, repairs or other works on or for the Encroachment including, but not limited to the use of cranes, ladders, platforms, scaffolding, the placement of cables or any other items on the public road. These activities require authorisation under Section 221 of the LG Act, for which the Owner must apply for a further authorisation.

22. The Authorisation granted in clause 21 shall be for a term of 42 years from the date on which the Owner commences construction of the Encroachment. Provided that the Owner has complied with the terms of this Agreement and that there are no outstanding breaches, whether or not such breach is known to the Council at the time, upon the expiry of the Authorisation the Owner shall be entitled to request a renewal of the Authorisation on the same terms and conditions of this Agreement for an additional term of 42 years.
23. In considering a request for renewal pursuant to clause 22, and any term which it fixes for such a renewal if so granted, the Council will take into account the Owner's compliance or otherwise with this Agreement and the nature of the Encroachment which requires the granting of the Authorisation.
24. In consideration of the Council granting the Authorisation, the Owner must pay the Encroachment Fee annually for each Encroaching Property, payable on 1 July each year.
25. If the Owner breaches a term of this Agreement, the Council may, by Notice served on the Owner specifying the nature of the breach, require the Owner to remedy the breach within such time as is specified in the Notice, but which time must not be less than thirty (30) days. If the Owner fails to comply with the Notice, the Council (or its servants or agents) may:
 - 25.1 remedy the breach and recover the Council's costs of doing so from the Owner; or
 - 25.2 terminate the Authorisation.
26. Upon the expiry or termination of the Authorisation the Owner must, if it does not obtain a renewal of the Authorisation or a fresh authorisation within 2 months of the expiry or termination of the Authorisation:
 - 26.1 cease using any portion of a dwelling or structure on the Land that constitutes an Encroachment; and
 - 26.2 remove any Encroachment protruding from the Land.

COUNCIL'S POWERS AND OBLIGATIONS

27. The Council, including any employee or agent of the Council authorised by the Council, may at any reasonable time after giving at least two (2) business days written notice to the Owner enter the Land for the purpose of:
 - 27.1 inspecting the Land and any building or structure on the Land; or
 - 27.2 exercising any other powers of the Council under this Agreement, or pursuant to any other law.
28. If the Owner is in breach of this Agreement, the Council may, (without limiting any other remedy available to the Council, including under Part 18 of the Act), by Notice served on the Owner specifying the nature of the breach, require the Owner to remedy the breach within such time as is specified in the Notice, but which time must not be less than thirty (30) days. If the Owner fails to comply with the Notice, the Council (or its servants or agents) may enter the Land and cause the works or requirements specified in the Notice to be carried out and may recover its costs of doing so against the Owner.

29. Without providing a Notice to the Owner, the Council may apply to the Registrar-General to note this Agreement against the Certificate of Title of the Land.
30. In the event of a breach or threatened breach of the Agreement by the Owner, the Council may (without limiting any other remedy available to the Council, including under Part 18 of the Act), obtain an injunction restraining the Owner from committing a breach of the Agreement without proving any actual damage has or will be sustained by the Council. The parties agree that a breach of this Agreement by the Owner may cause injury for which damages may not be an adequate remedy to the Council.

OPERATION AND APPLICATION OF THE AGREEMENT

31. Upon execution, this Agreement is effective as a deed.
32. The parties intend that this Agreement will be effective as a Land Management Agreement pursuant to section 192(1) of the Act upon being registered under the *Real Property Act 1886* as a note against the instrument of title to the Land.
33. This Agreement is the whole agreement between the parties in relation to the matters contained within it. This Agreement may only be varied by a supplementary agreement executed by the Council and the Owner.
34. Nothing in this Agreement shall be construed as the Council granting consent, approval or in any way agreeing to the Development Application or any current or future development of the Land.

NOTING OF THIS AGREEMENT

35. Each party shall do and execute all such acts, documents and things necessary so that as soon as practicable following the execution of this Agreement by all parties, the Agreement is noted against the Certificate of Title for the Land pursuant to the provisions of Section 192 of the Act.
36. The Owner must obtain all appropriate consents (including from all holders of registered interests, rights or endorsements on the relevant certificates of title pertaining to the Land) and also pay any consent fees, stamp duty and registration costs on this Agreement.

