

MAGAIN

Denham Property Sales Pty Ltd T/A Magain Real Estate
Shop 2, 515 Brighton Road, Brighton 5048
Tel: 08 8398 1494 Agent No: 299713

FORM 1 - Vendor's Statement

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

Contents

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



Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

JOSHUA LEIGH KERANOVICH and CAITLIN ELIZABETH ROWETT

Address:

44 Brooklyn Drive, Hallett Cove SA 5158

4 Vendor's registered agent:

Denham Property Sales Pty Ltd T/A Magain Real Estate

Address:

Shop 2, 515 Brighton Road, Brighton 5048

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 44 Brooklyn Drive, Hallett Cove SA 5158 and being whole of the land in Certificate of Title
Volume 6094 Folio 101 and being whole of Allotment 166 on Deposited Plan 88660 in the Area named Hallett
Cove in the Hundred of Noarlunga

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

To the purchaser:

Right to cool-off (section 5)

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

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

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

2 – Time for service

The cooling-off notice must be served–

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be–

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

44 Brooklyn Drive, Hallett Cove SA 5158

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

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

travis@magain.com.au

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

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

Shop 2, 515 Brighton Road, Brighton 5048

(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:

* / We,

JOSHUA LEIGH KERANOVICH and CAITLIN ELIZABETH ROWETT _____

of

44 Brooklyn Drive, Hallett Cove SA 5158 _____

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

Date: _____ Signed: _____

Date: _____ Signed: _____

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



To the purchaser:

I,

Travis Denham _____

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
----------	----------	----------

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
1. General		
<p>1.1 Mortgage of land</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Title</p> <p>Number of mortgage (if registered): 12715090</p> <p>Name of mortgagee: WESTPAC BANKING CORPORATION (ACN: 007 457 141)</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
<p>1.2 Easement (whether over the land or annexed to the land)</p> <p>Note - "Easement" includes rights of way and party wall rights.</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Title & Property Interest Report (Page 12)</p> <p>Description of land subject to easement: Refer to Certificate of Title & Property Interest Report (Page 12)</p> <p>Nature of easement: SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED B FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA) SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA) 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>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>1.3 Restrictive covenant</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Title and Memorandum of Encumbrance</p> <p>Nature of restrictive covenant: Refer to Certificate of Title and Memorandum of Encumbrance</p> <p>Name of person in whose favour restrictive covenant operates: Refer to Certificate of Title and Memorandum of Encumbrance</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>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>

Column 1	Column 2	Column 3
<p>1.4 Lease, agreement for lease, tenancy agreement or licence</p> <p>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><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> 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>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
5. Development Act 1993 (repealed)		
<p>5.1 section 42 - Condition (that continues to apply) of a development authorisation</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to City of Marion Council Searches</p> <p>Condition(s) of authorisation:</p> <p>Refer to City of Marion Council Searches</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>5.6 section 57 - Land management agreement</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> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to City of Marion Council Searches & Land Management Agreement 8425749 & Land Management Agreement 8425749A</p> <p>Date of agreement:</p> <p>Refer to City of Marion Council Searches & Land Management Agreement 8425749 & Land Management Agreement 8425749A</p> <p>Names of parties:</p> <p>Refer to City of Marion Council Searches & Land Management Agreement 8425749 & Land Management Agreement 8425749A</p> <p>Terms of agreement:</p> <p>Refer to City of Marion Council Searches & Land Management Agreement 8425749 & Land Management Agreement 8425749A</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
6. Repealed Act conditions		
<p>6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1967 (repealed)</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>

Column 1	Column 2	Column 3
7. Emergency Services Funding Act 1998		
7.1 section 16 - Notice to pay levy	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Emergency Services Levy Payable</p> <p>Date of notice: 12/11/2025</p> <p>Amount of levy payable: \$0.00</p>	<input checked="" type="checkbox"/> YES YES
19. Land Tax Act 1936		
19.1 Notice, order or demand for payment of land tax	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Land Tax Payable</p> <p>Date of notice, order or demand: 12/11/2025</p> <p>Amount payable (as stated in the notice): \$0.00</p>	<input checked="" type="checkbox"/> YES YES
29. Planning, Development and Infrastructure Act 2016		
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><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to City of Marion Council Searches & Plan SA section 7 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>Refer to City of Marion Council Searches & Plan SA section 7 Report</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? 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? 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? NO</p> <p>Note- For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	<input checked="" type="checkbox"/> NO YES
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
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><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/> YES/NO YES/NO
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p style="font-size: 2em; text-align: center;">N/A</p>		

Column 1	Column 2	Column 3
34. Water Industry Act 2012		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Water and Sewer Charges & Encumbrance Information</p> <p>Date of notice or order: 12/11/2025</p> <p>Name of person or body who served notice or order: SA Water</p> <p>Amount payable (if any) as specified in the notice or order: \$241.26</p> <p>Nature of other requirement made (if any) as specified in the notice or order: Refer to Certificate of Water and Sewer Charges & Encumbrance Information</p>	<input checked="" type="checkbox"/> YES YES

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

Particulars of building indemnity insurance



Note—

Building indemnity insurance is not required for—

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

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

- 1 Name(s) of person(s) insured:
Refer to City of Marion Council Searches & Building Indemnity insurance Certificate
- 2 Name of insurer:
Refer to City of Marion Council Searches & Building Indemnity insurance Certificate
- 3 Limitations on the liability of the insurer:
Refer to City of Marion Council Searches & Building Indemnity insurance Certificate
- 4 Name of builder:
Refer to City of Marion Council Searches & Building Indemnity insurance Certificate
- 5 Builder's licence number:
Refer to City of Marion Council Searches & Building Indemnity insurance Certificate
- 6 Date of issue of insurance:
Refer to City of Marion Council Searches & Building Indemnity insurance Certificate
- 7 Description of insured building work:
Refer to City of Marion Council Searches & Building Indemnity insurance Certificate

Exemption from holding insurance:

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

NO

If **YES**, give details:

(a) Date of the exemption:

(b) Name of builder granted the exemption:

(c) Licence number of builder granted the exemption:

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

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

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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



Enjoyment

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

Value

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

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

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

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 6094 Folio 101

Parent Title(s) CT 6092/278
Creating Dealing(s) RTC 11710697
Title Issued 15/05/2012 Edition 2 Edition Issued 15/05/2017
Diagram Reference D88660 04

Estate Type

FEE SIMPLE

Registered Proprietor

JOSHUA LEIGH KERANOVICH
CAITLIN ELIZABETH ROWETT
OF 2 EGRET COURT HALLETT COVE SA 5158
AS JOINT TENANTS

Description of Land

ALLOTMENT 166 DEPOSITED PLAN 88660
IN THE AREA NAMED HALLETT COVE
HUNDRED OF NOARLUNGA

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED B FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

Schedule of Dealings

Dealing Number	Description
8425749	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
8425749A	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
12715089	ENCUMBRANCE TO ENCUMBRANCE CO. PTY. LTD. (ACN: 086 414 628)
12715090	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

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

Property Interest Report

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

Title Reference	CT 6094/101	Reference No. 2729727
Registered Proprietors	J L*KERANOVICH & ANR	Prepared 12/11/2025 09:42
Address of Property	44 BROOKLYN DRIVE, HALLETT COVE, SA 5158	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

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

7. Emergency Services Funding Act 1998

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

8. Environment Protection Act 1993

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

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

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

17. Land Acquisition Act 1969

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

18. Landscape South Australia Act 2019

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

Act

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

19. **Land Tax Act 1936**

- | | | |
|------|---|--|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

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

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

21. **Local Government Act 1999**

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

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

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

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

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

24. **Mining Act 1971**

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997 (repealed)*

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

36. **Other charges**

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference CT 6094/101
Status CURRENT
Easement YES
Owner Number 17401126
Address for Notices 2 EGRET CT HALLETT COVE, SA 5158
Area 406m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

JOSHUA LEIGH KERANOVICH
CAITLIN ELIZABETH ROWETT
OF 2 EGRET COURT HALLETT COVE SA 5158
AS JOINT TENANTS

Description of Land

ALLOTMENT 166 DEPOSITED PLAN 88660
IN THE AREA NAMED HALLETT COVE
HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 12715088
Dealing Date 20/04/2017
Sale Price \$455,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	8425749	
AGREEMENT	8425749A	
ENCUMBRANCE	12715089	ENCUMBRANCE CO. PTY. LTD. (ACN: 086 414 628)
MORTGAGE	12715090	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1058539601	CURRENT	44 BROOKLYN DRIVE, HALLETT COVE, SA 5158

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1058539601
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2012
Property Location	44 BROOKLYN DRIVE, HALLETT COVE, SA 5158
Local Government	MARION
Owner Names	JOSHUA LEIGH KERANOVICH CAITLIN ELIZABETH ROWETT
Owner Number	17401126
Address for Notices	2 EGRET CT HALLETT COVE, SA 5158
Zone / Subzone	HN - Hills Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5HDG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D88660 ALLOTMENT 166	CT 6094/101

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$340,000	\$790,000			
Previous	\$320,000	\$690,000			

Building Details

Valuation Number	1058539601
Building Style	Conventional
Year Built	2012
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	161 sqm
Number of Main Rooms	5

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

Certificate of Title

Title Reference: CT 6094/101
 Status: CURRENT
 Parent Title(s): CT 6092/278
 Dealing(s) Creating Title: RTC 11710697
 Title Issued: 15/05/2012
 Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
20/04/2017	15/05/2017	12715090	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
20/04/2017	15/05/2017	12715089	ENCUMBRANCE	REGISTERED	ENCUMBRANCE CO. PTY. LTD. (ACN: 086 414 628)
20/04/2017	15/05/2017	12715088	TRANSFER	REGISTERED	JOSHUA LEIGH KERANOVICH, CAITLIN ELIZABETH ROWETT
20/04/2017	15/05/2017	12715087	DISCHARGE OF MORTGAGE	REGISTERED	9773402
27/01/2004	17/02/2004	9773402	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
14/01/1998	13/03/1998	8425749A	AGREEMENT	REGISTERED	
14/01/1998	13/03/1998	8425749	AGREEMENT	REGISTERED	

Certificate of Title

Title Reference: CT 6094/101
Status: CURRENT
Edition: 2

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

Orig. **E 12715089**



12:28 20-Apr-2017
3 of 4

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
3	E

AGENT CODE

LODGED BY: **FMSA102**

CORRECTION TO: North East Conveyancers NELB ✓

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

CORRECTION	PASSED <i>JS</i>
REGISTERED <i>O.B. Smith</i>	5 MAY 2017 

** Delete the inapplicable*

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

DATED.....

