

## FORM 1 - Vendor's Statement

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

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Preliminary

### To the purchaser:

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

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

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

### Instructions to the vendor for completing this statement:

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

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

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

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

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

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

### PART A – PARTIES AND LAND

#### 1 Purchaser:

Address:

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#### 2 Purchaser's registered agent:

Address:

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#### 3 Vendor:

Kerrie Ann Harcarik and Michael John Harcarik

Address:

13 Green Place, Aldinga SA 5173

#### 4 Vendor's registered agent:

Deeson Real Estate Pty Ltd T/A Magain Real Estate Turner

Address:

35 Old Coach Road, Aldinga, SA 5173

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

#### 6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at 13 Green Place, Aldinga SA 5173 and being whole of the land in Certificate of Title Volume 6190 Folio 576 and being whole of Allotment 7 on Deposited Plan 115687 in the Area named Aldinga in the Hundred of Willunga

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

To the purchaser:

### Right to cool-off (section 5)

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

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

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

#### 2 – Time for service

The cooling-off notice must be served –

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

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

#### 3 – Form of cooling-off notice

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

#### 4 – Methods of service

The cooling-off notice must be –

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

13 Green Place, Aldinga SA 5173

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

- (c) transmitted by fax or email to the following fax number or email address:  
jemma@magain.com.au

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

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

35 Old Coach Road, Aldinga, SA 5173

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

#### Note –

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

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

#### 5 – Effect of service

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase—

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

**PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS**

(section 7(1))

**To the purchaser:**

\*I / We,

Kerrie Ann Harcarik and Michael John Harcarik

of

13 Green Place, Aldinga SA 5173

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

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

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

**PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT**

(section 9)

**To the purchaser:**

I,

Jemma Turner and Jacqui Wehrmann

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

Exceptions:

NIL

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

\*Vendor's agent / Purchaser's agent

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

**SCHEDULE – DIVISION 1****PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

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

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

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

**TABLE OF PARTICULARS**

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
<b>1. General</b>		
1.1 Mortgage of land	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Certificate of Title Volume: 6190 Folio: 576</p> <p>Number of mortgage (if registered): 13142895</p> <p>Name of mortgagee: MORTGAGE TO NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)</p>	<input checked="" type="checkbox"/> YES
1.2 Easement (whether over the land or annexed to the land)	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Property Interest Report</p> <p>Description of land subject to easement: Refer to Property Interest Report for more information</p> <p>Nature of easement: Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)</p> <p>Are you aware of any encroachment on the easement? NO (If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given? (If YES, give details):</p>	<input checked="" type="checkbox"/> NO YES
1.3 Restrictive covenant  <b>[Note -</b> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Encumbrance 12753732</p> <p>Nature of restrictive covenant: Refer to Encumbrance 12753732 for more information</p> <p>Name of person in whose favour restrictive covenant operates: Refer to Encumbrance 12753732 for more information</p> <p>Does the restrictive covenant affect the whole of the land being acquired? YES (If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired? NO</p>	<input checked="" type="checkbox"/> NO YES

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc:</p> <p>From:</p> <p>To:</p> <p>Amount of rent or licence fee:</p> <p>per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify-</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<input type="checkbox"/> YES/NO YES/NO
<p><b>5. Development Act 1993 (repealed)</b></p> <p>5.1 section 42 - Condition (that continues to apply) of a development authorisation</p> <p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Council Search</p> <p>Condition(s) of authorisation:</p> <p>145/570/2017 - Single storey detached dwelling with garage and verandah</p> <p>145/1774/2020 - Verandah</p> <p>Refer to Council Search for more information</p>		
<p><b>6. Repealed Act conditions</b></p> <p>6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)</p> <p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p> <p><i>[Note -</i></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<p><b>7. Emergency Services Funding Act 1998</b></p> <p>7.1 section 16 - Notice to pay levy</p> <p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Certificate of Emergency Services Levy Payable</p> <p>Date of notice:</p> <p>16/01/2026</p> <p>Amount of levy payable:</p> <p>\$161.85 (PAID)</p>		

Column 1	Column 2	Column 3
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Council Search and Property Interest Report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Zoned: T - Township</p> <p>Refer to Council Search and Property Interest Report for more information</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p>NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p>YES</p> <p><b>Note-</b></p> <p>For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a>.</p>	<input checked="" type="checkbox"/> NO  <input type="checkbox"/> YES
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Council Search</p> <p>Date of authorisation:</p> <p>Refer to Council Search for more information</p> <p>Name of relevant authority that granted authorisation:</p> <p>Refer to Council Search for more information</p> <p>Condition(s) of authorisation:</p> <p>Refer to Council Search for more information</p>	<input checked="" type="checkbox"/> NO  <input type="checkbox"/> YES
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

## ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered **1** to **10** inclusive, together with the following annexures and supporting documents (if any):

## FORM 3 Buyers Information Notice

### Copy of Contract

Certificate of Title

## Council Search

## Property Interest Report

## Certificate of Emergency Services Levy Payable

Certificate of Land Tax Payable

## Certificate of Water and Sewer Information

Encumbrance 12753732

## Form R7

### Form R3

**SIGNED BY THE PURCHASER:**

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

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

The Purchaser:

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

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

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

## Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

### Safety

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



## Enjoyment

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

## Value

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

For more information on these matters visit [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

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

## Certificate of Title - Volume 6190 Folio 576

Parent Title(s) CT 6153/922

Creating Dealing(s) RTU 12721492

Title Issued 08/05/2017 Edition 4 Edition Issued 19/07/2019

### Estate Type

FEE SIMPLE

### Registered Proprietor

MICHAEL JOHN HARCARIK  
KERRIE ANN HARCARIK  
OF LOT 7 GREEN PLACE ALDINGA SA 5173  
AS JOINT TENANTS

### Description of Land

ALLOTMENT 7 DEPOSITED PLAN 115687  
IN THE AREA NAMED ALDINGA  
HUNDRED OF WILLUNGA

### Easements

NIL

### Schedule of Dealings

Dealing Number	Description
12753732	ENCUMBRANCE TO THE VILLAGE ALDINGA PTY. LTD. (ACN: 608 080 468)
13142895	MORTGAGE TO NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

### Notations

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

T: (08) 8384 0666  
E: [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au)

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**For your information:**

**Section 187 certificate update request free of charge (One Update):**

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

**BPAY biller code added to searches to enable electronic settlement of funds**

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

**How to advise us of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au).

Electronic settlement of funds is still preferred.

## LOCAL GOVERNMENT RATES SEARCH

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

16 January 2026

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 78631  
 Valuer General No : 1318596304  
 Valuation : \$830,000.00  
 Owner : Mr Michael John Harcarik & Mrs Kerrie Ann Harcarik  
 Property Address : 13 Green Place ALDINGA SA 5173  
 Volume/Folio : CT-6190/576  
 Lot/Plan No : Allotment 7 DP 115687  
 Ward : 01 South Coast Ward

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

Opening balance (as of 30 Jun 2025) including rates, fines and interest, block clearing charges and legal fees	\$17.90
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Postponed Amount in Arrears	\$0.00
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**Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:**

<b>Total Rates Levied 2025-2026</b>	<b>\$2,207.83</b>
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Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
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Fines and interest charged in the current financial year (2% fine when rates first become overdue and interest applied per month thereafter at LGA-prescribed rate)	\$14.75
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Postponed Interest	\$0.00
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Less paid current financial year	-\$650.00
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Overpayment	\$0.00
-------------	--------

Legal Fees (current)	\$0.00
----------------------	--------

Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping	\$0.00
--------------------------------------------------------------------	--------

Rebate	
--------	--

Balance - rates and other monies due and payable	\$1,590.48
--------------------------------------------------	------------

Property Related Debts	\$0.00
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<b>BPAY Biller Code:</b> 421503	<b>TOTAL BALANCE</b>	<b>\$1,590.48</b>
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<b>Ref:</b> 1055180786312
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**AUTHORISED OFFICER**

Danielle Hall

This statement is made the 16 January 2026

Telephone (08) 8384 0666

**Certificate No: S70346/2026**

#### **IMPORTANT INFORMATION REGARDING SEARCHES**

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Searchlight Technology  
PO Box 232  
RUNDLE MALL SA 5000

#### **Attention Conveyancers**

- **Section 187 certificate update request free of charge (One Update):**
  - Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

**Please Note: Section 7 certificates remain valid for a 30 day period only.**

- **BPAY biller code added to searches to enable electronic settlement of funds**
  - Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method of payment and we request that you cease the use of cheques to affect settlement.
- **How to advise Council of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer to advise the change of ownership** by following the below:

  - If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
  - If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au). Electronic settlement of funds is still preferred.