WAIVER

37. The Council or its delegate may, conditionally or unconditionally, waive compliance by the Owner with the whole or any part of the Owner's past or future obligations under this Agreement.
38. To be effective, a waiver must be in writing and signed by the Council or its delegate.
39. The failure, delay, relaxation or indulgence by a party in exercising a power or right under this Agreement is not a waiver of that power or right.
40. An exercise of a power or right under this Agreement does not preclude a further exercise of it or the exercise of another right or power.

SEVERANCE

41. Where a clause or part of a clause in this Agreement would, but for this clause, be unenforceable:
- 41.1 the clause or part of the clause shall be read down to the extent necessary to avoid that result; or
- 41.2 where the clause or part of the clause cannot be read down, it may be severed from this Agreement and the remainder of the clause or of the Agreement shall continue in force, unless this would result in a material change to the intended effect of the Agreement.

GOVERNING LAW

42. This Agreement is governed by the law in South Australia.

NOTICES

43. A Notice must be in writing, be signed by the party issuing the Notice, and be hand delivered or sent by pre-paid post to the recipient's address as stated in this Agreement, or as last notified.
44. A Notice is deemed to be received:
- 44.1 if hand delivered, on delivery; and
- 44.2 if sent by pre-paid post, two business days after posting.
45. If two or more people comprise a party, providing a Notice to one is effective as notice to all.

ABOUT THE COUNCIL

46. The Council may delegate any of its powers under this Agreement or pursuant to law.
47. The Council enters into this Agreement as a council acting under section 192(1) of the Act and not in any other capacity. This Agreement does not preclude or pre-empt the exercise by the Council of any other regulatory function of power.

COSTS

48. The Owner will pay its and the Council's costs of and incidental to the preparation, negotiation and execution of this Agreement. The Owner will pay the costs of and incidental to any documents prepared and executed pursuant to this Agreement and the costs of registering this Agreement, unless stated otherwise in this Agreement or those other documents.

COUNTERPARTS

49. This Agreement may be executed in any number of counterparts which together will constitute one instrument. A party may execute this Agreement by signing any counterpart.

Executed by:

The Council

Signed for THE CORPORATION OF THE CITY OF MARION by its authorised delegate pursuant to section 44 of the *Local Government Act 1999* and section 100 of the *Planning, Development and Infrastructure Act 2016* in the presence of:



Signature of witness

Dana Bartlett

Name of witness (print)

24/06/2024

Date



.....
Tony Harrison, Chief Executive Officer

24/06/2024

.....
Date

Executed by:

The Owner

Signed for PEET TONSLEY APARTMENTS PTY. LTD. ACN 621 955 226 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signed Under Power of Attorney for Peet Tonsley Apartments Pty Ltd PA14208558, dated 29 January, 2024



Signature of Director

Daniel Redden

Name of Director (print)



Signature of Company Secretary / Director

Mark Devine

Name of Company Secretary/Director (print)

05/06/2024

Date

ANNEXURE A**Allowable Encroachment Envelope**

The Allowable Encroachment Envelope is the lower height limited space bounded by:

1. the boundary between the Land and the adjacent public road;
2. the extensions of the boundaries of the Land with any adjacent allotments which are also adjacent to the public road;
3. a minimum distance of 600mm from the carriageway portion of the public road measured from the footpath side of the kerb; and
4. a height clearance of 2700mm minimum measured from finished footpath height.

ANNEXURE B**Rules**

1. The Owner must comply with these rules and must ensure that its invitees comply with these rules at all times when they are present on the Land.
2. In these rules, 'occupant' refers to any person present on the Land who must comply with these rules pursuant to rule 1
3. Each occupant must not:
 - 3.1 obstruct or permit the obstruction of any portion of the public road in connection with the use of an Encroachment;
 - 3.2 hang or suspend any item or object (including any item or object designed to be hung or suspended) from an Encroachment;
 - 3.3 throw or jettison any item or object (including a person) from an Encroachment;
 - 3.4 climb up or down with the purpose of gaining access to or from the Land through any doorway, entranceway or window constructed on an Encroachment;
 - 3.5 use an Encroachment for the storage of any waste, rubbish, fuels or combustible materials, laundry;
 - 3.6 conduct any offensive activity from an Encroachment;
 - 3.7 do anything that would cause any insurance policy required by this Agreement to become void or to be subject to an increased premium.