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:

Geoff Showell
Registered Conveyancer

for: Hallett Cove Conveyancers

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:

Mark John Paholski / Corinne Ann Dewhurst
Registered Conveyancer

for: NELB Pty Ltd North East Conveyancers

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

THE WHOLE OF THE LAND IN CT Volume 6094 Folio 101

ESTATE & INTEREST

ESTATE IN FEE SIMPLE ✓

ENCUMBRANCER (Full name and address)

JOSHUA LEIGH KERANOVICH AND CAITLIN ELIZABETH ROWETT of 2 Egret Court Hallett Cove SA 5158

ENCUMBRANCEE (Full name, address and mode of holding)

ENCUMBRANCE COMPANY PTY. LTD. ACN 086 414 628 of 32a Kensington Road Rose Park SA 5067

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 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 during the term hereof
Ninety Nine (99) Years ✓

(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:
Commencing on 1st of July next ✓

COVENANTS

As per the covenants attached

Owners Benefit

- 1.1 For the benefit of each of the registered proprietors of the land comprised in all the Allotments forming portion of the land in Deposited Plan 87475 at the Lands Titles Registration Office at Adelaide (in this Memorandum of Encumbrance called "Hallett Cove Heights") AND
- 1.2 For the benefit of all of the successors in title of the registered proprietors of the land in "Hallett Cove Heights" AND
- 1.3 For the purpose of the common building scheme of development of "Hallett Cove Heights"

Owners Obligations - Common Building Scheme

2. The Encumbrancer will not without first obtaining the prior written consent of the Encumbrancee erect or permit to be erected:
 - 2.1 any dwelling house not made of brick or brick veneer unless otherwise approved in writing by the Encumbrancee
 - 2.2 any dwelling house with a roof pitch less than twenty-five degrees
 - 2.3 any dwelling house with a living area of not less than one hundred and twenty metres squared unless otherwise approved in writing by the Encumbrancee
 - 2.4 any dwelling house without at least two of the following items in the front elevation:
 - 2.4.1 Verandah
 - 2.4.2 Portico
 - 2.4.3 Bay Window
 - 2.4.4 Double Hip Roof
 - 2.4.5 such other feature as approved in writing by the Encumbrancee
 - 2.5 any dwelling house without a minimum of one undercover attached carport
3. The Encumbrancer will not erect or permit to be erected:
 - 3.1 any dwelling house, shed, garage, fence or any other structure containing any asbestos material whatsoever
 - 3.2 any shed, garage, outbuilding, fence unless of steel construction and such steel material is "Rivergum" coloured colourbond
 - 3.3 any transportable home or dwelling house
 - 3.4 more than one dwelling house upon the land
 - 3.5 any front fence with exemption for designated "Cottage Allotments"
 - 3.6 any solar heater other than a type which is architecturally integrated with the dwelling and must not be directly visible from any public street or thoroughfare
 - 3.7 any air conditioning unit that is not the same colour as the roof and must not be directly visible from any public street or thoroughfare
 - 3.8 any water tank of a colour not complimentary to that of the dwelling house and must not be directly visible from any public street or thoroughfare
 - 3.9 any retaining wall of second-hand material
 - 3.10 any retaining wall unless made of stone or moss rocks, rendered concrete, clay-fired bricks, hardwood or concrete sleepers or keystone bricks (or their equivalent)unless otherwise approved in writing by the Encumbrancee.

4. The Encumbrancer will not erect or permit to be erected any structure or dwelling house of which the design, external colours, materials and / or appearance is incompatible with other dwellings in the area.
5. The Encumbrancer will not live in any temporary dwelling on the said land

Miscellaneous

6. Approval of plans and building schedules shall not be construed as approval by or on behalf of the City of Marion nor for any other person or body corporate having authority to grant development approval and nothing contained herein shall imply any partnership, joint venture or agency with any other person or body corporate on the part of the Encumbrancee.
7. The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations herein contained or implied.
8. It is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Encumbrancer for or on account of or in any way whatsoever arising out of or connected with any non-observance of or any failure to enforce any other provisions of the Encumbrance or of any other Encumbrance and the Encumbrancer will indemnify and keep indemnified the Encumbrancee and its respective servants and agents from and against all claims for any such loss or damage.
9. Any notice or demand to be given to the Encumbrancer hereunder may be given by posting or delivering the same in writing signed by any officer or agent for and on behalf of the Encumbrancee or the last known place of abode or business of the encumbrancer.
10. Any notice posted as aforesaid shall be deemed to have been received 48 hours after the time of posting.
11. AND IT IS HEREBY AGREED by and between the Encumbrancee and the Encumbrancer that:-
 - a. in the event that the Encumbrancer shall sell or agree to sell the estate or interest of the Encumbrancer in the said land the Encumbrancer shall obtain from the intending purchaser or transferee of the land the subject of the sale or transfer a binding agreement to execute and lodge for registration under the provisions of the Real Property Act 1886 (as amended) forthwith after the registration of the Memorandum of Transfer in respect of the said land the subject of the sale or transfer a Memorandum of Encumbrance containing the same or substantially similar covenants and other stipulations as are contained with the substitution of:
 - (i) the name and address and description of the intending purchaser or transferee of the said land or such part or portion thereof subject to the sale or transfer as Encumbrancer
 - (ii) a description of the said land subject to the sale or transfer in a form required for registration
 - (iii) such further or other consequential amendments as may be required for registration.
 - b. Subject to compliance with part a. of this clause, the Encumbrancer and the successors in title of the Encumbrancer shall be successively released and discharged from the payment of the said annuity and from the observance and performance of the covenants terms and conditions herein contained upon ceasing to be the registered proprietor of the said land to the extent that the said annuity and the covenants terms and conditions shall be binding only upon the current registered proprietor of the said land.

12. AND IT IS HEREBY AGREED and declared between the encumbrancer and the Encumbrancee that the encumbrancer shall be released and discharged from the payment of the said rent charge and from the observance and performance of the several covenants conditions and restrictions hereinbefore contained forthwith upon the encumbrancer and successive assigns respectively ceasing to be registered as the proprietor of the said land to be the intent that the rent charge and covenants conditions and restrictions shall be binding upon the registered proprietor or proprietors of the said land for the time being AND subject as aforesaid the Encumbrancee by virtue of the provisions of the Real Property Act 1886.

In this Instrument:

- (i) Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa:
- (ii) The expression "The Encumbrancer" includes the registered proprietor for the time being of the said land, and if there shall be more than one person responsible hereunder as the encumbrancer or as a successor in title to the encumbrancer, the liability of all such person shall be both joint and several
- (iii) Headings are used for convenience or reference only and shall not affect the interpretation or construction of this encumbrance
- (iv) Each word, phrase, sentence and clause or provision of the encumbrance is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision and such Encumbrance will not affect the other provisions of this Encumbrance. AND SUBJECT AS AFORESAID the Encumbrancee shall be entitled to all powers and remedies given to the Encumbrancee by the Real Property Act 1886 as amended from time to time.

** Delete the inapplicable*

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

DATED..... 20.4.17/.....

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:



Geoff Showell
Registered Conveyancer

for: Hallett Cove Conveyancers

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:



~~Mark John Paholski / Corrinne Ann Dewhurst~~
Registered Conveyancer

for: NELB Pty Ltd North East Conveyancers

on behalf of the Encumbrancee

Series No	8425749
Prefix	AG



NOTES

1. This form

8425749A



48KELL

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

JM
Solicitor/Licensed Land Broker/Applicant
STUART MAN

BELOW THIS LINE FOR OFFICE USE ONLY

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

EF\$76
- 9 MAR 1998

Workfile No 6011

PU=8401751
BC 6/2

25	EXAMINATION	373
<u>CORRECTION</u> 28-2-98	<u>PASSED</u> <i>[Signature]</i>	

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: **JOHN TRELOAR** AGENT CODE
Correction to: **MAEY**

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

ITEM CT/CL REF.	AGENT CODE
5304220	MAEY
40871839	

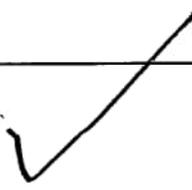
TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 40871839 (5304/220) ✓
- 43081479 ✓
-
-
-

Assessor *[Signature]*

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

-
-
-
-
-



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

De la Cruz pro



REGISTRAR-GENERAL

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
(Pursuant to Section 57(5) of the Development Act 1993)

To the Registrar General:

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

VOLUME 1699 FOLIO 126
 VOLUME 4083 FOLIO 840
 VOLUME 4308 FOLIO 479 ✓
 VOLUME 5304 FOLIO 220 ✓
 VOLUME 5428 FOLIO 797 (formerly Volume 4345 Folio 16)

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

~~NOW WHOLE OF THE LAND IN~~
~~CT. VOL. 5499 FOL. 954~~
 28/10/2013

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

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

Dated the 1st day of December 1997.

NOW WHOLE OF THE LAND IN
CT. VOL. 5499 FOL. 954

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



955
956
958
959

[Signature] Director/Secretary
 _____ Director

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



[Signature] Director/Secretary
 _____ Director

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

Signed in my presence by
Robert Bruce Hunter
Legal Assistant
or
who is either personally known to
me or has satisfied me as to his/
her identity as attorney(s) for
Westpac Banking Corporation

) WESTPAC BANKING CORPORATION
) ARBN 007 457 141
) by its attorney(s)

[Signature]
) Power of Attorney No. **7737419A**

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

JONATHAN SCOTT WATERS
LEGAL ASSISTANT

THIS DEED is made the 1st day of DECEMBER 1997.

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

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

WHEREAS:

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

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

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

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

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

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

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

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

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

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

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

- (e) Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively.
 - (f) Words importing any gender shall include every gender.
 - (g) Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
 - (h) Any clause headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.3 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 1.4 The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

2. The Owner's Obligations

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

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

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

2.2.3 Up to 15 metres of side walls of single-storey dwellings may be located on one side boundary of a site, provided that:

- (a) the side wall is not higher than 3.5 metres above natural ground level;
- (b) the gradient of the natural surface level of the site is less than 1-in-10 in any direction; and
- (c) the set-back to the other side boundary is a minimum of one metre.