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S70346/2026**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

**The Land & Business (Sale & Conveyancing) Act, 1994**

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

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	115213
VALUER GENERAL NO	:	1318596304
VALUATION	:	\$830,000.00
OWNER	:	Mr Michael John Harcarik & Mrs Kerrie Ann Harcarik
PROPERTY ADDRESS	:	13 Green Place ALDINGA SA 5173
VOLUME/FOLIO	:	CT-6190/576
LOT/PLAN NUMBER	:	Allotment 7 DP 115687
WARD	:	01 South Coast Ward

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Listed hereafter are the *MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES* in alphabetical order of *SCHEDULE 2*, Division 1 to which Council must respond according to *TABLE 1* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to *TABLE 2* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed/imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

Pursuant to the provisions of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994*, Council hereby provides the following information in response to your enquiries:

## INFORMATION NOTE

### CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

*The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.*

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

##### *Section 42*

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/570/2017
Description	Single storey detached dwelling with garage and verandah
Decision	Approved
Decision Date	27 June 2017

##### Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
3. The front setback area (between the front property boundary and front of the dwelling) shall be landscaped with suitable trees, shrubs, lawn, and/or ground cover, and may include some paving, retaining and the like. Such landscaping shall be completed within 2 years of completion of the dwelling and shall be maintained in good condition at all times and seriously diseased, dying or dead vegetation shall be promptly replaced to the reasonable satisfaction of council.
4. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains
  - control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
  - ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure, and
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.
5. The dwelling shall be finished with muted earth colours suitable for a historic township, to the reasonable satisfaction of council.

Application Number	145/1774/2020
Description	Verandah
Decision	Approved
Decision Date	17 September 2020

##### Building Rules Consent Conditions

1. The proposed structure shall not be enclosed at any time without the prior consent of Council.
2. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the Development Application, except where varied by the following condition(s).
3. The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied down to the footings.
4. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of an approved stormwater drainage system.

## **Planning Act 1982 (repealed)**

Condition (that continues to apply) of a development authorisation

NO

## **Building Act 1971 (repealed)**

Condition (that continues to apply) of a development authorisation

NO

## **Planning and Development Act 1966 (repealed)**

Condition (that continues to apply) of a development authorisation

NO

## **Planning, Development and Infrastructure Act 2016**

*Part 5 – Planning and Design Code*

### **Zones**

Township (T)

### **Subzones**

NO

### **Zoning overlays**

#### **Overlays**

##### **Airport Building Heights (Aircraft Landing Area)**

The Airport Building Heights (Aircraft Landing Area) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of aircraft landing areas.

##### **Building Near Airfields**

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

##### **Historic Area (Onka6)**

The Historic Area Overlay aims to reinforce historic themes and characteristics through conservation, contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Historic Area Statement. The demolition of whole or part of a building within the Historic Areas Overlay requires a development application to be submitted for assessment and can only proceed if approved.

##### **Hazards (Bushfire - Urban Interface) (Urban Interface)**

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

##### **Native Vegetation**

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

##### **Prescribed Water Resources Area**

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

##### **Prescribed Wells Area**

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

##### **Regulated and Significant Tree**

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

Is the land situated in a designated State Heritage Place/Area?

NO

Is the land designated as a Local Heritage Place?

NO

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.  
<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

*Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significant tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.*

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information. <https://code.plan.sa.gov.au/>

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

*The Property Interest Report available through [Land Services SA](#) provides information necessary for Conveyancers to complete the Vendor's Statement.*

Note - For further information about the Planning and Design Code visit <https://code.plan.sa.gov.au>

### *Section 127*

Condition (that continues to apply) of a development authorisation

YES

Application ID: 24000272

**Development Description:** Verandah

**Site Address:** 13 GREEN PL ALDINGA SA 5173

**Development Authorisation:** Planning Consent

**Date of authorisation:** 15 January 2024

**Name of relevant authority that granted authorisation:** Assessment Manager at City of Onkaparinga

Condition 1

The development granted Planning Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below (if any).

Condition 2

During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.

Condition 3

That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to: prevent silt run-off from the land to adjoining properties, roads and drains control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

**Development Authorisation:** Building Consent

**Date of authorisation:** 20 February 2024

**Name of relevant authority that granted authorisation:** City of Onkaparinga

Condition 1

The development granted (Building Consent / Development Approval) shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by the conditions below (if any).

Condition 2

All water flowing from the roof of roofs of the building, shall be disposed of from the subject site to the Council drainage system in a manner which meets the requirements of the Building Code of Australia for the building approved as part of this consent to avoid:(a) external moisture or water into the building;(b) affecting the stability of the building;(c) creating an unhealthy or dangerous condition; and(d) running onto or over land of an adjoining

land or building Stormwater shall be diverted away from the building, shall not be permitted to run onto adjoining land, except for stormwater following the existing drainage pattern of rainwater naturally falling on the allotment.

Condition 3

The structure shall be constructed in accordance with the manufacturer's certified design for the relevant wind speed, and shall be securely braced and tied down to the footings.

Condition 4

The proposed structure shall not be enclosed at any time without the prior consent of Council.

**Development Authorisation:** Development Approval: Planning Consent and Building Consent

**Date of authorisation:** 20 February 2024

**Name of relevant authority that granted authorisation:** City of Onkaparinga

## **Part 2—Items to be included if land affected**

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

#### *Section 50(1)*

Requirement to vest land in council to be held as open space NO

#### *Section 50(2)*

Agreement to vest land in council to be held as open space NO

#### *Section 55*

Order to remove or perform work NO

#### *Section 56*

Notice to complete development NO

#### *Section 57*

Land management agreement NO

#### *Section 69*

Emergency order NO

#### *Section 71 (only)*

Fire safety notice NO

#### *Section 84*

Enforcement notice NO

#### *Section 85(6), 85(10) or 106*

Enforcement Order NO

#### *Part 11 Division 2*

Proceedings NO

## **Fire and Emergency Services Act 2005**

### *Section 105F (or section 56 or 83 (repealed))*

Notice NO

### *Section 56 (repealed)*

Notice issued NO

## **Food Act 2001**

### *Section 44*

Improvement notice issued against the land

NO

### *Section 46*

Prohibition order

NO

## **Housing Improvement Act 1940 (repealed)**

### *Section 23*

Declaration that house is undesirable or unfit for human habitation

NO

## **Land Acquisition Act 1969**

### *Section 10*

Notice of intention to acquire

NO

## **Local Government Act 1934 (repealed)**

*Notice, order, declaration, charge, claim or demand given or made under the Act*

NO

## **Local Government Act 1999**

*Notice, order, declaration, charge, claim or demand given or made under the Act*

NO

Refer to separate attachment for Rates and Charges

## **Local Nuisance and Litter Control Act 2016**

### *Section 30*

Nuisance or litter abatement notice issued against the land

NO

## **Planning, Development and Infrastructure Act 2016**

### *Section 139*

Notice of proposed work and notice may require access

NO

### *Section 140*

Notice requesting access

NO

### *Section 141*

Order to remove or perform work

NO

### *Section 142*

Notice to complete development

NO

### *Section 155*

Emergency order

NO

### *Section 157*

Fire safety notice

NO

<i>Section 192 or 193</i>		
Land Management Agreements		NO
<i>Section 198(1)</i>		
Requirement to vest land in a council or the Crown to be held as open space		NO
<i>Section 198(2)</i>		
Agreement to vest land in a council or the Crown to be held as open space		NO
<i>Part 16 - Division 1</i>		
Proceedings		NO

<i>Section 213</i>		
Enforcement notice		NO
<i>Section 214(6), 214(10) or 222</i>		
Enforcement order		NO

## **Public and Environmental Health Act 1987 (repealed)**

<i>Part 3</i>		
Notice		NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</i>		
Part 2 – Condition (that continues to apply) of an approval		NO

<i>Public and Environmental Health (Waste Control) Regulations 2010 revoked</i>		
Regulation 19 - Maintenance order (that has not been complied with)		NO

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

<i>Section 92</i>		
Notice		NO
<i>South Australian Public Health (Wastewater) Regulations 2013</i>		
Part 4 – Condition (that continues to apply) of an approval		NO

<b>Particulars of building indemnity insurance</b>		
Details of Building Indemnity Insurance still in existence for building work on the land	NO	

## **Particulars relating to environment protection**

<i>Further information held by council</i>		
Does the council hold details of any development approvals relating to:		NO
(a) commercial or industrial activity at the land; or		
(b) a change in the use of the land or part of the land (within the meaning of the <i>Development Act 1993</i> ) or the <i>Planning, Development and Infrastructure Act 2016</i> ?		