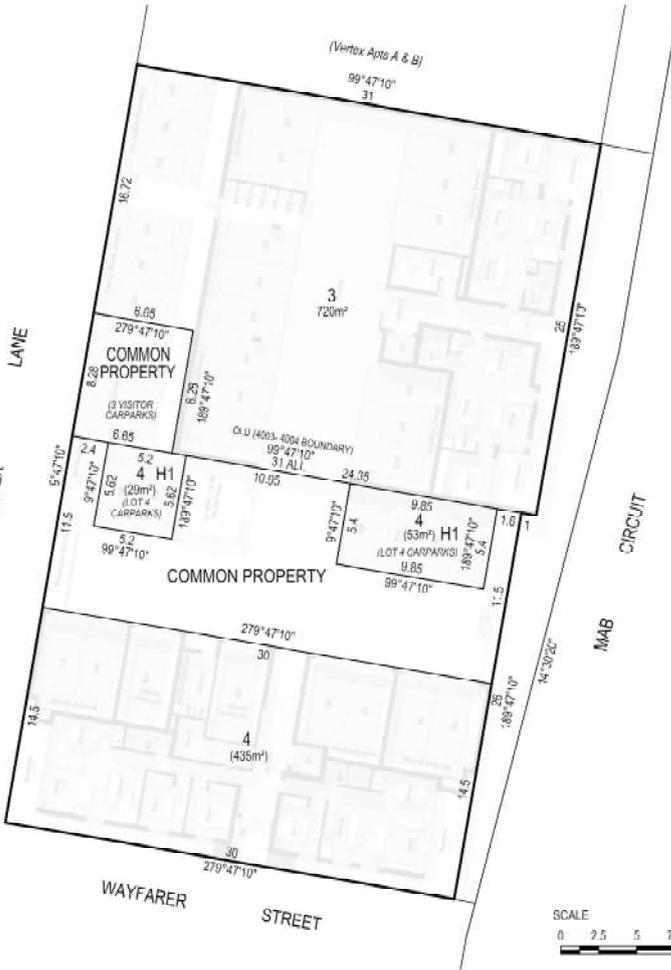
ANNEXURE C

Building Plans



SITE PLAN

CENTURA LANE



Development No.
City of Marion

**Proposed Plan of
Primary Community
Division**

Allotments 4003 & 4004 in
Dev no. ---/---/---
Hundred of Adelaide
in the area named
TONSLEY

PT CT 6281/405

PORTION OF LOT 4 MARKED H1 EXISTS TO AN
UPPER LIMIT OF 4.00 METRES ABOVE THE
EXISTING GROUND SURFACE.

LOT	AREA
3	720m ²
4	517m ²

PRIMARY

SCALE METRES
0 2.5 5 7.5 10 12.5

SHEET 1 OF 1

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KEN1 UWIN 5071
Tel (08) 8130 1666 A.B.N. 93 007 753 988
REFERENCE 20A2116_PCV54_CCM01(A)
JG 03/05/2023



SITE PLAN

CENTURA LANE

VERTEX LANE

VERTEX

(Vertex Apts A & B)

C (PRIMARY)

5.2
CARPARKS
5.82

9.85
CARPARKS
5.4

4 LEVEL BUILDING

MAB

CIRCUIT

WAYFARER STREET

Development No.
City of Marion
**Proposed Plan of
Secondary Community
Strata**
Lot 4 in
Primary Community Division Plan

Hundred of Adelaide
in the area named
TONSLEY

PT CT 6281/405

ENCROACHMENT OF BALCONIES/
COURT YARDS/ ROOF OCCUR OVER
VERTEX LANE & RESERVE 'A'

SUBJECT TO SURVEY
*This plan is preliminary and may be changed in
accordance with the terms of the contract.*