2.2.4 Open-sided carports, verandahs and pergolas which require development approval may be located on one side boundary of a site, provided that the structure does not exceed three metres in height on the boundary.

2.2.5 Development should be designed to relate to the slope of the land, so that:

- (a) the amount of cutting and filling of the natural ground profile is minimised; and
- (b) the need for retaining walls is avoided, or the height of retaining walls is minimised.

2.2.6 Development should be designed to minimise energy use for heating, cooling and lighting through the application of an appropriate range of the following techniques:

- (a) use of windows to maximise absorption of heat from the sun in winter on north and east building surfaces;
- (b) use of deciduous trees, pergolas, verandahs and awnings to allow penetration of heat from the sun in winter yet provide shade in summer;
- (c) avoidance of large windows on south and west facing building surfaces, other than in buildings which can take advantage of views; and
- (d) avoidance of overshadowing of windows on the north and east faces of neighbouring buildings, and surfaces used for the collection of solar energy.

2.2.7 Development should be sited so that sunlight is available to the northern facade of the development and any adjacent existing

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

2.2.8 Development should be designed so that as much stormwater as possible is retained on the development site through the application of an appropriate range of the following techniques:

- (a) the collection of roof run-off in rainwater tanks;
- (b) the use of rainwater for domestic purposes;
- (c) the direction of roof run-off onto garden areas; and
- (d) the design of paved areas so that stormwater is directed onto garden areas.

2.2.9 Each dwelling should have provision for car parking on the site of the dwelling at the rate of not less than 0.5 spaces per bedroom (or room that may be used as a bedroom) plus 0.5 spaces per dwelling. Where a second car park is provided in a tandem arrangement on a driveway, then the driveway gradient should be not more than 1-in-10.

2.2.10 The frontage of a dwelling, other than the driveway area should be landscaped to the reasonable satisfaction of the Council within 6 months of the occupation of the dwelling. Landscaping may comprise a combination of vegetation and paved surfaces, however paving should not constitute more than half of the area between the site frontage and the forward-most building alignment of a dwelling. Driveway width should not exceed 50 percent of the frontage of the site.

2.2.11 Development should seek to preserve and maintain existing mature vegetation, and in particular, vegetation which provides a screening effect between sites shall only be removed or cut back to facilitate the establishment of buildings that otherwise comply with the terms of this Deed..

3. Miscellaneous Provisions

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

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

- 3.10 The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiation preparation stamping and registration of this Deed and the implementation including the enforcement of its terms.
- 3.11 The requirements of this Deed are at all times to be construed as additional to the requirements of the Development Act, 1993 and any other legislation affecting the subject land.
- 3.12 Each party shall do and execute all such acts documents and things as shall be necessary to ensure that this Deed is noted against the Certificates of Title for the Residential Superlots pursuant to the provisions of Section 57(5) of the Development Act 1993 in priority to any other registrable interest in the subject land save and except for the estate and interest of the Owner therein.
- 3.13 If the development approvals proposed to be granted by the Council with respect to the Proposal Plan or the residential lots cease to operate pursuant to Section 40(2) of the Act or are cancelled pursuant to Section 43 of the Act then in either event the Council shall upon the request of the Owner and at the cost of the Owner in all things execute and lodge with the Registrar-General an application to rescind this Deed.
- 3.14 The Council shall use its best endeavours to expeditiously prepare a Plan Amendment Report (or vary an existing Plan Amendment Report) to amend the provisions of the Council Development Plan relating to complying development within the Residential (Worthing Mine) Zone.
- 3.15 After authorisation of the Plan Amendment Report referred to in Clause 3.14 hereof the Council shall upon the request of the Owners and at the cost of the Owners in all things execute and lodge with the Registrar General an application to rescind this Deed.



IN WITNESS whereof the parties hereto have executed this Deed.

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

[Handwritten signature]

Mayor
 City Manager



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

X JEW *[Signature]*
.....
[Signature]
.....



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

X JEW *[Signature]*
.....
[Signature]
.....



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

[Signature]
.....
for PERRY BARR PTY LTD

[Signature]
.....
for WOODEND PARK PTY LTD

DEVELOPMENT NO
CITY OF MARION
DEVELOPMENT NO
CITY OF NOARLUNGA



Proposed Plan of Division
HUNDRED OF NOARLUNGA
SECS. 497, 507 & 520
PT. SECS. 488, 496, 519, 571 & 574
LOT COMPRISING PIECES 91 & 92 IN FP 163693
LOTS 5 & 7 IN DP 24408
LOT 254 IN DP 31598
IN THE AREA NAMED

HALLET COVE, SHEIDOW PARK,
REYNELLA AND LONSDALE

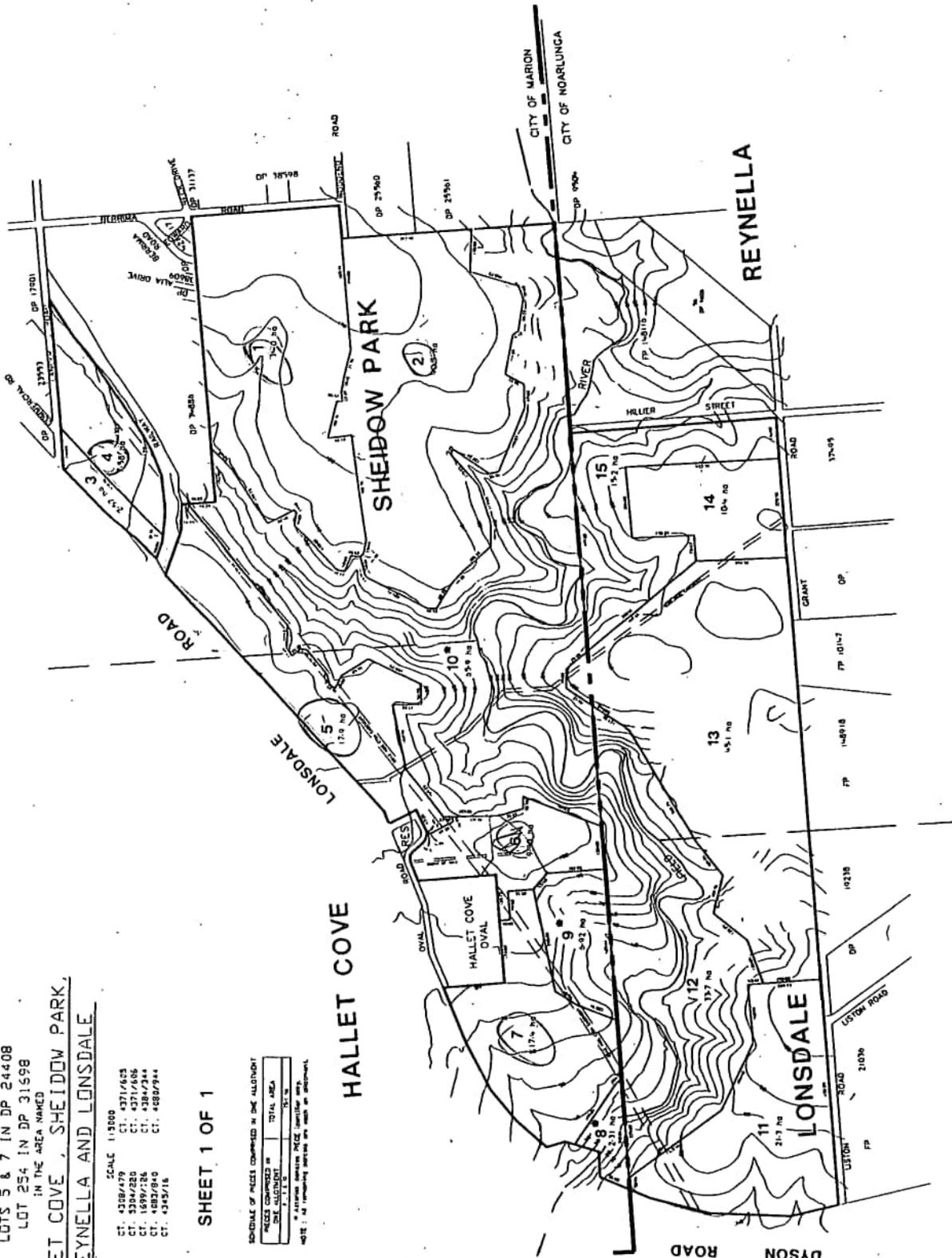
SCALE 1:15000
CT. 43284/779 CT. 4371/623
CT. 43284/220 CT. 4371/686
CT. 43284/226 CT. 43284/244
CT. 43284/840 CT. 43284/944
CT. 43284/716

SHEET 1 OF 1

SCHEDULE OF PIECES COMPRISED IN THE ALLOTMENT

PIECES COMPRISED IN THE ALLOTMENT	TOTAL AREA
1	174.20 ha
2	174.20 ha
3	174.20 ha
4	174.20 ha
5	174.20 ha
6	174.20 ha
7	174.20 ha
8	174.20 ha
9	174.20 ha
10	174.20 ha
11	174.20 ha
12	174.20 ha
13	174.20 ha
14	174.20 ha
15	174.20 ha

* NATIONAL METRIC PIECE IDENTIFIER (MPT)
NOTE: All measurements are in metres unless otherwise stated.



DATA SHOWN HEREON IS APPROXIMATE ONLY
AND IS SUBJECT TO SURVEY

LICENSED SURVEYOR



Alexander Symonds

DATED 15th DECEMBER 1997

BETWEEN:

CITY OF MARION

of the one part

and

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

of the other part

LAND MANAGEMENT AGREEMENT

BY

DEED

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

Series No	8425749
Prefix	AG



NOTES

1. This form

8425749A



48KELL

**LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA**

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

JM
Solicitor/Licensed Land Broker/Applicant
STUART MAN

BELOW THIS LINE FOR OFFICE USE ONLY

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

EF\$76
- 9 MAR 1998

Workfile No 6011

PU=8401751
BC 6/2

25	EXAMINATION	373
<u>CORRECTION</u> 28-2-98	<u>PASSED</u> <i>[Signature]</i>	

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: **JOHN TRELOAR** AGENT CODE
Correction to: **MAEY**

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

ITEM CT/CL REF.	AGENT CODE
5304220	MAEY
40871839	

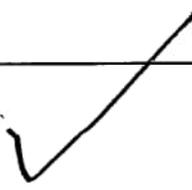
TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 40871839 (5304/220) ✓
- 43081479 ✓
-
-
-

Assessor *[Signature]*

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

-
-
-
-
-



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

De la Cruz pro



REGISTRAR-GENERAL

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT (Pursuant to Section 57(5) of the Development Act 1993)

To the Registrar General:

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

VOLUME 1699 FOLIO 126
VOLUME 4083 FOLIO 840
VOLUME 4308 FOLIO 479
VOLUME 5304 FOLIO 220
VOLUME 5428 FOLIO 797 (formerly Volume 4345 Folio 16)

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

NOW WHOLE OF THE LAND IN CT VOL 5499 FOL 954 28/10/2013

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

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

Dated the 1st day of December 1997.