**Note –**

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

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

It should be noted that –

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

## **General**

*Easement*

NO

Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

Are you aware of any encroachment on the Council easement?

NO

*Lease, agreement for lease, tenancy agreement or licence*

NO

(The information does not include the information about sublease or subtenancy.  
The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

*Caveat*

NO

## **Other**

*Charge for any kind affecting the land (not included in another item)*

NO

***PLEASE NOTE:***

*The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.*

This statement is made the 16 January 2026

Cherie Bonham  
Team Leader for Development Support  
**AUTHORISED OFFICER**

# Property Interest Report

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

<b>Title Reference</b>	CT 6190/576	<b>Reference No.</b> 2746978
<b>Registered Proprietors</b>	M J & K A*HARCARIK	<b>Prepared</b> 16/01/2026 09:26
<b>Address of Property</b>	13 GREEN PLACE, ALDINGA, SA 5173	
<b>Local Govt. Authority</b>	CITY OF ONKAPARINGA	
<b>Local Govt. Address</b>	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

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

## 1. General

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

## 2. Aboriginal Heritage Act 1988

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

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title  also  Refer to the Certificate of Title
3.	<b>Burial and Cremation Act 2013</b>	
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.	<b>Crown Rates and Taxes Recovery Act 1945</b>	Crown Lands Program in DEW has no record of any notice affecting this title
5.	<b>Development Act 1993 (repealed)</b>	
5.1	section 42 - Condition (that continues to apply) of a development authorisation	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title  also  Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

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

## 6. Repealed Act conditions

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

## 7. Emergency Services Funding Act 1998

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

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

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

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

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

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

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

Act

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

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

19.1	Notice, order or demand for payment of land tax	<p><b>A Land Tax Certificate will be forwarded.</b> If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>
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## **20. *Local Government Act 1934 (repealed)***

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
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## **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
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## **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
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## **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
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## **24. *Mining Act 1971***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

also

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

also

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

also

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

also

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

also

The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:  
[https://plan.sa.gov.au/have\\_your\\_say/code-amendments/code\\_amendment\\_register](https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register) or phone PlanSA on 1800 752 664.

29.2 section 127 - Condition (that continues to apply) of a development authorisation  
[ *Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.* ]

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the vendor for these details

29.4 section 140 - Notice requesting access

Contact the vendor for these details

29.5 section 141 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

29.6 section 142 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

29.7 section 155 - Emergency order

State Planning Commission in the Department for Housing and Urban Development

		has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item
		also
		Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item
		also
		State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

### **30. *Plant Health Act 2009***

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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### **31. *Public and Environmental Health Act 1987 (repealed)***

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

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

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

32.2 section 92 - Notice      Public Health in DHW has no record of any notice affecting this title  
also  
Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013 Part 4 - Condition (that continues to apply) of an approval*      Public Health in DHW has no record of any condition affecting this title  
also  
Contact the Local Government Authority for other details that might apply

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

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

## **34. Water Industry Act 2012**

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

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

35.1 section 18 - Condition (that remains in force) of a permit      DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy      DEW has no record of any notice affecting this title

## **36. Other charges**

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

## Other Particulars

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

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

## Additional Information

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The following additional information is provided for your information only.

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

Title Reference: CT 6190/576

Status: CURRENT

Parent Title(s): CT 6153/922

Dealing(s) Creating Title: RTU 12721492

Title Issued: 08/05/2017

Edition: 4

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
16/07/2019	19/07/2019	13142895	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)
16/07/2019	19/07/2019	13142894	DISCHARGE OF MORTGAGE	REGISTERED	12753733
28/06/2017	14/07/2017	12753733	MORTGAGE	REGISTERED	HOMESTART FINANCE
28/06/2017	14/07/2017	12753732	ENCUMBRANCE	REGISTERED	THE VILLAGE ALDINGA PTY. LTD. (ACN: 608 080 468)
28/06/2017	14/07/2017	12753731	TRANSFER	REGISTERED	MICHAEL JOHN HARCARIK, KERRIE ANN HARCARIK
27/06/2017	06/07/2017	12752082	DISCHARGE OF MORTGAGE	REGISTERED	12475416
08/02/2016	08/03/2016	12475416	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

## Certificate of Title

Title Reference CT 6190/576  
 Status CURRENT  
 Easement NO  
 Owner Number 1746774\*  
 Address for Notices LOT 7, GREEN PL ALDINGA, SA 5173  
 Area 537m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

MICHAEL JOHN HARCARIK  
 KERRIE ANN HARCARIK  
 OF LOT 7 GREEN PLACE ALDINGA SA 5173  
 AS JOINT TENANTS

## Description of Land

ALLOTMENT 7 DEPOSITED PLAN 115687  
 IN THE AREA NAMED ALDINGA  
 HUNDRED OF WILLUNGA

## Last Sale Details

Dealing Reference TRANSFER (T) 12753731  
 Dealing Date 27/06/2017  
 Sale Price \$219,000  
 Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	12753732	THE VILLAGE ALDINGA PTY. LTD. (ACN: 608 080 468)
MORTGAGE	13142895	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1318596304	CURRENT	13 GREEN PLACE, ALDINGA, SA 5173

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

Valuation Number	1318596304
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2017
Property Location	13 GREEN PLACE, ALDINGA, SA 5173
Local Government	ONKAPARINGA
Owner Names	MICHAEL JOHN HARCARIK KERRIE ANN HARCARIK
Owner Number	1746774*
Address for Notices	LOT 7, GREEN PL ALDINGA, SA 5173
Zone / Subzone	T - Township
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	7HDG
Local Government Description	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D115687 ALLOTMENT 7	CT 6190/576

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$340,000	\$830,000			
Previous	\$295,000	\$720,000			

## Building Details

Valuation Number 1318596304

Building Style Conventional

Year Built 2017

Building Condition Very Good

Wall Construction Brick

Roof Construction Colourbond

Equivalent Main Area 179 sqm

Number of Main Rooms 7

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

## Certificate of Title

Title Reference: CT 6190/576

Status: CURRENT

Edition: 4

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



# 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:

2746978

DIVINE FORMS PTY LTD  
UNIT 21  
1007-1009 NORTH EAST ROAD  
RIDGEHAVEN SA 5097

DATE OF ISSUE

16/01/2026

**ENQUIRIES:**

Tel: (08) 8372 7534

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

OWNERSHIP NUMBER	OWNERSHIP NAME																					
1746774*	M J & K A HARCARIK																					
<b>PROPERTY DESCRIPTION</b>																						
13 GREEN PL / ALDINGA SA 5173 / LT 7																						
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR																		
1318596304	CT 6190/576	\$830,000.00	R4 1.000	RE 0.400																		
<b>LEVY DETAILS:</b>																						
<table> <tr> <td>FIXED CHARGE</td> <td>\$</td> <td>50.00</td> </tr> <tr> <td>+ VARIABLE CHARGE</td> <td>\$</td> <td>280.85</td> </tr> <tr> <td>- REMISSION</td> <td>\$</td> <td>169.00</td> </tr> <tr> <td>- CONCESSION</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>+ ARREARS / - PAYMENTS</td> <td>\$</td> <td>-161.85</td> </tr> <tr> <td><b>= AMOUNT PAYABLE</b></td> <td>\$</td> <td><b>0.00</b></td> </tr> </table>					FIXED CHARGE	\$	50.00	+ VARIABLE CHARGE	\$	280.85	- REMISSION	\$	169.00	- CONCESSION	\$	0.00	+ ARREARS / - PAYMENTS	\$	-161.85	<b>= AMOUNT PAYABLE</b>	\$	<b>0.00</b>
FIXED CHARGE	\$	50.00																				
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- CONCESSION	\$	0.00																				
+ ARREARS / - PAYMENTS	\$	-161.85																				
<b>= AMOUNT PAYABLE</b>	\$	<b>0.00</b>																				