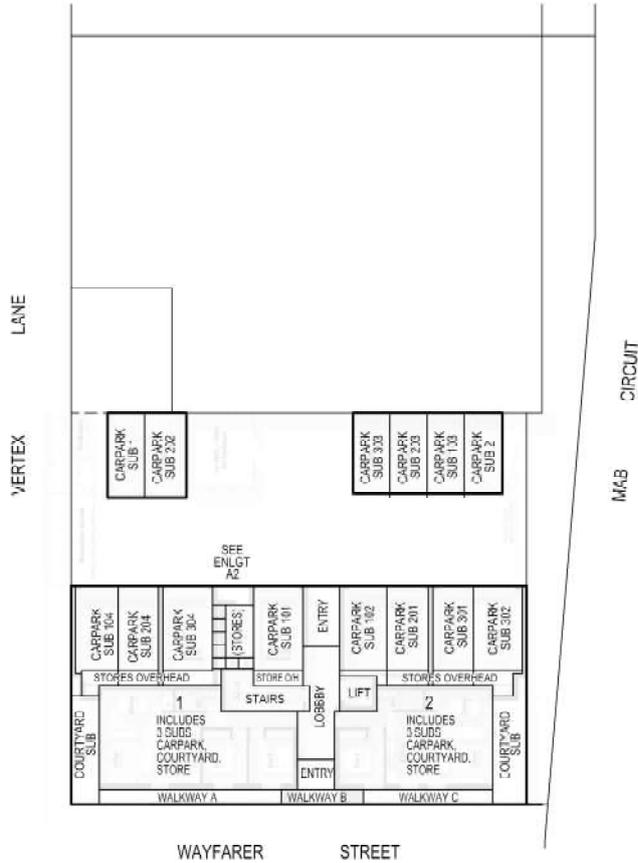
Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 K&N1 TOWN 5071
Tel (08) 8130 1666 A.B.N. 93 007 753 988
REFERENCE 3042115_P0134_COMM20(C) SECONDARY
JG 24/10/2023 D APARTMENTS



SHEET 1 OF 5

SECONDARY



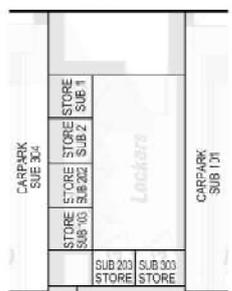
GROUND FLOOR PLAN

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL SLAB AND 3 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS STORE IS 3 METRES AND LOWER LIMIT 1.25 METRES ABOVE EXISTING FLOOR LEVEL SLAB.

ALL ANCILLARY PIPES, DUCTS AND FITTINGS ASSOCIATED WITH THE FUNCTION OF THE LOT SUBSIDIARY SHOWN AS AIRCONDITIONER SHALL FORM PART OF THE RESPECTIVE LOT SUBSIDIARY.

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS COURTYARD IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE COURTYARD UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.



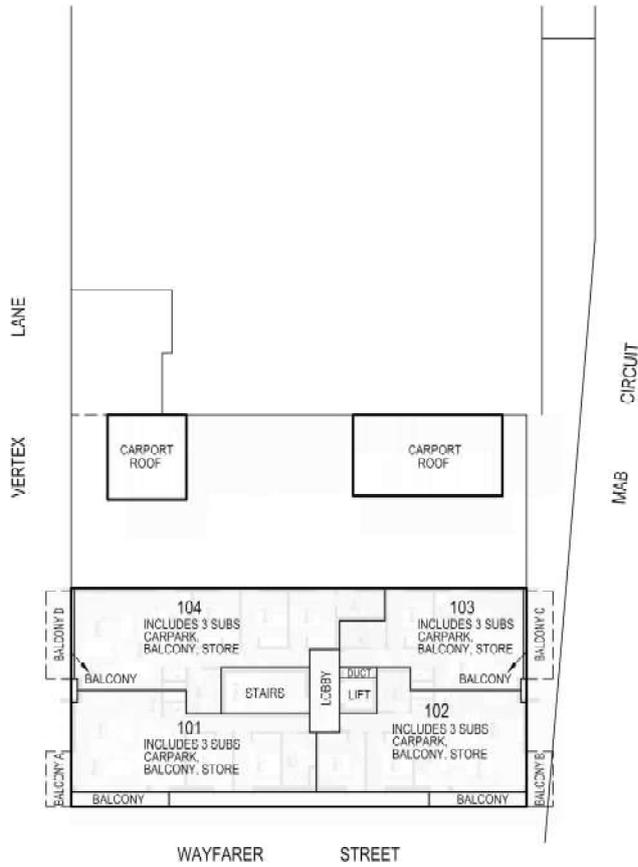
ENLARGEMENT A2
NOT TO SCALE



SHEET 2 OF 5

Alexander & Symonds Pty.Ltd.
 11 KING WILLIAM STREET, KENT TOWN
 P.O. BOX 1000 KENT TOWN 9071
 Tel (081) 8130 1866 A.B.N. 93 007 753 980
 REFERENCE: 202116_P0134_COM020(C) SECONDARY
 JG 24/10/2023 D APARTMENTS