NOW WHOLE OF THE LAND IN CT VOL 5499 FOL 954

THE COMMON SEAL of the said PERRY BARR PTY LTD was hereunto affixed in the presence of: [Signature] Director/Secretary [Signature] Director



955
956
958
959

THE COMMON SEAL of the said WOODEND PARK PTY LTD was hereunto affixed in the presence of: [Signature] Director/Secretary [Signature] Director



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

Signed in my presence by
Robert Bruce Hunter
Legal Assistant
or
who is either personally known to
me or has satisfied me as to his/
her identity as attorney(s) for
Westpac Banking Corporation

) WESTPAC BANKING CORPORATION
) ARBN 007 457 141
) by its attorney(s)

[Signature]
) Power of Attorney No. **7737419A**

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

JONATHAN SCOTT WATERS
LEGAL ASSISTANT

THIS DEED is made the 1st day of DECEMBER 1997.

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

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

WHEREAS:

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

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

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

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

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

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

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

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

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

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

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

- (e) Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively.
 - (f) Words importing any gender shall include every gender.
 - (g) Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
 - (h) Any clause headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.3 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 1.4 The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

2. The Owner's Obligations

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

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

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

2.2.3 Up to 15 metres of side walls of single-storey dwellings may be located on one side boundary of a site, provided that:

- (a) the side wall is not higher than 3.5 metres above natural ground level;
- (b) the gradient of the natural surface level of the site is less than 1-in-10 in any direction; and
- (c) the set-back to the other side boundary is a minimum of one metre.

2.2.4 Open-sided carports, verandahs and pergolas which require development approval may be located on one side boundary of a site, provided that the structure does not exceed three metres in height on the boundary.

2.2.5 Development should be designed to relate to the slope of the land, so that:

- (a) the amount of cutting and filling of the natural ground profile is minimised; and
- (b) the need for retaining walls is avoided, or the height of retaining walls is minimised.

2.2.6 Development should be designed to minimise energy use for heating, cooling and lighting through the application of an appropriate range of the following techniques:

- (a) use of windows to maximise absorption of heat from the sun in winter on north and east building surfaces;
- (b) use of deciduous trees, pergolas, verandahs and awnings to allow penetration of heat from the sun in winter yet provide shade in summer;
- (c) avoidance of large windows on south and west facing building surfaces, other than in buildings which can take advantage of views; and
- (d) avoidance of overshadowing of windows on the north and east faces of neighbouring buildings, and surfaces used for the collection of solar energy.

2.2.7 Development should be sited so that sunlight is available to the northern facade of the development and any adjacent existing

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

2.2.8 Development should be designed so that as much stormwater as possible is retained on the development site through the application of an appropriate range of the following techniques:

- (a) the collection of roof run-off in rainwater tanks;
- (b) the use of rainwater for domestic purposes;
- (c) the direction of roof run-off onto garden areas; and
- (d) the design of paved areas so that stormwater is directed onto garden areas.

2.2.9 Each dwelling should have provision for car parking on the site of the dwelling at the rate of not less than 0.5 spaces per bedroom (or room that may be used as a bedroom) plus 0.5 spaces per dwelling. Where a second car park is provided in a tandem arrangement on a driveway, then the driveway gradient should be not more than 1-in-10.

2.2.10 The frontage of a dwelling, other than the driveway area should be landscaped to the reasonable satisfaction of the Council within 6 months of the occupation of the dwelling. Landscaping may comprise a combination of vegetation and paved surfaces, however paving should not constitute more than half of the area between the site frontage and the forward-most building alignment of a dwelling. Driveway width should not exceed 50 percent of the frontage of the site.

2.2.11 Development should seek to preserve and maintain existing mature vegetation, and in particular, vegetation which provides a screening effect between sites shall only be removed or cut back to facilitate the establishment of buildings that otherwise comply with the terms of this Deed..

3. Miscellaneous Provisions

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

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

- 3.10 The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiation preparation stamping and registration of this Deed and the implementation including the enforcement of its terms.
- 3.11 The requirements of this Deed are at all times to be construed as additional to the requirements of the Development Act, 1993 and any other legislation affecting the subject land.
- 3.12 Each party shall do and execute all such acts documents and things as shall be necessary to ensure that this Deed is noted against the Certificates of Title for the Residential Superlots pursuant to the provisions of Section 57(5) of the Development Act 1993 in priority to any other registrable interest in the subject land save and except for the estate and interest of the Owner therein.
- 3.13 If the development approvals proposed to be granted by the Council with respect to the Proposal Plan or the residential lots cease to operate pursuant to Section 40(2) of the Act or are cancelled pursuant to Section 43 of the Act then in either event the Council shall upon the request of the Owner and at the cost of the Owner in all things execute and lodge with the Registrar-General an application to rescind this Deed.
- 3.14 The Council shall use its best endeavours to expeditiously prepare a Plan Amendment Report (or vary an existing Plan Amendment Report) to amend the provisions of the Council Development Plan relating to complying development within the Residential (Worthing Mine) Zone.
- 3.15 After authorisation of the Plan Amendment Report referred to in Clause 3.14 hereof the Council shall upon the request of the Owners and at the cost of the Owners in all things execute and lodge with the Registrar General an application to rescind this Deed.



IN WITNESS whereof the parties hereto have executed this Deed.

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

[Handwritten signature]

Mayor
 City Manager



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

X JEW *[Signature]*
.....
[Signature]
.....



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

X JEW *[Signature]*
.....
[Signature]
.....



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

[Signature]
.....
for PERRY BARR PTY LTD

[Signature]
.....
for WOODEND PARK PTY LTD

DEVELOPMENT NO
CITY OF MARION
DEVELOPMENT NO
CITY OF NOARLUNGA



Proposed Plan of Division
HUNDRED OF NOARLUNGA
SECS. 497, 507 & 520
PT. SECS. 488, 496, 519, 571 & 574
LOT COMPRISING PIECES 91 & 92 IN FP 163693
LOTS 5 & 7 IN DP 24408
LOT 254 IN DP 31598
IN THE AREA NAMED

HALLET COVE, SHEIDOW PARK,
REYNELLA AND LONSDALE

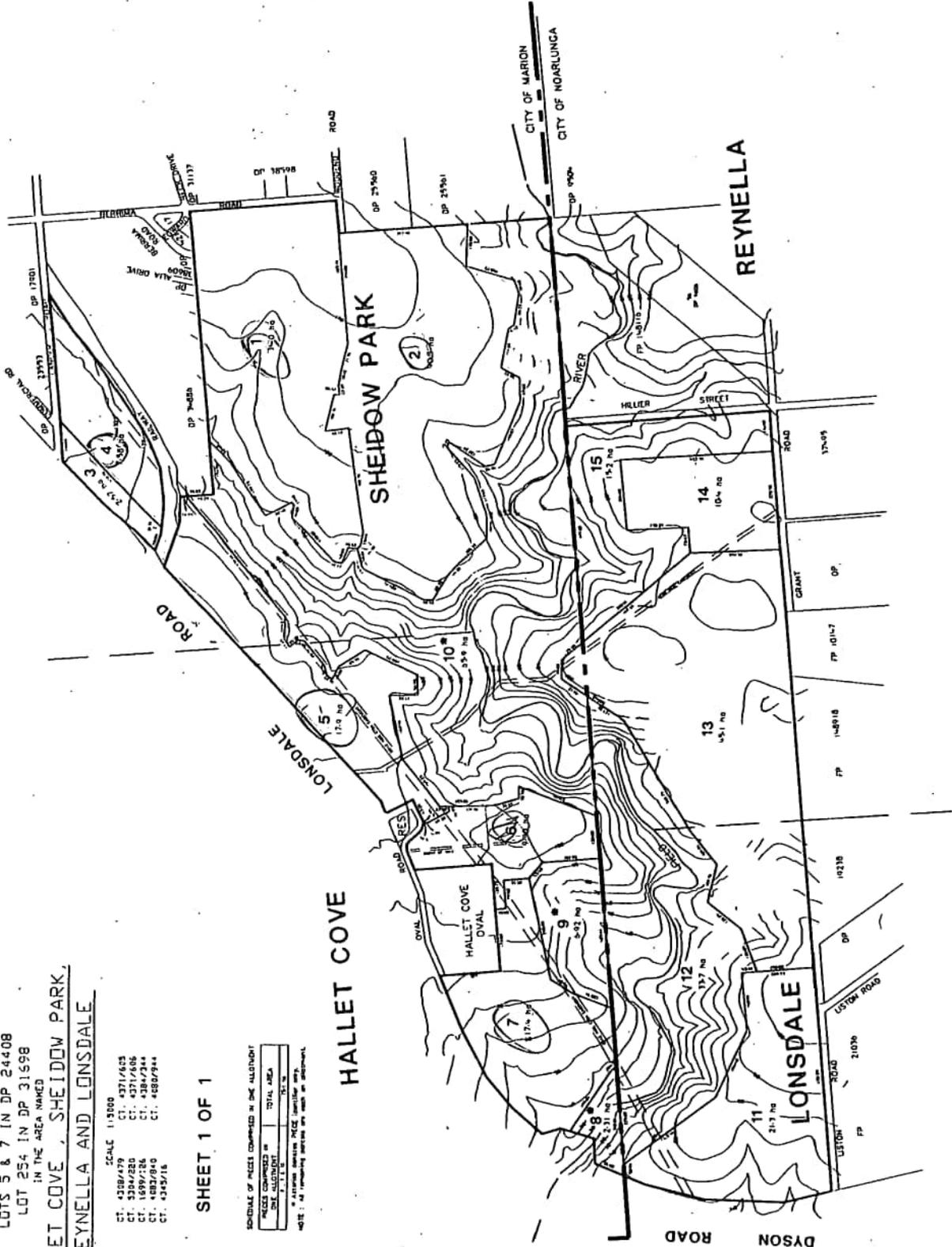
SCALE 1:15000
CT. 43284/779 CT. 4371/623
CT. 43284/220 CT. 4371/686
CT. 43284/226 CT. 43284/244
CT. 43284/840 CT. 43284/944
CT. 43284/716

SHEET 1 OF 1

SCHEDULE OF PIECES COMPRISED IN THE ALLOTMENT

PIECES COMPRISED IN THE ALLOTMENT	TOTAL AREA
1	174.20 ha
2	174.20 ha
3	174.20 ha
4	174.20 ha
5	174.20 ha
6	174.20 ha
7	174.20 ha
8	174.20 ha
9	174.20 ha
10	174.20 ha
11	174.20 ha
12	174.20 ha
13	174.20 ha
14	174.20 ha
15	174.20 ha

* AVERAGE MEASURED PIECE IDENTIFIER ONLY.
NOTE: All measurements are in metres unless otherwise stated.