**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

16/04/2026



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Biller Code: 456285 Ref: 7013469213</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> ® Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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# 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: 2746978

DIVINE FORMS PTY LTD  
UNIT 21  
1007-1009 NORTH EAST ROAD  
RIDGEHAVEN SA 5097

DATE OF ISSUE

16/01/2026

**ENQUIRIES:**

Tel: (08) 8372 7534

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

OWNERSHIP NAME  
M J & K A HARCARIK

FINANCIAL YEAR  
2025-2026

PROPERTY DESCRIPTION  
13 GREEN PL / ALDINGA SA 5173 / LT 7

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1318596304	CT 6190/576	\$340,000.00	0.0537 HA

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

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

Please Note:

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

ON OR BEFORE 16/04/2026



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Biller Code: 456293 Ref: 7013469122		
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001

Account Number <b>13 18596 30 4</b>	L.T.O Reference CT6190576	Date of issue 16/1/2026	Agent No. 9030	Receipt No. 2746978
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DIVINE FORMS  
SHOP 20  
1007-1009 NORTH EAST RD  
RIDGEHAVEN SA 5097  
chanel@divineconveyancing.com

## Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

## Property details:

**Customer:** M J & K A HARCARIK  
**Location:** 13 GREEN PL ALDINGA LT7 D115687  
**Description:** 7HDG **Capital Value:** \$ 830 000  
**Rating:** Residential

## Periodic charges

Raised in current years to 31/12/2025

	Arrears as at: 30/6/2025	:	\$ 213.69
Water main available: 1/7/2017	Water rates	:	164.60
Sewer main available: 1/7/2017	Sewer rates	:	244.86
	Water use	:	267.96
	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	:	892.07CR
	<b>Balance outstanding</b>	:	0.96CR

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

**Next quarterly charges:** Water supply: 82.30      Sewer: 122.43      Bill: 11/3/2026

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

The last Water Use Year ended on 29/05/2025.

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

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

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

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



**Government of  
South Australia**

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

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

## South Australian Water Corporation

**Name:**  
M J & K A HARCARIK

**Water & Sewer Account**  
Acct. No.: **13 18596 30 4**

**Amount:** \_\_\_\_\_

**Address:**  
13 GREEN PL ALDINGA LT7 D115687

### Payment Options

#### **EFT**

##### **EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1318596304



**Biller code: 8888**  
**Ref: 1318596304**

Telephone and Internet Banking — BPAY®

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



#### **Paying online**

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



#### **Paying by phone**

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

SA Water account number: 1318596304



**Government of  
South Australia**

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

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

Original

**E 12753732**



13:26 28-Jun-2017  
2 of 3

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID

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

SERIES NO	PREFIX
7	E

**AGENT CODE**

AJM

LODGED BY: **A K & J A MILDRED**

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©  
RevNetID/PRA Bundle No.: 137772874  
Orig/Copy 1 of/with 0 copies  
Consideration/Value/Security: \$ 0.00  
SA Proportion (if applicable): \$ —  
SD: \$ — LTO Fees: \$ —  
Int: \$ — Pen/Add Tax: \$ —  
Signature: M. K. Reid Date: 28/6/17

CORRECTION TO: Cleartitle Conveyancing BKIA9

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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

*Karen S*

CORRECTION 11.7.2017	PASSED <i>KS</i>
REGISTERED <i>M. K. Reid</i>	14 JUL 2017
 PRO REGISTRAR-GENERAL SOUTH AUSTRALIA	

\* Delete the inapplicable

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed \*herein / \*in Memorandum No. ML subject to such exclusions and amendments specified herein. ✓

DATED..... 28 June 2017 .....



**CERTIFICATION** \*Delete the inapplicable

**Encumbrancer(s)**

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

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

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

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

Signed By:



  
 <Name of certifying party> Margaret Phillips  
 <Capacity of certifying party> Registered Conveyancer MK



for: Optima Conveyancing

on behalf of the Encumbrancer

**Encumbrancee(s)**

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

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

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

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

Signed By:



  
 <Name of certifying party> Michelle Kay Reid  
 <Capacity of certifying party> Registered Conveyancer

for: Cleartitle Conveyancing (H24213)

on behalf of the Encumbrancee

# ENCUMBRANCE

**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 7 IN DP 115687 BEING PORTION OF THE LAND IN CT Volume 6153 Folio 922 now whole of the  
land in CT 6190/576 ✓

## ESTATE & INTEREST

ESTATE IN FEE SIMPLE ✓

11.7.2017  
P2026

## ENCUMBRANCER (Full name and address)

KERRIE ANN HARCARIK AND MICHAEL JOHN HARCARIK of Allotment 7 Green Place Aldinga SA 5173 ✓

## ENCUMBRANCEE (Full name, address and mode of holding)

THE VILLAGE ALDINGA PTY LTD (ACN 608 080 468) of Suite 6, 15 King William Road Unley SA 5061 ✓

## OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge (a) TEN CENTS \$0.10 PER ANNUM (if demanded) ✓

(b) State the term of the annuity or rent charge.  
If for life use the words "during his or her lifetime" (b) TO BE PAID TO THE ENCUMBRANCEE  
as a yearly rent charge for a term of 999 years  
commencing on the date of this Encumbrancee ✓

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted. (c) AT THE TIMES AND IN THE MANNER FOLLOWING  
On the first day of January in each year commencing on the 1<sup>st</sup> day of January following the date of this Encumbrance AND with the performance and observance of the following covenants ✓

## COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

### The purpose of this encumbrance

1. The encumbrancer on page 1 ("Owner"), grants this encumbrance -
  - 1.1 for the benefit of the encumbrancee on page 1 ("Encumbrancee");
  - 1.2 to charge the land identified in the "Certificate(s) of Title Being Encumbered" panel on page 1 ("Land") with the payment of the annuity on page 1 ("Rent Charge");
  - 1.3 for the purpose of a common building scheme for the Development Zone and the Owner acknowledges that the covenants of this encumbrance are for the benefit of both the Encumbrancee and for the benefit of all other persons claiming under the Encumbrancee as purchasers of any allotment within the Development Zone;
  - 1.4 with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after the Owner.

### Interpreting this encumbrance

2. In this encumbrance, unless the contrary intention appears -
  - 2.1 "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;
  - 2.2 "Development Zone" means the land comprised in D/A 145/D231/15;
  - 2.3 "development" means work of any kind, including but not limited to -
    - 2.3.1 "building work" as defined in the Building Works Contractors Act 1995 (SA);
    - 2.3.2 the construction or alteration of any permanent or temporary structure;
    - 2.3.3 repairs, painting or improvements of any kind.
  - 2.4 "Encumbrance Manager" means such person(s) appointed by the Encumbrancee from time to time during the term of this encumbrance to review the Owner's plans and specifications for the Owner's proposed development of the Land against the requirements of this encumbrance, for the purposes of determining whether to approve the Owner's plans and specifications, which is a requirement of clause 11 of this encumbrance, in respect of which the Encumbrancee has the right to change the nominated person acting as the encumbrance manager;
  - 2.5 "Encumbrancee" means the person described in the panel entitled "Encumbrancee" on page 1 of this encumbrance and its successor and assigns;
  - 2.6 "Land" means all the land and any rights and easements described in the "Certificates of Title Being Encumbered" panel on page 1;
  - 2.7 "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;
  - 2.8 "substantial commencement" means that development of the Land has reached the point where the construction of all foundations and footings necessary to support the dwelling approved pursuant to this encumbrance (and for which the Owner has obtained all required development authorisations), have been completed in accordance with those required approvals;
  - 2.9 reference to giving access to the Encumbrancee includes giving access to the Encumbrancee's employees agents and contractors;
  - 2.10 reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person);

- 2.11 reference to any statute includes statutes which change or replace it; and
- 2.12 any word indicating the singular includes the plural and vice versa.