SECONDARY



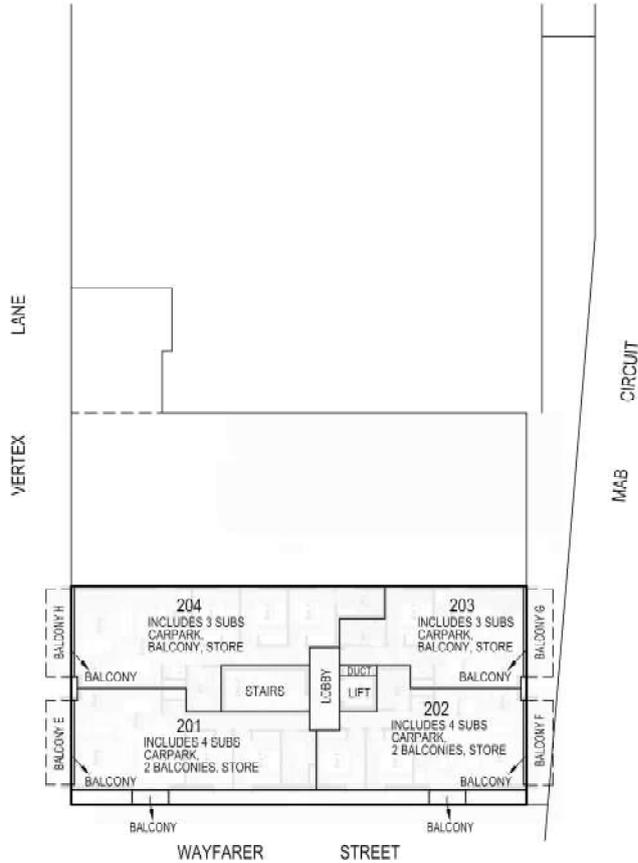
SECONDARY

FIRST FLOOR PLAN



SHEET 3 OF 5

Alexander & Symonds Pty.Ltd.	
11 KING WILLIAM STREET, KENT TOWN	
P.O. BOX 1000 KENT TOWN 4071	
Tel (081) 8130 1866	
REFERENCE 30A2116_P0134_COM020(C)	A.B.N. 93 007 753 988
JG 24/10/2023	SECONDARY
	D APARTMENTS



THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.

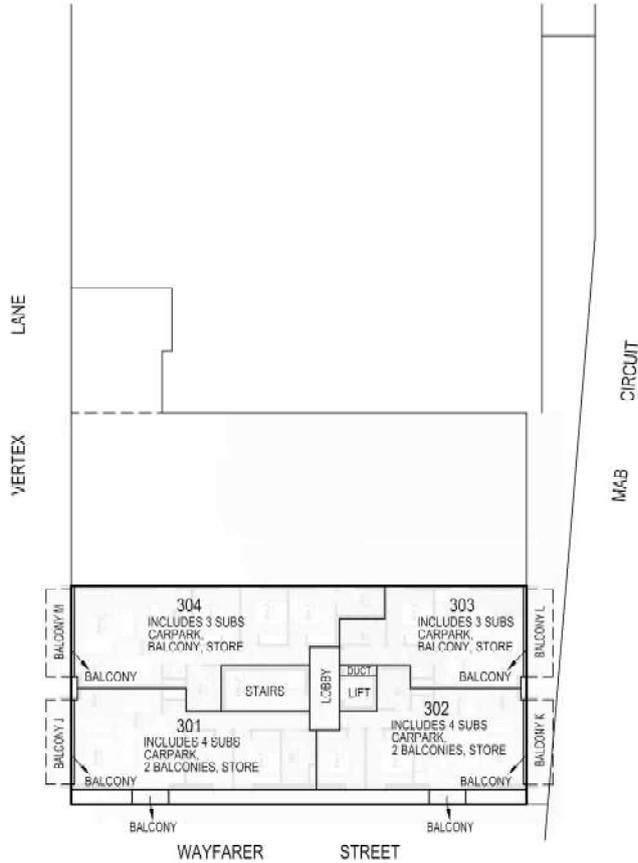
SECONDARY

SECOND FLOOR PLAN



SHEET 4 OF 5

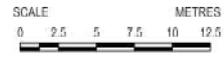
Alexander & Symonds Pty.Ltd.	
11 KING WILLIAM STREET, KENT TOWN	
P.O. BOX 1000 KENT TOWN 4071	
Tel (081) 8130 1866	
REFERENCE 30A2115_P0134_COM020(C)	A.B.N. 93 007 753 988
JG 24/10/2023	SECONDARY
	D APARTMENTS



THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.