Alexander Symonds

DATA SHOWN HEREON IS APPROXIMATE ONLY
AND IS SUBJECT TO SURVEY

LICENSED SURVEYOR

DATED 15th DECEMBER 1997

BETWEEN:

CITY OF MARION

of the one part

and

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

of the other part

LAND MANAGEMENT AGREEMENT

BY

DEED

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

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



Certificate No: **107874**
Receipt No:
Reference No:

Date: **Thursday, 13 November 2025**
Fax No:

PO Box 21, Oaklands Park
South Australia 5046
245 Sturt Road, Sturt
South Australia 5047
T (08) 8375 6600
F (08) 8375 6699
E council@marion.sa.gov.au

Eckermann Forms - North East
PO Box 7340
Hutt Street
ADELAIDE SA 5000

CERTIFICATE

Section 187 of the Local Government Act

Assessment Number: **535740**
Valuer General No.: **1058539601**
Property Description: **Lot: 166 DP: 88660 CT: 6094/101**
Property Address: **44 Brooklyn Drive HALLETT COVE 5158**
Owner: **J L Keranovich & C E Rowett**

Additional Information:

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

Rates/Natural Resources Levy:	Total
Rates for the current year (includes Regional Landscape Levy)	\$ 1,828.59
Overdue/Arrears	\$ 0.00
Interest	\$ 0.00
Adjustments	\$ 0.00
Legal Fees	\$ 0.00
Less Payments Received	-\$ 457.59
Less Capping Rebate (if applicable)	\$ 0.00
Less Council Rebate	\$ 0.00
Debtor: Monies outstanding (which are a charge on the land) in addition to Rates due	\$ 0.00
Total Outstanding	\$ 1,371.00

Please be advised: The first instalment is due **1st September 2025** with four quarterly instalments falling due on 01/09/2025, 01/12/2025, 02/03/2026 and 01/06/2026. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

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

BPAY Details for Council Rates:

Billor Code: **9613**

Reference Number: Assessment Number as above

CERTIFICATE

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



Eckermann Forms - North East
PO Box 7340
Hutt Street
ADELAIDE SA 5000

Assessment No: **535740**
 Certificate of Title: **Lot: 166 DP: 88660 CT: 6094/101**
 Property Address: **44 Brooklyn Drive HALLETT COVE 5158**
 Owner: **J L Keranovich & C E Rowett**

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

Development Act 1993 (repealed)		
section 42—Condition (that continues to apply) of a development authorisation?		100/2015/0234, 100/2011/1339
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space		Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space		Nil
section 55—Order to remove or perform work		Nil
section 56—Notice to complete development		Nil
section 57—Land management agreement		See Attached
section 69—Emergency order		Nil
section 71—Fire safety notice		Nil
section 84—Enforcement notice		Nil
section 85(6), 85(10) or 106—Enforcement order		Nil
Part 11 Division 2—Proceedings		Nil
Planning, Development and Infrastructure Act 2016		
Part 5 - Planning and Design Code	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Click the link to check if a Code Amendment applies: Code Amendment Map Viewer
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	Is there a State heritage place on the land or is the land situated in a State heritage area?	
	Is the land designated as a local heritage place?	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		
section 141—Order to remove or perform work		Nil
section 142—Notice to complete development		Nil
section 155—Emergency order		Nil
section 157—Fire safety notice		Nil

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

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

- 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 repealed Development Act 1993 or the Planning, Development and Infrastructure Act 2016)?

NO

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

Note—

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

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

It should be noted that—

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

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

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

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

Sign:



Date: Thursday, 13 November 2025

Data Extract for Section 7 search purposes

Valuation ID 1058539601

Data Extract Date: 13/11/2025

Important Information

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

Parcel ID: D88660 AL166

Certificate Title: CT6094/101

Property Address: 44 BROOKLYN DR HALLETT COVE SA 5158

Zones

Hills Neighbourhood (HN)

Subzones

No

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

NO

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

- 8425749

**DECISION NOTIFICATION FORM
 DEVELOPMENT ACT 1993**

TO:	Oakford Homes PO Box 296 MARDEN SA 5070
------------	---

DEVELOPMENT APPLICATION NUMBER: 100/1339/2011
DATED: 26/07/2011
REGISTERED ON: 16/08/2012

LOCATION OF PROPOSED DEVELOPMENT
44 Brooklyn Drive HALLETT COVE 5158
42 Brooklyn Drive HALLETT COVE 5158
42 Erebus Glen HALLETT COVE 5158
40 Erebus Glen HALLETT COVE 5158
Lot: 166 DP: 88660 CT: 6094/101
Lot: 167 DP: 88660 CT: 6094/102
Lot: 168 DP 88660 CT 6094/103
Lot 169 DP 88660 CT 6094/104

DESCRIPTION OF PROPOSED DEVELOPMENT
To construct three single storey detached dwellings for use as display homes for a temporary period of 36 months with associated on-site customer car parking area for nine (9) vehicles.

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	29/06/2012	15
Building Rules Consent	Granted (by Private Certifier)	14/08/2012	2
DEVELOPMENT APPROVAL	Granted	16/08/2012	17

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

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

DEVELOPMENT APPLICATION NUMBER: 100/1339/2011
APPLICANT: Oakford Homes
LOCATION: 44 Brooklyn Drive HALLETT COVE 5158
42 Brooklyn Drive HALLETT COVE 5158
42 Erebus Glen HALLETT COVE 5158
40 Erebus Glen HALLETT COVE 5158

Lot: 166 DP: 88660 CT: 6094/101
Lot: 167 DP: 88660 CT: 6094/102
Lot: 168 DP 88660 CT 6094/103
Lot 169 DP 88660 CT 6094/104

DESCRIPTION OF DEVELOPMENT:

To construct three single storey detached dwellings for use as display homes for a temporary period of 36 months with associated on-site customer car parking area for nine (9) vehicles.

DECISION: Development Approval Granted
DATE OF DECISION: 16/08/2012

DEVELOPMENT PLAN CONSENT

GRANTED

Reasons For Decision:

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

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

Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/1339/2011 (being drawing number(s) C1106-034-166-169 (rev. A), all drawings labelled 9018-gs and car parking layout prepared by Oakford Homes, received by Council on 21 May 2012) except when varied by the following conditions of consent.

- (2) This consent is valid for a period of 36 months from the date when Full Development Approval is issued. At the conclusion of the 36 months, the approved use and building classification of the building shall revert to Class 1 and 10 (Dwelling and Garage) and the car parking area shall revert to a residential allotment, all advertising signs, and all fencing, pathways, paving (including car park), and floodlighting not associated with the residential use of the building and car park shall be removed and any garages occupied by temporary office areas shall be reinstated as garages.
- (3) All existing vegetation nominated to be retained and all new vegetation to be planted shall be nurtured and maintained in good health and condition at all times with any diseased or dying plants being replaced, to the reasonable satisfaction of the Council.
- (4) A landscaping plan shall be submitted to Council for consideration prior to Development Approval being issued, detailing a mix of native medium and low-level plantings throughout the site.
- (5) Wheel stopping devices shall be placed within each parking bay so as to prevent damage to adjoining fences, buildings or landscaping to the reasonable satisfaction of the Council.
- (6) Driveways, car parking spaces, manoeuvring areas and landscaping areas shall not be used for the storage or display of any goods, materials or waste at any time.
- (7) Designated accessible car parking spaces, including one disabled car parking space, shall be designed and provided in accordance with the provisions contained in Australian Standard AS1428 - 2003.
- (8) All car parking areas, driveways and vehicle manoeuvring areas must be constructed, sealed and drained in accordance with recognised engineering practices prior to the occupation of the premises or the use of the development herein approved.
- (9) The driveways, parking areas and vehicle manoeuvring areas must be maintained in a good condition at all times.
- (10) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (11) All car parking spaces shall be linemarked or delineated in a distinctive fashion prior to occupation of the premises, with the marking maintained in a clear and visible condition at all times.
- (12) The structure shall not be enclosed on any side with any solid material, roller door, or the like at any time unless the further development approval of the Council is obtained.

- (13) All stormwater from buildings and paved areas shall be disposed of in accordance with the approved plans and details prior to the occupation of the premises to the reasonable satisfaction of the Council.
- (14) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.
- (15) Stormwater must be disposed of in such a manner that does not flow or discharge onto land of adjoining owners, lie against any building or create insanitary conditions.

BUILDING RULES CONSENT

GRANTED

Conditions of Consent:

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

NOTES:

General:

- (1) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles should be provided. In the case where no driveway invert exists, the kerb can be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if a paved Council footpath exists, this should also be removed in alignment with the removed section of kerb. The applicant should also take note of other information provided regarding use of, damage to and construction on Council owned land.
- (2) In assessing your application it has been determined that it is likely that you will be undertaking work that may affect the stability of adjoining land. Section 60 of the Development Act 1993 and Regulation 75 of the Development Regulations 2008, prescribe that your neighbour has a right to be notified by you 28 days prior to you undertaking that work. This is to enable your neighbour to obtain a report for which you are obliged to pay, that specifies any work that is required to be undertaken to ensure the stability of your neighbour's property is maintained during and following the undertaking of the work you propose. You should make yourself aware of these requirements before proceeding.