3. If there is more than one Owner then -

- 3.1 the Encumbrancee only has to give notices to one person; and
- 3.2 all the obligations on the Owner set out in this encumbrance are joint and several.

### **Rent Charge**

- 4. Subject to clause 5, the Owner must pay the rent charge to the Encumbrancee:
  - 4.1 during the term of this encumbrance; and
  - 4.2 on 1 January immediately succeeding the grant of this encumbrance and on each succeeding 1 January.
- 5. The Owner must only pay the rent charge if payment is demanded by the Encumbrancee and the Encumbrancee will not demand payment of the rent charge so long as the Owner duly observes all the covenants in this encumbrance.
- 6. The provisions of clause 5 do not in any way affect or prejudice the Encumbrancee's rights to:
  - 6.1 an injunction preventing or restraining any breach of the covenants in this encumbrance; or
  - 6.2 damages for any such breach.

### **Subdivision**

- 7. The Owner must not divide the Land except with the prior written approval of the Encumbrancee.

### **Planning and zoning laws**

- 8. The Land must not be used or developed except in accordance with-
  - 8.1 any laws relating to planning or zoning from time to time in force; and
  - 8.2 the conditions of any relevant consent or approval given by the relevant planning authority in which the Land is located ("relevant planning authority").
- 9. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to the adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the relevant planning authority will grant its approval. The Owner acknowledges that it will not place any reliance on the approval of the Encumbrancee, whether for the purposes of planning or zoning laws or otherwise.

### **Restrictions on works**

- 10. The Owner must not carry out any development on the Land other than in accordance with "The Village Green Aldinga Development Guidelines" attached as Annexure A of this Encumbrance ("Design Guidelines") and the Building Envelope Plan published by the Encumbrancee and attached as Annexure B of this Encumbrance ("Building Envelope Plan").
- 11. The Owner must not do (or cause, suffer or permit to be done) any of the following on the Land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrance Manager:
  - 11.1 erect a dwelling;
  - 11.2 carry out any siteworks;
  - 11.3 erect a fence or wall;

- 11.4 erect any external sign or hoarding, either freestanding or fixed to any other building or structure;
- 11.5 construct or create a parking area or otherwise set aside any area for the parking of vehicles forward of the dwelling.
- 12. The Owner must not submit any plans of building works to the relevant planning authority for its approval until it has obtained the approval of the Encumbrance Manager and attaches a copy of the approval issued by the Encumbrance Manager to the development application.

### **Certificate of compliance**

- 13. The Encumbrancee will procure the Encumbrance Manager to not unreasonably delay its consideration of any plans and specifications submitted by the Owner for approval, in respect of which:
  - 13.1 the Encumbrancee will use all reasonable endeavours to ensure that the Encumbrance Manager does not act unreasonably in refusing any approval or imposing any condition of approval under clauses 10 and/or 11, however, the Owner acknowledges that any refusal or condition imposed by the Encumbrance Manager cannot be deemed to be unreasonable if the Owner's plans and specifications as submitted:
    - 13.1.1 are contrary to any provision of the Design Guidelines or this encumbrance; or
    - 13.1.2 do not achieve the streetscape required by the Encumbrancee in the general locality in which the Land is situated. An example of this is where the plans and specifications will result in the same or a similar façade treatment to multiple dwellings located in close proximity to one another.
  - 13.2 the Encumbrancee will arrange for the Encumbrance Manager to provide the Owner with written notification of its decision in respect of the Owner's submitted plans and specifications promptly after the Encumbrance Manager has made a decision in respect of the Owner's submitted plans and specifications (which notification will incorporate any condition of approval issued by the Encumbrance Manager).
- 14. Without limiting the obligations on the Owner under clauses 7 - 13 (inclusive) of this encumbrance, the Owner must not:
  - 14.1 permit to be located on the Land any transportable building, caravan, tent or other similar shelter that is visible from the street or any other public place;
  - 14.2 delay (or permit to be delayed) the preparation of detailed plans and specifications for the development of the Land and lodgement of those plans and specifications with the Encumbrance Manager for approval, and the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if it has failed to lodge plans and specifications for its development of the Land within 6 months of the date of this encumbrance;
  - 14.3 delay (or permit to be delayed) the substantial commencement of the development of the Land beyond the date which is 24 months from the date of this encumbrance;
  - 14.4 delay (or permit to be delayed) the completion of development of the Land (in accordance with the plans and specifications and any conditions of approval of the relevant planning authority or Encumbrance Manager) and the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if construction of the development on the Land in accordance with the approved plans and specifications and development approval has not been completed within 36 months after the date this encumbrance (for the purposes of this clause 14.4, completion of development means the building work for all the approved building structures is complete except for minor omissions and defects which do not prevent the building structures from being reasonably capable of being used for its intended purposes and rectification of which will not prejudice the convenient use of the building structures and all work on the external facade and external surfaces of the building structures are complete and all defects and minor omissions have been rectified);

14.5 permit the Land to be resold or advertised for sale unless a residential dwelling has been constructed on the Land (in accordance with the provisions of this encumbrance) or unless the Encumbrancee has consented in writing to such resale and/or advertising.

### Right of Access for Adjoining Owner

15. 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 the Adjoining Owner's land in accordance with the Design Guidelines provided that:

15.1 the Encumbrancee and/or the Adjoining Owner (as the case may be) has made a written request to the Owner; and

15.2 if the Adjoining Owner wishes to have access pursuant to this clause 15, the Adjoining Owner:

15.2.1 agrees to comply with the reasonable directions of the Owner and cause minimal disturbance to the Owner when accessing the Land; and

15.2.2 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. For the avoidance of doubt, the right of access contemplated by this clause 15.2:

(a) 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

(b) 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.

### Breach

16. If the Owner is in default in complying with its obligations under any of clauses 7 to 15 (inclusive) and the Encumbrancee serves a written notice on the Owner requiring the Owner to remedy that default within the period specified in the written notice (which rectification period will be not less than thirty (30) days from the date of the notice), and the Owner fails to remedy that default within the period specified in the notice, the Encumbrancee will have the right to repurchase the Land from the Owner (including any development that has been undertaken on the Land as at that time), and the Owner must transfer its interest in the Land to the Encumbrancee (or its nominee) if the Encumbrancee gives a written notice exercising this repurchase right at any time within twelve (12) months of the Encumbrancee becoming entitled to exercise its repurchase right (and at the time of the Encumbrancee giving written notice exercising this repurchase right the Owner has not fully remedied the default specified in the Encumbrancee's initial default notice to the Owner), in respect of which the following provisions will apply to such transfer of the Land to the Encumbrancee (or to its nominee):

16.1 The purchase price will be the aggregate of:

16.1.1 the price paid for the Land by the Owner to the Encumbrancee (as expressed on the Memorandum of Transfer under which the Owner purchased the Land from the Encumbrancee);

16.1.2 the market value of the improvements existing on the Land as at the date that the Encumbrancee exercises its repurchase right, which is to be determined by a valuer appointed by the Encumbrancee, which valuer:

(a) is an expert and not an arbitrator;

- (b) must take into account, in determining the market value of the improvements the cost to complete any additional or required works which are required by the Encumbrancee in order for the works to comply with the approvals and development authorisations applicable to the Owner's development;
- (c) costs will be payable by the Owner and which the Encumbrancee is entitled to set off against the purchase price payable by the Encumbrancee for the purchase of the Land and the improvements;
- (d) determination is final and binding upon both parties;

16.2 the transfer will be subject only to this encumbrance;

16.3 settlement of the transfer will take place within thirty (30) days after the determination of the purchase price, in exchange for a proper registrable transfer of the Land (subject only to this encumbrance) and delivery of the duplicate certificate of title;

16.4 the Encumbrancee must pay the entire purchase price on settlement of the transfer of the Land;

16.5 the Owner must pay all of the Encumbrancee's costs incurred in relation to its default and the exercise of the Encumbrancee's repurchase right (which the Encumbrancee is entitled to set off against the purchase price for the Land and the improvements);

16.6 despite clause 16.5 the Encumbrancee will pay the stamp duty and Lands Titles Registration Office registration fees associated with this transfer;

16.7 the transfer will otherwise be on the terms and conditions contained in the then current Real Estate Institute Contract for Sale and Purchase of land.