SECONDARY

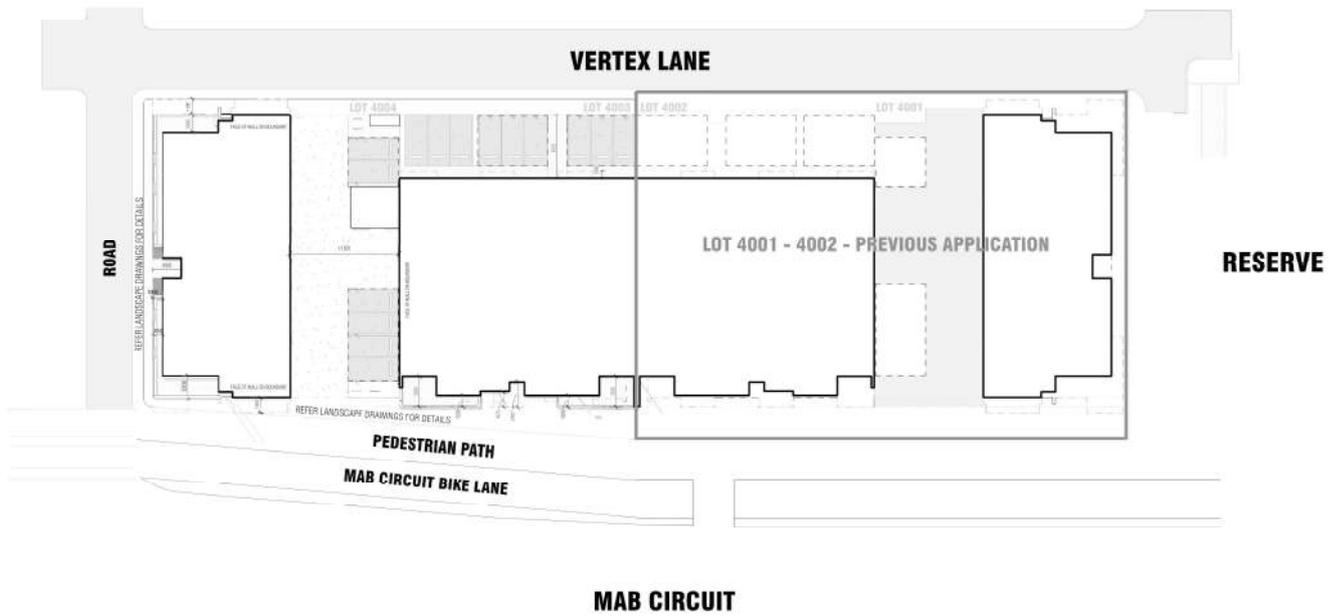
THIRD FLOOR PLAN



SHEET 5 OF 5

Alexander & Symonds Pty.Ltd.	
11 KING WILLIAM STREET, KENT TOWN	
P.O. BOX 1000 KENT TOWN 9071	
Tel (081) 8130 1866	
A.B.N. 93 007 753 980	
REFERENCE: 202115_P0134_COM020(C)	SECONDARY
JG 24/10/2023	D APARTMENTS

FOR PLANNING
APPROVAL



SITE PLAN
1:200 (A1)



Site Plan
Tonsley Vertex Apartments
Tonsley, Adelaide

© SWANBURY PENGLASE ARCHITECTS ACN 088 202 771 244 GILBERT ST ADELAIDE SA 5000 TEL (08) 8212 2019 FAX (08) 8212 2162 mail@swanburypenglase.com www.swanburypenglase.com

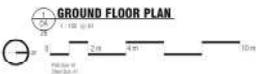
2023.09.28
21120 DA 20 C

**Swanbury
Penglase**



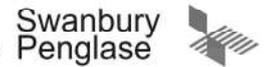
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FOR PLANNING
APPROVAL