- (3) Council requires at least one business days notice of the following stages of building work:-
- a) prior to the placement of any concrete for footings or other structural purposes (Note - Where an engineer carries out an inspection, Council will also require a copy of the inspection certificate); and
 - b) at the completion of wall and roof frames prior to the fixing of any internal linings.
- (4) On completion of building work, the Development Act requires that a signed Statement of Compliance from the licensed builder be provided to the relevant authority declaring that the building work carried out is in accordance with the relevant approvals (pursuant to Regulation 83AB of the Development Regulations 2008).

Mandatory Notifications

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

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

Appeal Rights:

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

DECISION NOTIFICATION FORM

For Development Application Dated : Development No: 100/1339/2011
Registered On :

To: OAKFORD HOMES
PO BOX 296
MARDEN SA 5070

LOCATION OF PROPOSED DEVELOPMENT:

Lot Nos 166 & 167: Street: BROOKLYN DRIVE Suburb: HALLETT COVE
Lot No: 168: Street: EREBUS GLEN Suburb: HALLETT COVE
Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT

3 SINGLE STOREY DWELLINGS – DISPLAY HOMES

In respect of this proposed development you are informed that:

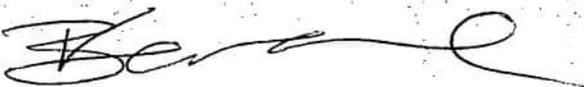
NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
DEVELOPMENT PLAN CONSENT	----	----	----
BUILDING RULES CONSENT	14/8/12	2	----
LAND DIVISION (TORRENS / STRATA)	----	----	----
PUBLIC SPACE	N/A	----	----
OTHER	N/A	----	----
	----	* See notes	----

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

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

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

Signed:



Date: 14 August, 2012

- () Development Assessment Commission or Delegate
() Council Chief Executive Officer or Delegate
(*) Private Certifier (SL)
() Sheets Attached

■ IAN DODD Director
■ PETER HARMER Director
■ VIC BARONE Director

20 Greenhill Road
Wayville SA 5034
Postal PO Box 109
Goodwood SA 5034
Telephone 08 8273 0888
Facsimile 08 8273 0800
admin@katnichdodd.com.au
www.katnichdodd.com.au





DEVELOPMENT ACT, 1993
SECTION 42
CONDITIONS OF BUILDING RULES CONSENT

BUILDING WORK: 3 SINGLE STOREY DWELLINGS – DISPLAY HOMES
SITE ADDRESS: LOTS 166 & 167 BROOKLYN DRIVE AND
LOT 168 EREBUS GLEN - HALLETT COVE
APPLICANT: OAKFORD HOMES
OWNER: OAKFORD HOMES
CLASSIFICATION: 1a & 10a
DEVELOPMENT APPLN: 100/1339/2011 DATED: 29/06/2012
ISSUED BY: CITY OF MARION

CONDITION(S)

1..The engineer shall inspect and certify that the footings have been founded on a suitable foundation for the proposed construction prior to the placement of reinforcement.

BCA-P2.1

2..The roof trusses shall :

- be a proprietary product designed by a trained user using certified software complying with ABCB Protocol for Structural Software and manufactured by a licensed manufacturer to the provisions of AS1720.1 and AS1649,
- have the top and bottom chords and webs restrained in accordance with the requirements of the truss design parameters
- be provided with top and bottom chord bracing in accordance with AS4440 and the manufacturer's specification,
- be transported stored, erected and installed in accordance with AS4440 and the manufacturer's specification

BCA-P2.1

Notes

Pursuant to Section 68 of the Development Act a Certificate of Occupancy **will not be** issued for this building as the building is to be occupied as a show home only on a temporary basis.

The certified drawings/ documents will be issued by the Council with the notification of development approval.

The person proposing to undertake building work (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74. These include 1 business days notice of -:

- intended commencement of building work. Notice must include information on the persons who are proposed to sign the Regulation 83AB Statement of Compliance (where applicable),
- completion of all roof framing, Notice must be accompanied within 1 business day by a completed registered building work supervisors checklist relating to the roof framing and the subject roof framing must not be concealed for 2 business days,
- completion of building work, and
- other stages specified by Council

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

- the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work to which the statement relates, or
- if there is no such licensed building work contractor, such as where the relevant work is to be carried out by an owner builder, by a registered building work supervisor or private certifier in accordance with the attached pro-forma, which must also be signed by the owner of the relevant land, or by someone acting on his or her behalf.

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

This consent is issued on the understanding that the proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards

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

No portion of the building or structure (including footings and drainage) shall extend over the property boundary **A boundary survey by a licensed land surveyor is recommended when building to the boundary**

A retaining wall less than 1000 mm high on the site boundary is pursuant to Schedule 3 deemed *not* to be *development* however under the provisions of Section 60 and Regulation 75 the associated excavation/ filling is deemed to be building work which affects the stability of the adjoining land and requires notice to be served on the adjoining owner.

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

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

A sealed stormwater system will require inspection points at strategic locations to allow for ease of ongoing maintenance. The location and design of the points should be discussed with the design engineer to ensure maximum efficiency.

The required rainwater tanks to be plumbed into the dwelling in accordance with AS3500 must be provided with an overflow device connected into the stormwater disposal system and mosquito proof, non-degradable screens on the inlet and overflow. Supporting structures must be a proprietary product and / or comply with relevant Australian Standards

AS3660.1- 'Termite Management - New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis. The owner may also wish to seek advice regarding the potential for attack by termites to non-primary structural elements of the building and the precautions available.

Building work adjacent to a property boundary is proposed and this may compromise the effectiveness of the termite barrier. Documentation on the limitations of the termite barrier installed in this regard should be provided to the building owner.

Prior to manufacture, the person who is engaged to manufacture the roof trusses must furnish the council and the person responsible for the subject building work with the information required by the Ministers Schedule 5 roof framing checklist. Where these truss details differ to those approved with this consent, the amended details should also be forwarded to this office for approval.

The timber roof trusses shall be transported, stored, erected, lifted, handled, installed and braced in accordance with roof truss design requirements, AS4440, the manufacturers specifications and good trade practice. Particular attention should be paid to the co-ordination of trades to ensure that chord and web restraints are provided in accordance with the truss design parameters and the top and bottom chords are restrained and braced in accordance with AS4440 and the manufacturers specifications

The roof trusses shall be stored, erected, installed and braced in accordance with AS4440, the manufacturers specifications and good trade practice. Particular attention should be paid to the co-ordination of trades to ensure that chord and web restraints are provided in accordance with the truss design parameters and the top and bottom chords are braced in accordance with AS4440 and the manufacturers specifications

It is recommended that regular inspection of the roof trusses, particularly at high load areas such as girder trusses, are conducted by a suitably qualified person as per Workplace Services Hazard Alert, July 2002.

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

The assessment of the timber framing has been based on the understanding that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

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

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

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

The articulation or control joints in the masonry walls shall be installed in accordance with the Site Investigation and Footing Construction Report

All glazing shall be glazed in accordance with AS1288- 2006, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower

Energy efficiency construction requirements include -:

- Roof and wall Insulation must comply with AS/NZS 4859.1 and be installed in accordance with BCA Clause 3.12.1.1
- If windows do not comply with AS2047 a seal will be required to be fitted to each edge of openable windows serving a conditioned space or habitable room
- Door and window seals to be foam, rubber compressible strip, fibrous seal or the like

The buildings domestic services must have the following energy efficiency features -:

- heating and cooling ductwork thermally insulated in accordance with BCA Table 3.12.5.2 and installed and sealed in accordance with BCA Clause 3.12.5.3

The hot water system/heated water service must be designed and installed in accordance with the Waterworks Act 1932, the Waterworks Regulations 1996 and Directions issued by SA Water Corp and Part SA 3.12.5.6 of Volume 2 of the BCA which prescribes minimum energy efficiency levels

Artificial Lighting

Illumination power density shall not exceed 5 W/m² for Class 1, 4 W/m² for attached verandah or balcony and 3W/m² for Class 10

Artificial lighting around building perimeter to be controlled by daylight sensor or have average light source efficacy of not less than 40 Lumens/W s

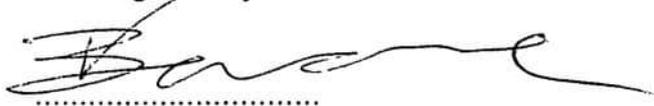
Flexible ductwork used for the transfer of products initiating from a heat source that contains a flame must comply with the fire hazard properties set out in AS4254.

Heating appliances shall be installed in accordance with Part 3.7.3 of the BCA.

This consent is based on the understanding that there are no brush fences within 3m of the proposed building works. For existing brush fences located within 3m of the existing building, we recommend that works be undertaken as appropriate to reduce the risk of fire spread to the existing dwelling when any repair or replacement works associated with the fence are undertaken in the future

This report does not imply compliance with the Electricity Act, 1996 as amended or the regulations thereunder (including Regulations prescribed for purposes of Section 86) or the Occupational Health, Safety & Welfare Act 1986 or the regulations thereunder. It is the responsibility of the applicant, owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors



Vic Barone
14 August, 2012

**Residential Builders' Warranty
Insurance
Certificate of Insurance**

Policy Number 680036136BWI-188

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



NEVARC CONSTRUCTIONS
306-312 PAYNEHAM ROAD
MARDEN SA 5070

Name of Intermediary
MGA INSURANCE BROKERS
PO BOX 309
KENT TOWN SA 5071

Account Number
684459582
Date Issued
04/07/2012

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

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

In Respect of	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At	LOT 166, BROOKLYN DRIVE HALLETT COVE SA 5158
Carried Out By	BUILDER NEVARC CONSTRUCTIONS PTY LTD ABN: 64 007 789 013
Declared Contract Price	\$183,950.00
Contract Date	18/05/2011
Builders Registration No.	UBLD8890
Building Owner / Beneficiary	NEVARC CONSTRUCTIONS

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

For and behalf of

QBE Insurance (Australia) Limited.