17. The Encumbrancee (or its employees, agents or contractors) has the right to enter the Land at any time (after giving at least 48 hours notice to the Owner), for the purpose of inspecting the Land to determine whether any of the Owner's obligations under this encumbrance have been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.

#### **Owner's obligations on transferring the Land**

18. The Owner must not sell or transfer or otherwise dispose (or grant any legal or equitable interest in) the Land except subject to this encumbrance and procuring a replacement encumbrance from the incoming purchaser 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 from the Owner to the incoming purchaser, and before any other interest in the Land is created.

#### **Waiver**

19. The Encumbrancee may, in its absolute discretion, waive compliance with any of the requirements in the Design Guidelines.

20. The Encumbrancee may modify, waive or release any of the covenants in this encumbrance.

21. A party's action or lack of it, on any breach of this encumbrance by the other does not affect the party's rights if the other repeats or continues the breach.

22. No waiver by the Encumbrancee is effective unless it is in writing and is signed by the Encumbrancee.

23. The Encumbrancee may, from time to time, in its absolute discretion, lessen, waive or release any of the covenants and other obligations expressed or implied in any encumbrance document relating to other land within the Development Zone, whether such encumbrance was entered into before, at the same time or after the date of this encumbrance, and any such waiver on our part does not release the Owner (or its successors in title) from the obligations expressed or implied in this encumbrance.

### **Severance of invalid clauses**

24. If any clause of this encumbrance is void or unenforceable then it must be read down so that it is not void or unenforceable.
25. If it cannot be read down, it must be severed (that is, treated as if cut out).
26. The rest of this encumbrance is not affected if any clauses are read down or severed.

### **Payment of costs**

27. The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by the Owner
28. The Owner must also pay the Encumbrancee any costs it incurs as a result of any breach of this encumbrance by the Owner or its employees, agents, contractors or invitees.

### **How notices may be given**

29. All notices (including approvals or demands)
  - 29.1 must be in writing;
  - 29.2 must be given to the other party;
  - 29.3 can be given in person;
  - 29.4 can be left at the other party's address on page 1, or at the other party's last known address;
  - 29.5 can be sent there by post, but they must be correctly addressed and posted;
  - 29.6 can be given to the Owner by being left at, or sent by post to, the Land;
  - 29.7 are, if posted, treated as given the next business day after posting;
  - 29.8 may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed; and
  - 29.9 may be signed by a party, or any person that party authorises to sign it.

### **Release on transfer**

30. The Owner and its successors in title will be successively released and discharged from the payment of the Rent Charge and from the observance of the covenants and other stipulations contained and implied in this encumbrance upon ceasing to be registered owner of the Land to the intent that the Rent Charge and covenants and other stipulations will be binding only upon the registered proprietor for the time being of the Land.

### **Sunset Clause**

31. The Encumbrancee's rights and obligations will cease two (2) years after the Encumbrancee ceases to be the registered proprietor of any land created in the Development Zone.
32. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 33.
33. The Owner acknowledges that the Encumbrancee may in its absolute discretion, at any time after completion of an approved building on the last remaining vacant allotment in the Development Zone (excluding any allotment on which no dwelling is permitted to be constructed), discharge all

encumbrances throughout the Development Zone, without the Encumbrancee having to give any notice to the Owner.

#### **Other Remedies**

34. In addition to all the rights and powers as set out in this encumbrance, the Encumbrancee is entitled to all the powers, rights and remedies given to encumbrancees by the Real Property Act 1886.

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## **ANNEXURE A**

### **Design Guidelines**



THE VILLAGE GREEN  
—ALDINGA—

DEVELOPMENT GUIDELINES

April 2016

## 1. The Village Green Development Vision

### 1.1. About The Village Green

The Village Green is a boutique residential development located within a spectacular natural setting in Aldinga Township. It is being developed with consideration of providing quality housing solutions and supporting the wider objectives of sustainability and social interaction.

### 1.2. Design Philosophy

A key goal of The Village Green is the promotion of sound design philosophies built on:

- Project vision, design and presentation excellence;
- Innovation in dwelling and land product to offer stylish, contemporary living;
- Sensitive environmental management; and
- Responsible management of stormwater and the promotion of sound environmental sustainability principles

To achieve these aims a level of development guidance is required in the form of Development Guidelines.

## 2.0 Protecting Your Investment



All purchasers in The Village Green must comply with these design guidelines which ensures standards are maintained and your investment is protected.

This means:

- The Guidelines are legally binding via an Encumbrance over each allotment
- Each land purchaser must obtain Encumbrance Approval prior to building
- Guidelines are additional & not in lieu of other statutory requirements.
- i.e. Council approvals
- No re-subdivision of allotments is permitted
- Construction must commence within 24 months from the date that the land purchase contract is executed and homes should be completed without undue delay
- Front landscaping must be completed within 6 months of building completion
- Vacant allotments must be kept in an orderly fashion
- The Encumbrance will have a Sunset Clause to extinguish it from the title upon 2 (Two) years from the last allotment sold



The Village Green Aldinga Development Company has appointed an Encumbrance Manager who may at their discretion approve an application which does not comply with these guidelines but demonstrates architectural merit and is in keeping with the overall vision of the development.

### 3.0 About the Development Guidelines

#### 3.1. Purpose of the Development Guidelines

The purpose of The Village Green Development Guidelines is to ensure that the physical arrangement of buildings and their relationship to each other and the surrounding environment reflects the vision for the development.

The Guidelines address the quality of the built form and landscape both in terms of appearance and the achievement of sustainability initiatives.

The Guidelines are provided to assist purchasers, designers and builders. They aim to create high quality built form outcomes that together with the surrounding natural environment enhance the community lifestyle over time. They provide certainty about the quality of dwellings and gardens, and how they interact with neighbouring public open spaces.

The guidelines should be used in conjunction with the City of Onkaparinga Development Plan as it provides a full range of development controls for residential development in this area as well as the Development Act and Development Regulations (including the Residential Code).

These guidelines form part of an Encumbrance that is attached to the Certificate of Title of all allotments within The Village Green. Thus, purchasers are contractually obligated (and protected) to comply with these guidelines (unless a variation is agreed to by The Encumbrance Manager)

The Guidelines have been formulated to allow a sufficient level of flexibility that can cater for individuality and personal choice of purchasers and designers.

#### 3.2 Development Guidelines Structure

The structure of the Development Guidelines follows the design process and is set out as follows:

About the Development Guidelines: A background to the development guidelines and its role in the approving of your development;



**Siting your Dwelling: How to best design and site you're dwelling to create your dream home;**

**Sustainability Principles: A sustainability focus for the development of all dwellings;**

**Building on your Site: Steps to maintain a safe, orderly and environmentally responsible building site;**

#### **Appendices:**

- Appendix A: Development Guidelines Submission Form - To be completed and submitted with your dwelling design.
- Appendix B: Building Envelope Plan - A plan showing the limit of building construction and minimum boundary setbacks.
- Appendix C: Landscape Plan.

### **3.3. Development Approval Process**

When you purchase an allotment within The Village Green, you will note that an Encumbrance including these Development Guidelines has been registered on the Certificate of Title. These documents require that prior to commencement of any development on your allotment you must in addition to a Development Approval, have satisfied the requirements of this Encumbrance.

If it is uncertain whether or not a proposed development adheres to the requirements of these Development Guidelines, a sketch or concept plan should be provided to and assessed by the City of Onkaparinga Development Services Section before drawings are finalised for formal submission. This is to ensure the process is streamlined to avoid additional costly design work.