Ground Floor Plan
Tonsley Vertex Apartments
Tonsley, Adelaide

2023.10.16
21120 DA 21 F



FOR PLANNING
APPROVAL

APARTMENT D.101
LOT 4004
2 BEDROOM
92.5sqm
(+11.3sqm)

APARTMENT D.104
LOT 4004
3 BEDROOM
110sqm
(+9.0sqm)

APARTMENT C.104
LOT 4003
2 BEDROOM
85sqm
(+8sqm)

APARTMENT C.105
LOT 4003
2 BEDROOM
75sqm
(+8sqm)

APARTMENT C.106
LOT 4003
2 BEDROOM
80sqm
(+8sqm)



APARTMENT D.102
LOT 4004
2 BEDROOM
88.5sqm
(+11.3sqm)

APARTMENT D.103
LOT 4004
1 BEDROOM
70.5sqm
(+9.0sqm)

APARTMENT C.103
LOT 4003
2 BEDROOM
83sqm
(+8sqm)

APARTMENT C.102
LOT 4003
1 BEDROOM
56sqm
(+8sqm)

APARTMENT C.101
LOT 4003
2 BEDROOM
83sqm
(+8sqm)

FIRST FLOOR PLAN



Level One Plan
Tonsley Vertex Apartments
Tonsley, Adelaide

2023.10.03
21120 DA 22 D **Swanbury Penglase**

FOR PLANNING APPROVAL

APARTMENT D.201
LOT 4004
 2 BEDROOM
 92.5sqm
 (+9.0sqm)
 (+2.4sqm)

APARTMENT D.204
LOT 4004
 3 BEDROOM
 110sqm
 (+9.0sqm)

APARTMENT C.204
LOT 4003
 2 BEDROOM
 88sqm
 (+8sqm)

APARTMENT C.205
LOT 4003
 2 BEDROOM
 75sqm
 (+8sqm)

APARTMENT C.206
LOT 4003
 2 BEDROOM
 88sqm
 (+8sqm)



APARTMENT D.202
LOT 4004
 2 BEDROOM
 88.5sqm
 (+8.0sqm)
 (+2.4sqm)

APARTMENT D.203
LOT 4004
 1 BEDROOM
 70.5sqm
 (+8.0sqm)

APARTMENT C.203
LOT 4003
 2 BEDROOM
 83 sqm
 (+8sqm)

APARTMENT C.202
LOT 4003
 1 BEDROOM
 58sqm
 (+8sqm)

APARTMENT C.201
LOT 4003
 2 BEDROOM
 88sqm
 (+8sqm)

SECOND FLOOR PLAN



Level Two Plan
Tonsley Vertex Apartments
 Tonsley, Adelaide

FOR PLANNING
APPROVAL

APARTMENT D.301
LOT 4004
2 BEDROOM
92.8sqm
(+9.0sqm)
(+2.4sqm)

APARTMENT D.304
LOT 4004
2 BEDROOM
90sqm
(+9.0sqm)

APARTMENT C.304
LOT 4003
2 BEDROOM
80sqm
(+8sqm)

APARTMENT C.305
LOT 4003
2 BEDROOM
75sqm
(+8sqm)

APARTMENT C.306
LOT 4003
2 BEDROOM
80sqm
(+8sqm)



APARTMENT D.302
LOT 4004
2 BEDROOM
88.5sqm
(+8.0sqm)
(+2.4sqm)

APARTMENT D.303
LOT 4004
1 BEDROOM
70.5sqm
(+0.0sqm)

APARTMENT C.303
LOT 4003
2 BEDROOM
83 sqm
(+8sqm)

APARTMENT C.302
LOT 4003
1 BEDROOM
50sqm
(+8sqm)

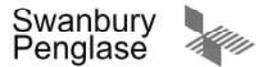
APARTMENT C.301
LOT 4003
2 BEDROOM
80sqm
(+8sqm)

THIRD FLOOR PLAN



Level Three Plan
Tonsley Vertex Apartments
Tonsley, Adelaide

2023.10.16
21120 DA 24 D



MARI0001_230508_009_LMA for Lot 4004 Apartment

Final Audit Report

2024-06-05

Created:	2024-06-05
By:	Daniel Redden (Daniel.Redden@peet.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAl6spsyyHlJPXIRhhUNCduVI6fkXWxTXa

"MARI0001_230508_009_LMA for Lot 4004 Apartment" History

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2024-06-05 - 1:21:23 AM GMT
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