IMPORTANT NOTICE:

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

OM1824-1207

**Residential Builders' Warranty
Insurance
Certificate of Insurance**

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



Policy Number 680036136BWI-186

NEVARC CONSTRUCTIONS
306-312 PAYNEHAM ROAD
MARDEN SA 5070

Name of Intermediary
MGA INSURANCE BROKERS
PO BOX 309
KENT TOWN SA 5071

Account Number
684459582
Date Issued
04/07/2012

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

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

In Respect of	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At	LOT 168, EREBUS GLEN HALLETT COVE SA 5158
Carried Out By	BUILDER NEVARC CONSTRUCTIONS PTY LTD ABN: 64 007 789 013
Declared Contract Price	\$208,540.00
Contract Date	18/05/2011
Builders Registration No.	U BLD8890
Building Owner / Beneficiary	NEVARC CONSTRUCTIONS

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

For and behalf of

QBE Insurance (Australia) Limited.

IMPORTANT NOTICE:

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

**Residential Builders' Warranty
Insurance
Certificate of Insurance**

Policy Number 680036136BWI-187

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



NEVARC CONSTRUCTIONS
306-312 PAYNEHAM ROAD
MARDEN SA 5070

Name of Intermediary
MGA INSURANCE BROKERS
PO BOX 309
KENT TOWN SA 5071

Account Number
684459582
Date Issued
04/07/2012

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

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

In Respect of	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At	LOT 167, BROOKLYN DRIVE HALLETT COVE SA 5158
Carried Out By	BUILDER NEVARC CONSTRUCTIONS PTY LTD ABN: 64 007 789 013
Declared Contract Price	\$198,850.00
Contract Date	18/05/2011
Builders Registration No.	UBLD8890
Building Owner / Beneficiary	NEVARC CONSTRUCTIONS

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

For and behalf of

QBE Insurance (Australia) Limited.

IMPORTANT NOTICE:

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

QM1824-1207

Series No. **8425749**

Prefix **AG**



NOTES

1. Title **8425749A**



LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1988

Stuart Main
Solicitor/Licensed Land Broker/Applicant
STUART MAIN

BELOW THIS LINE FOR OFFICE USE ONLY

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

EF 76
9 MAR 1998

~~PU 8401751~~
BC 6/2

25 EXAMINATION **373**

CORRECTION 28-2-98	PASSED <i>[Signature]</i>
------------------------------	------------------------------

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: **John The Loan** AGENT CODE

Correction to: **MAEY**

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

- 4083/829 (5304/220) ✓**
- 43081/499 ✓**
-
-
-

Assessor *[Signature]*

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

-
-
-
-
-

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

ITEM CANCEL REF.	AGENT CODE
5304/220	MAEY
4083/829	

SPSA 002509

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

[Handwritten signature]



REGISTRAR-GENERAL

DATED 1st DECEMBER 1997

BETWEEN:

CITY OF MARIÓN

of the one part

and

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

of the other part

LAND MANAGEMENT AGREEMENT

BY

DEED

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

0603BAZS
28/07/97
smm/cco

9 of 9

DEVELOPMENT No.
CITY OF MARION
DEVELOPMENT No.
CITY OF MARION
CITY OF MARION

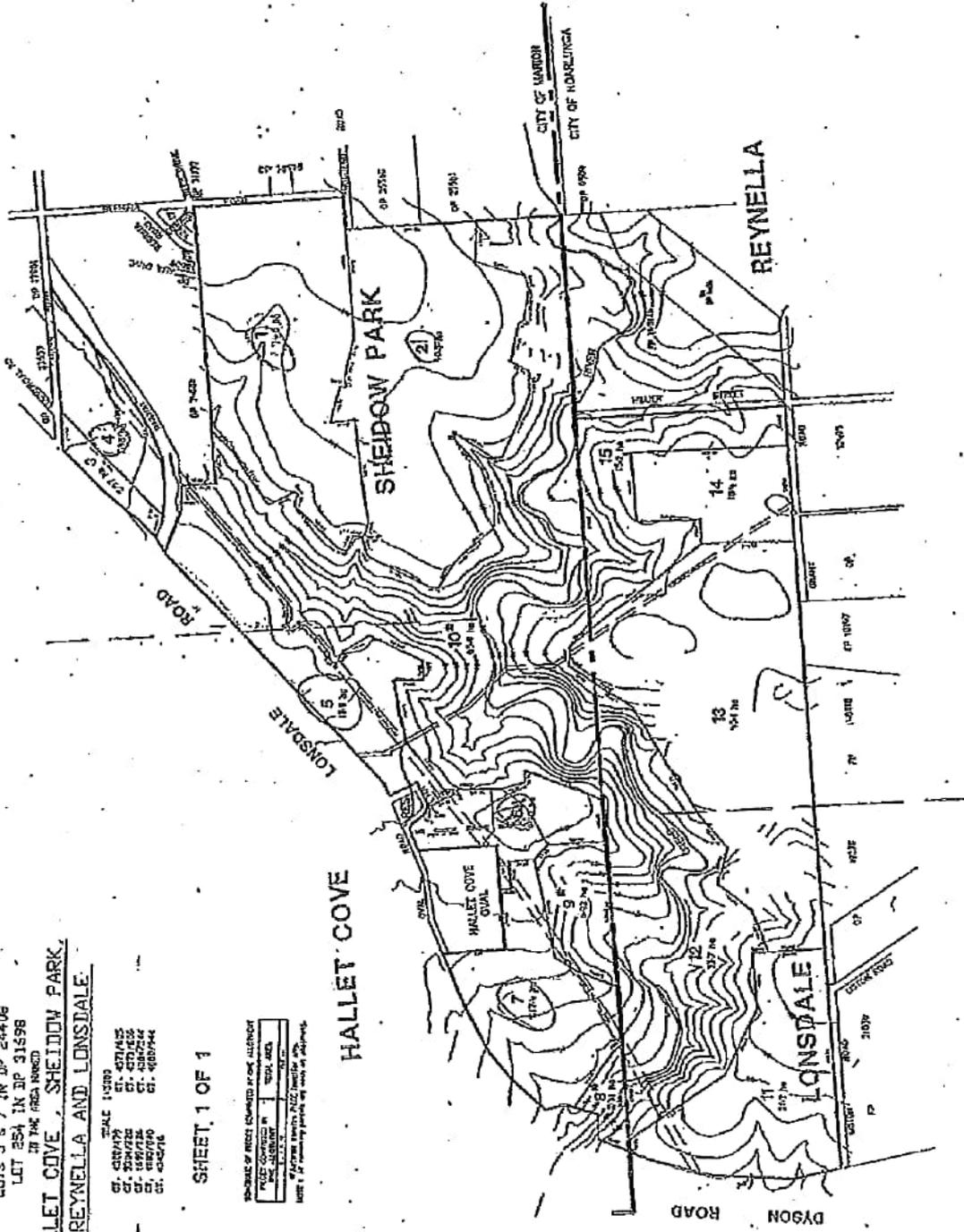


Proposed Plan of Division
HUNDRED OF MARION
SECS. 497, 507 & 520
PT. SECS. 488, 496, 519, 571 & 574
LOT COMPRISING PIECES 91 & 92 IN TP 153693
LOTS 5 & 7 IN DP 24408
LOT 25A IN DP 31498
IN THE AREA BOUNDED BY
**HALLET COVE, SHELDON PARK,
REYNELLA AND LONSDALE.**

SCALE 1:5000
G. 437417 G.T. 437415
G. 332428 G.T. 437422
G. 437428 G.T. 437434
G. 437434 G.T. 437440
G. 437440 G.T. 437446

SHEET 1 OF 1

BOUNDARY OF AREA SHOWN BY THE ALLEGED
PLAT CORRECTED IN THE AREA
DATE OF CORRECTION: 23/09/96
FILE NO: E:\VPCS\WIPR001



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

* DATA SHOWN HEREIN IS APPROXIMATE ONLY
AND IS SUBJECT TO SURVEY

PLANNED 23/09/96 FILE E:\VPCS\WIPR001

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

X JEW
.....
M. P. Ireland



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

X JEW
.....
J. E. Wynne
.....
M. P. Ireland



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

.....
J. E. Wynne
for PERRY BARR PTY LTD

.....
J. E. Wynne
for WOODEND PARK PTY LTD

- 3.10 The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiation preparation stamping and registration of this Deed and the implementation including the enforcement of its terms.
- 3.11 The requirements of this Deed are at all times to be construed as additional to the requirements of the Development Act, 1993 and any other legislation affecting the subject land.
- 3.12 Each party shall do and execute all such acts documents and things as shall be necessary to ensure that this Deed is noted against the Certificates of Title for the Residential Superlots pursuant to the provisions of Section 57(5) of the Development Act 1993 in priority to any other registrable interest in the subject land save and except for the estate and interest of the Owner therein.
- 3.13 If the development approvals proposed to be granted by the Council with respect to the Proposal Plan or the residential lots cease to operate pursuant to Section 40(2) of the Act or are cancelled pursuant to Section 43 of the Act then in either event the Council shall upon the request of the Owner and at the cost of the Owner in all things execute and lodge with the Registrar-General an application to rescind this Deed.
- 3.14 The Council shall use its best endeavours to expeditiously prepare a Plan Amendment Report (or vary an existing Plan Amendment Report) to amend the provisions of the Council Development Plan relating to complying development within the Residential (Worthing Mine) Zone.
- 3.15 After authorisation of the Plan Amendment Report referred to in Clause 3.14 hereof the Council shall upon the request of the Owners and at the cost of the Owners in all things execute and lodge with the Registrar General an application to rescind this Deed.



IN WITNESS whereof the parties hereto have executed this Deed.

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

[Handwritten signature]

Mayor
 City Manager



0503BAZS
 25/07/97
 smm/cc

7 of 9

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

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

2.2.8 Development should be designed so that as much stormwater as possible is retained on the development site through the application of an appropriate range of the following techniques:

- (a) the collection of roof run-off in rainwater tanks;
- (b) the use of rainwater for domestic purposes;
- (c) the direction of roof run-off onto garden areas; and
- (d) the design of paved areas so that stormwater is directed onto garden areas.

2.2.9 Each dwelling should have provision for car parking on the site of the dwelling at the rate of not less than 0.5 spaces per bedroom (or room that may be used as a bedroom) plus 0.5 spaces per dwelling. Where a second car park is provided in a tandem arrangement on a driveway, then the driveway gradient should be not more than 1-in-10.