Simon Cross has been appointed as The Encumbrance Manager to be the administrator of these Development Guidelines. All documents required as part of the assessment of the Encumbrance, must be forwarded with your Development Application to;

**Attention: The Village Green Aldinga**

By Email: [simon@crosscompany.com.au](mailto:simon@crosscompany.com.au)

By Post: S & A Cross Pty Ltd - PO Box 149 Crafers, South Australia 5152

In assessing applications relative to the Development Guidelines, The Encumbrance Manager may agree to approve proposals that do not conform to the Guidelines.

- The list below illustrates the approval process:
  - Check Guidelines: To see if there are any conditions or prerequisites for your site.
  - Preliminary Design: Prepare plans for your site. This can be in the form of a simple sketch of the dwelling you plan to put on your site. You may wish to discuss this early design with The Encumbrance Manager to better finalise the design.
  - Design: At this stage adjustment should be made to the preliminary design in preparation to submit a formal application.
  - Application: Submit your Development Application, which must also include all plans and relevant information for the assessment against the Encumbrance guidelines.



**Plans & Information required for approval:**

- Scaled & dimensioned plans & elevations
- Site works plan - including contours, bench levels, finished floor levels, retaining walls, fencing, driveway (incl. grade as to constructed kerb levels), setback and relation to northern daylight
- Proposed external materials & finishes

- Council Approval: Your Development Application will be processed in accordance with the Development Act and Regulations against the City of Onkaparinga's Development Plan.

Your plans will also be assessed against the requirements of this Encumbrance. Once approved, Building Certification will be required to allow your Development Approval to be issued and construction can then commence.

- Construction: The construction of your dwelling must commence within 24 months of the date of your land purchase contract with building completion being achieved without undue delay.
- Landscaping: Front landscaping must be completed within 6 months of building completion. Appendix C shows suggested plant species that will complement the development vision.
- Inspection: Once the construction of your dwelling has been completed The Encumbrance Manager may examine the works to ensure there is compliance with the approved plans. This is in addition to normal Council inspections.

- Fee: A fee of \$150 plus GST is required to administer this encumbrance process. Fees should be made payable to S & A Cross Pty Ltd. These fees are in addition to the statutory fees associated with Development Approval.

## 4.0 Siting Your Dwelling

- 4.1. Planning Design Principles Land Use: Consideration is placed on land use to ensure the development is consistent with both the overall vision of the City of Onkaparinga and The Village Green development.

- 4.1.1 Planning the Siting of your Dwelling: Building Envelope and Set-backs – a Building Envelope Plan (BEP) is prepared for each allotment that specifies the area of the site within which your dwelling should be located (refer to Appendix B). The siting of your dwelling has to comply with the building envelope in order to gain Encumbrance Approval.

- BEPs will be provided for each lot and will indicate the nominated zero lot line boundary and required setbacks for the estate that show;
  - The minimum setback from each boundary for one and two storey developments
  - Appropriate locations for any buildings to the boundary for garage/carports
  - Location of driveways
- 4.1.2 Setbacks: Building setbacks will generally be as per the BEP
  - 3.0m to the front main building line on ground level (Open verandas and porticos may be forward of this to a minimum 2.0m)

- 5.0m to the front main building line on upper level
- 3.0m from the rear boundary to rear main building line on ground level
- 5.0m from the rear boundary to rear main building line on upper level
- Side setbacks as indicated on individual BEP's

**4.1.3 Site Coverage:** The proposed building should be sited to allow for enough coverage to cater for appropriate dimensions, based on allotment size, of both private open space and landscaping space on the site.

**4.1.4 Private Open Space (POS) - The intent of the Village Green - Aldinga Guidelines** is to ensure a pleasant environment when outdoor and indoor elements of the dwelling are linked. Good dwelling siting and design can help protect your privacy as well as your neighbours, thus private open space areas must comply with the following requirements: (this is in accordance with the Residential Code of the Development Regulations)

- If the allotment size is greater than 500m<sup>2</sup> it must have a minimum POS area of 80m<sup>2</sup>
- If the allotment size is between 300 - 500m<sup>2</sup> it must have a minimum POS area of 60m<sup>2</sup>
- If the allotment size is between less than 300m<sup>2</sup> it must have a minimum POS area of 24m<sup>2</sup>

#### 4.1.5 When calculating your POS:

Unless part of a fenced area any area at ground level of the front of the dwelling is not to be included;

- As part of the open space an area of at least 4m x 3m (12m<sup>2</sup>) that is directly accessible from a living area must be provided.

- A balcony or roof patio of at least 8m<sup>2</sup> can be included as private open space

#### 4.1.6 Incurred Costs

- Costs associated with the relocation, removal or establishment of any infrastructure services, utilities, street trees, landscaping, footpaths, kerbing, fencing, retaining walls, driveways etc. that are required due to the design and siting of the dwelling must be paid for by the purchaser/owner.

- Any owner works as per above must satisfy the overall vision of the site, thus construction must match existing infrastructure in terms of colour and material choices as well as location etc.

#### 4.2. Building Requirements

These guidelines encourage the design of a dwelling to consider the orientation or location of the site. The use of different levels, articulation, placement of windows and spaces and indoor-outdoor living spaces etc. can all be advantageously implemented to improve the purchaser's quality of life through views and allowing for maximum natural light.

Through responsive design the purchaser also has the opportunity to reflect their surrounding environment, while maintaining a high level of individuality, through a variety of material, colour and finish choices.

#### 4.2.1 Building Materials

Any of the following materials are considered appropriate

- External Walls
  - Contemporary face brick or bagged brick;
  - Rendered & painted masonry/FC sheeting;
  - Stone or stone render;
  - Appropriately treated timber or weather board;
  - Pre coloured corrugated metal sheeting
  - Galvanized corrugated sheeting as highlights only; and
  - Other materials will be assessed on their merits.
- Roof
  - Tiles - Pre coloured corrugated profile sheeting
- No galvanized iron will be permitted

A veranda or bulkhead that is:- A minimum 3.5m<sup>2</sup> in area

- A minimum 900mm wide
- A minimum 3m in length and
- Incorporates posts / columns of appropriate scale

#### Corner Lots

- Dwelling facades on the secondary street frontage must adopt the architectural detail similar to the front facade. i.e. verandas, gables, window treatments etc. for a min of 6m back from the front line of the dwellings.

#### Ceiling Heights

- The minimum ceiling heights for all single storey homes will be 2.55m above the floor level.



To ensure that homes present an active and articulated presence to the street address and public open space the front facade must incorporate, as a minimum one of the following:

- A portico that clearly defines the entry and is:
  - A minimum 2.0m<sup>2</sup> in size
  - Is separate from the main roof
  - Incorporates a min 250mm x 250mm masonry or rendered columns or min 150mm x 150mm timber posts or a combination Masonry / rendered plinth and 100mm x 100mm timber posts

#### Roof Pitch

- Minimum roof pitch to all homes - 20 degrees. Skillion roofs are to have a minimum pitch of 10 degrees.
- Innovative roof designs such as curved, flat or skillions will be assessed on their merit.

#### Height & Scale

To limit overshadowing and infringement on the privacy of neighbours it is necessary that the following height restrictions are imposed:

- Single Storey: 3.0m wall height and 6.0m to the roof ridgeline;
- Two Storeys: 6.0m wall height and 9.0m to the roof ridgeline.

#### Car Accommodation

Minimum of two car accommodation will be provided for all lots with one being undercover or as stated on the BEP.

Garage must be setback a minimum of 900mm behind the main building line and setback 5.5m from the front boundary. Carports or garages may be built in line with the front of the home if there is a two storey component above. The car accommodation must not form more than 50% of the total front facade on single storey homes.

#### Privacy

- Care must be taken with overlooking from upper storey windows or balconies into neighbouring private open space. Fixed obscure glass or adequate screening is to be provided to a minimum of 1.7m above the finished floor level.

#### 4.3 Around Your Home

- The edges of your allotment represent an extension of the design of your dwelling thus, fences and retaining walls are an integral part of the design and their appearance, if not designed in a coordinated manner, can undermine the quality appearance of your property.

##### 4.3.1 Fencing

Fencing to side and rear boundaries is mandatory and must be completed prior to occupation. Front fencing is compulsory on allotments indicated on building envelope plan in Appendix B.

- Side: 1.8m high colorbond good neighbourhood fencing - Willow or similar colour.
- Fencing to be setback a minimum of 1m behind the main building line.
- Rear: 1.8m high colorbond good neighbourhood fencing - Greyridge or similar colour.
- Corner Lots: Solid fencing to secondary street frontage is only permitted for a maximum of 65% of the length of that boundary.
- Front: No front fences will be permitted - other than those approved by the Encumbrance Manager

## Fencing Adjoining Public Open Space

- By developer and owner responsible to maintain and replace as erected.

## 5.0 Building on your Site

### 4.3.2 Sheds and Structures

- Maximum of 9m<sup>2</sup> floor area and be either constructed in a Colourbond finish or materials to match the dwelling.

### 4.3.3 Driveways

- All driveway crossovers will be provided by developer up to the property boundary.
- Single width 3.5m of the crossover, may flare out to same width as garage a Double width 5.0m of the crossover, may flare out to same width as garage
- All driveways are to be offset a minimum of 500mm from the side boundary
- Material finishes can be coloured concrete, exposed aggregate or pavers
- Driveways must be completed prior to occupation
- Driveways locations nominated on setback plans

### Ancillary Structures

TV antenna's, satellite dishes, clothes lines, rainwater tanks, air conditioner units are to be located in such a manner they have minimal impact from a street or park frontage.

### 5.1 Promotion of clean site initiatives

- Solid Wastes: All building materials and wastes associated with on-site construction must be contained and stored within the subject area until proper disposal procedures can be utilised. Light wastes (plaster and cement bags, plastics, wrappings etc.) should be disposed of in covered waste bins on-site.

- Dust Emissions: The emissions of dust should be minimised as it is a major pollutant to stormwater and a significant nuisance to neighbouring residents.



Steps that can be taken to lessen the spread of dust include:

- Regularly coating roadways, entrances and main traffic areas with dust suppressants. Watering regularly can also minimise dust;
- Large construction sites must have a water supply and applicator on-site to ensure dust suppression; and
- When dust emissions present are deemed hazardous in nature, provisions must be taken to ensure the dust is contained, collected and disposed of aptly to prevent release into the air or stormwater.

#### **5.2. Disposal of excavated material**

Spoil that has been excavated during construction of footings or landscaping must not be placed or stored on adjoining properties unless written approval has been given by the property owner;

- Spoil must be removed immediately if possible;
- The spoil collected and stockpiled must be covered or watered to prevent dust from spreading into adjoining allotments;
- Spoil must not be stockpiled within 1m of a street tree or associated landscape;
- Spoil that is stockpiled on vacant land must be scraped clean to its original state with all traces of spoil removed once completion of the property has been achieved; and
- Failure to remove spoil upon the completion of the property, Council will arrange for removal and charge the property owner for removal of the spoil.

#### **5.3. Damage to Footpaths, Driveways Crossovers and Streetscape Planting**

It is the owner's responsibility to rectify any public footpaths, driveway crossovers and streetscape planting if damaged during the construction of the dwelling.

## DEVELOPMENT GUIDELINES SUBMISSION FORM

Lot No:  
Street:  
Suburb:  
  
Builder:  
Name:  
Post Address:  
Phone:

Owner:  
Name:  
Post Address:  
Phone:

### Information Supplied with the Submission Form

Site Plan	Y/N
Floor Plans	Y/N
Elevations	Y/N
Colour & Materials Schedule	Y/N
Landscape Plan	Y/N

Declaration: All information supplied is correct. Any missing information will delay the processing of this application. I acknowledge I have read the Riverwalk Development Guidelines and viewed the Building Envelope Plan relevant to this allotment and adjacent allotments, and declare that the plans hereby lodged have been produced in accordance with the Development Guidelines and Envelope Plan. I acknowledge that the driveway invert location and service connections are already allocated and any cost incurred to change these services will not be covered by the City of Salisbury, but by either the owner or builder. We also acknowledge that a fee of \$150 plus GST is required to be paid to the City of Salisbury to administer the ENCUMBRANCE process, and will pay this at lodgement of this submission.

Owner  
Builder

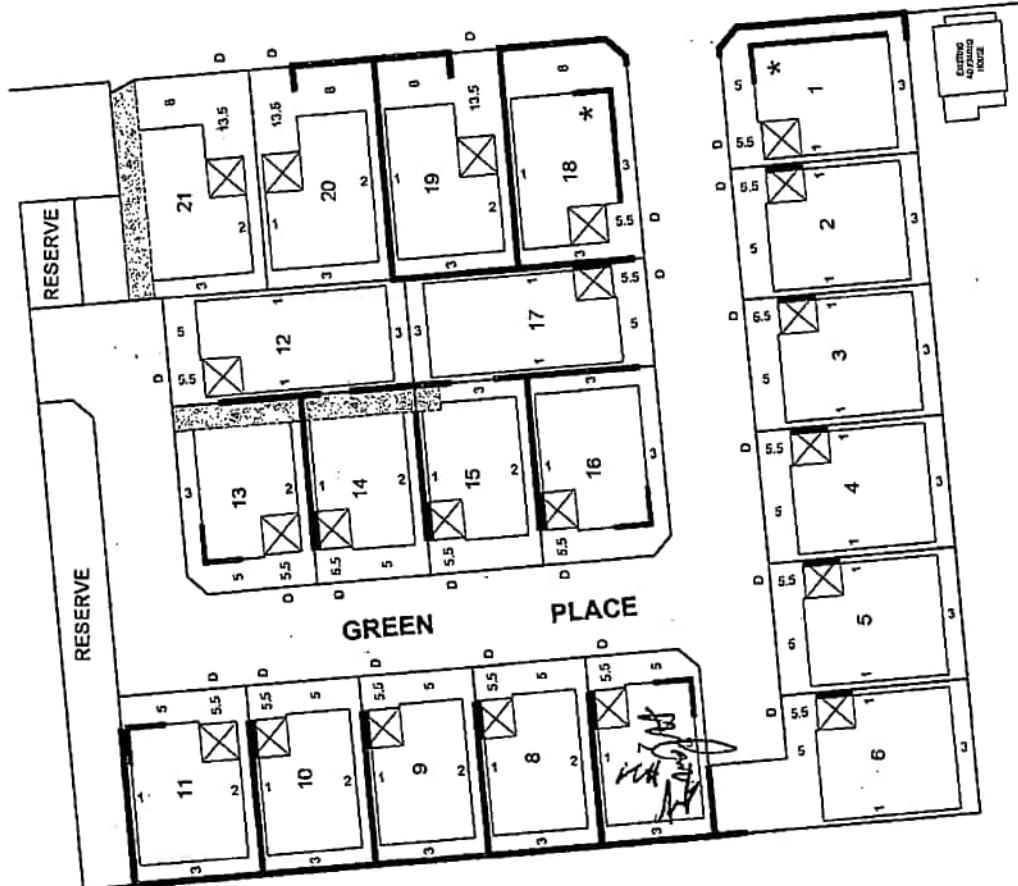
Date  
Date



**THE VILLAGE  
GREEN**  
25.02.2016

- Denotes garage can be built on boundary. If not on boundary 1m or 2m minimum setback applies.
- Denotes single storey setback. (Note: Front setback measured to front facade - excluding verandah or portico).
- Second storey setbacks if applicable are subject to qualitative assessment by Council.
- Allotment 1 setback to Old Coach Road is subject to qualitative assessment by Council.
- Denotes preferred driveway location.
- Denotes preferred garage location.
- Denotes retaining wall by Developer.
- Denotes corner allotments - facade of secondary corner to address side street.
- \* Verandahs that return around facade can encroach within setbacks.
- Easement

**OLD COACH ROAD**





**Annexure B****Building Envelope Plan**



# THE VILLAGE GREEN

25.02.2016

OLD COACH ROAD



Envelopes show the minimum setback requirements and driveway locations only. Council and Development Plan requirements must also be adhered to with respect to site coverage and private open space.

# Form R7

## Warning Notice

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### Financial and Investment Advice

*Land and Business (Sale and Conveyancing) Act 1994* section 24B

*Land and Business (Sale and Conveyancing) Regulations 2010* regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following:

**You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.**

**NOTE:** For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must:

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.