2.2.10 The frontage of a dwelling, other than the driveway area should be landscaped to the reasonable satisfaction of the Council within 6 months of the occupation of the dwelling. Landscaping may comprise a combination of vegetation and paved surfaces, however paving should not constitute more than half of the area between the site frontage and the forward-most building alignment of a dwelling. Driveway width should not exceed 50 percent of the frontage of the site.

2.2.11 Development should seek to preserve and maintain existing mature vegetation, and in particular, vegetation which provides a screening effect between sites shall only be removed or cut back to facilitate the establishment of buildings that otherwise comply with the terms of this Deed.

3. Miscellaneous Provisions

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

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

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

2.2.3 Up to 15 metres of side walls of single-storey dwellings may be located on one side boundary of a site, provided that:

- (a) the side wall is not higher than 3.5 metres above natural ground level;
- (b) the gradient of the natural surface level of the site is less than 1-in-10 in any direction; and
- (c) the set-back to the other side boundary is a minimum of one metre.

2.2.4 Open-sided carports, verandahs and pergolas which require development approval may be located on one side boundary of a site, provided that the structure does not exceed three metres in height on the boundary.

2.2.5 Development should be designed to relate to the slope of the land, so that:

- (a) the amount of cutting and filling of the natural ground profile is minimised; and
- (b) the need for retaining walls is avoided, or the height of retaining walls is minimised.

2.2.6 Development should be designed to minimise energy use for heating, cooling and lighting through the application of an appropriate range of the following techniques:

- (a) use of windows to maximise absorption of heat from the sun in winter on north and east building surfaces;
- (b) use of deciduous trees, pergolas, verandahs and awnings to allow penetration of heat from the sun in winter yet provide shade in summer;
- (c) avoidance of large windows on south and west facing building surfaces, other than in buildings which can take advantage of views; and
- (d) avoidance of overshadowing of windows on the north and east faces of neighbouring buildings, and surfaces used for the collection of solar energy.

2.2.7 Development should be sited so that sunlight is available to the northern facade of the development and any adjacent existing

- (e) Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively.
 - (f) Words importing any gender shall include every gender.
 - (g) Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
 - (h) Any clause headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.3 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 1.4 The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

2. The Owner's Obligations

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

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

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

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

06038AZS
25/07/97
smm/co

2 of 9

THIS DEED is made the 1st day of DECEMBER 1997.

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

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

WHEREAS:

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

- VOLUME 1689 FOLIO 126
- VOLUME 4083 FOLIO 840
- VOLUME 4308 FOLIO 479
- VOLUME 4345 FOLIO 16
- VOLUME 5304 FOLIO 220

S.A. STAMP DUTY PAID \$10.00
 ORIGINAL STAMPED (Copy 1 of 1)
 18/12/97 16:24:41 17/997.1
 REG

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

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

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

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

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

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

0608BAZS
28/07/97
smm/cc

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

signed in my presence by
[Signature]
of
who is either personally known to
me or has satisfied me as to his/
her identity, as attorney(s) for
Westpac Banking Corporation

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

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

JONATHAN SCOTT WATERS
LEGAL ASSISTANT

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
(Pursuant to Section 57(5) of the Development Act 1993)

To the Registrar General:

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

VOLUME 1699 FOLIO 126	VOLUME 4080 FOLIO 944
VOLUME 4083 FOLIO 840	VOLUME 4384 FOLIO 344
VOLUME 4308 FOLIO 479 ✓	VOLUME 5409 FOLIO 384 (formerly
VOLUME 5304 FOLIO 220 ✓	Volume 4371 Folio 606)
VOLUME 5428 FOLIO 797 (formerly	VOLUME 5409 FOLIO 785 (formerly
Volume 4345 Folio 16)	Volume 4371 Folio 605)

23/12/97
10/3

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

804

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

Dated the 1st day of December 1997.

NOW WHOLE OF THE LAND IS
IN VOL. 5499 FOLIO 957

955
956
958
959

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



[Signature]
Director/Secretary
[Signature]
Director

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



[Signature]
Director/Secretary
[Signature]
Director

**DECISION NOTIFICATION FORM
 DEVELOPMENT ACT 1993**

TO:	Oakford Homes PO Box 296 MARDEN SA 5070
------------	---

DEVELOPMENT APPLICATION NUMBER: 100/234/2015
DATED: 10/02/2015
REGISTERED ON: 10/02/2015

LOCATION OF PROPOSED DEVELOPMENT
42-44 Brooklyn Drive and 40-42 Erebus Glen, HALLETT COVE 5158 Lot: 166-169 DP: 88660 CT: 6094/101, 6094/102, 6094/103, 6094/104

DESCRIPTION OF PROPOSED DEVELOPMENT
Variation to DA 100/2011/1339 - three dwellings and car park for use as display homes - to vary condition 2, to extend the consent for use for an additional 24 months

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	18/02/2015	15
Building Rules Consent	N/A	-	-
DEVELOPMENT APPROVAL	Granted	18/02/2015	15

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

DEVELOPMENT APPLICATION NUMBER: 100/234/2015
APPLICANT: Oakford Homes
LOCATION: 42-44 Brooklyn Drive and 40-42 Erebus Glen,
HALLETT COVE 5158 Lot: 166-169 DP:
88660 CT: 6094/101, 6094/102, 6094/103,
6094/104
DESCRIPTION OF DEVELOPMENT: Variation to DA 100/2011/1339 - three
dwellings and car park for use as display
homes - to vary condition 2, to extend the
consent for use for an additional 24 months
DECISION: Development Approval Granted
DATE OF DECISION: 18/02/2015

DEVELOPMENT PLAN CONSENT

GRANTED

Reasons For Decision:

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

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

Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/1339/2011 (being drawing numbers C1106-034-166-169 (rev. A), all drawings labelled 9018-gs and car parking layout prepared by Oakford Homes, received by Council on 21 May 2012), except when varied by the following conditions of consent.
- (2) This consent is valid for a period of 24 months from the date when Full Development Approval is issued. At the conclusion of the 24 months, the approved use and building classification of the building shall revert to Class 1 and 10 (Dwelling and Garage) and the car parking area shall revert to a residential allotment, all advertising signs, fencing, pathways, paving (including car park) and floodlighting not associated with the residential use of the buildings and car park shall be removed and any garages occupied by temporary office areas shall be reinstated as garages.

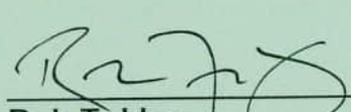
- (3) All existing vegetation nominated to be retained and all new vegetation to be planted shall be nurtured and maintained in good health and condition at all times with any diseased or dying plants being replaced, to the reasonable satisfaction of the Council.
- (5) Wheel stopping devices shall be placed within each parking bay so as to prevent damage to adjoining fences, buildings or landscaping to the reasonable satisfaction of the Council.
- (6) Driveways, car parking spaces, manoeuvring areas and landscaping areas shall not be used for the storage or display of any goods, materials or waste at any time.
- (7) Designated accessible car parking spaces, including one disabled car parking space, shall be designed and provided in accordance with the provisions contained in Australian Standard AS1428 - 2003.
- (8) All car parking areas, driveways and vehicle manoeuvring areas must be constructed, sealed and drained in accordance with recognised engineering practices prior to the occupation of the premises or the use of the development herein approved.
- (9) The driveways, parking areas and vehicle manoeuvring areas must be maintained in a good condition at all times.
- (10) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (11) All car parking spaces shall be linemarked or delineated in a distinctive fashion prior to occupation of the premises, with the marking maintained in a clear and visible condition at all times.
- (12) The structure shall not be enclosed on any side with any solid material, roller door, or the like at any time unless the further development approval of the Council is obtained.
- (13) All stormwater from buildings and paved areas shall be disposed of in accordance with the approved plans and details prior to the occupation of the premises to the reasonable satisfaction of the Council.
- (14) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.
- (15) Stormwater must be disposed of in such a manner that does not flow or discharge onto land of adjoining owners, lie against any building or create insanitary conditions.

Appeal Rights:

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

Approval Timeframes:

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

Signed:	 Rob Tokley Delegate
Date:	18/12/15



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2729727

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

12/11/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
17401126	J KERANOVICH & C ROWETT			
PROPERTY DESCRIPTION				
44 BROOKLYN DR / HALLETT COVE SA 5158 / LT 166 D88660				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1058539601	CT 6094/101	\$790,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	267.30	
FINANCIAL YEAR	- REMISSION	\$	160.85	
2025-2026	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-156.45	
	= <u>AMOUNT PAYABLE</u>	\$	0.00	

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

EXPIRY DATE 10/02/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billor Code: 456285 Ref: 7011113219</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	--	--

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2729727

DATE OF ISSUE

12/11/2025

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
J KERANOVICH & C ROWETT

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
44 BROOKLYN DR / HALLETT COVE SA 5158 / LT 166 D88660

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1058539601	CT 6094/101	\$340,000.00	0.0406 HA

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

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

Please Note:

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

ON OR BEFORE 10/02/2026



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7011113128</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
---	--	---

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Account Number 10 58539 60 1	L.T.O Reference CT6094101	Date of issue 12/11/2025	Agent No. 7793	Receipt No. 2729727
--	------------------------------	-----------------------------	-------------------	------------------------

ECKERMANN FORMS
 PO BOX 191
 CAMPBELLTOWN SA 5074
 searches@eckermannforms.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: J L KERANOVICH
Location: 44 BROOKLYN DR HALLETT COVE LT 166 D88660
Description: 5HDG **Capital Value:** \$ 790 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

		Arrears as at: 30/6/2025	:	\$	0.00
Water main available:	29/11/2012	Water rates	:		164.60
Sewer main available:	13/12/2012	Sewer rates	:		233.06
		Water use	:		85.60
		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	:		242.00CR
		Balance outstanding	:		241.26

Degree of concession: 00.00%
 Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 82.30 Sewer: 116.53 Bill: 4/2/2026

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

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

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

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.

South Australian Water Corporation

Name:

J L KERANOVICH

Water & Sewer Account

Acct. No.: 10 58539 60 1

Amount: _____**Address:**44 BROOKLYN DR HALLETT COVE LT 166
D88660

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1058539601

**Bill code: 8888**
Ref: 1058539601

Telephone and Internet Banking — BPAY®

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

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

SA Water account number: 1058539601