



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 6024 Folio 274

**Parent Title(s)** CT 6007/813  
**Creating Dealing(s)** AP 11037386  
**Title Issued** 21/11/2008      **Edition** 5      **Edition Issued** 16/11/2022

## Estate Type

FEE SIMPLE

## Registered Proprietor

MIGUEL ANGEL CHAVEZ  
NATARCHA EDEN CHAVEZ  
OF 3 PACIFIC PRINCESS PARADE SELICKS BEACH SA 5174  
AS JOINT TENANTS

## Description of Land

LOT 127 PRIMARY COMMUNITY PLAN 22821  
IN THE AREA NAMED SELICKS BEACH  
HUNDRED OF WILLUNGA

## Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A ON CP 22821 FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

## Schedule of Dealings

Dealing Number	Description
10180932	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
11403721	ENCUMBRANCE TO BLUEWATER DEVELOPMENTS (SA) PTY. LTD.
13916181	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

## Notations

**Dealings Affecting Title** NIL

**Priority Notices** NIL

### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
18/03/2005	10187213	SCHEME DESCRIPTION	FILED
18/03/2005	10187214	BY-LAWS	FILED
14/05/2008	10957400	DEVELOPMENT CONTRACT	FILED

**Registrar-General's Notes** NIL

**Administrative Interests** NIL

## **For your information:**

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

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

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

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

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

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

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

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

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

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

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

Electronic settlement of funds is still preferred.

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**LOCAL GOVERNMENT RATES SEARCH**

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

16 June 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 70449  
 Valuer General No : 1313638106  
 Valuation : \$710,000.00  
 Owner : Ms Natarcha Eden Chavez & Mr Miguel Angel Chavez  
 Property Address : 3 Pacific Princess Parade SELICKS BEACH SA 5174  
 Volume/Folio : CT-6024/274  
 Lot/Plan No : Community Plan Parcel 127 CP 22821  
 Ward : 01 South Coast Ward

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

Rates balance (as of 30 Jun 2024) and/or Block Clearing Charges	\$0.00
Postponed Amount in Arrears (if applicable monthly interest of 0.58750%)	\$0.00
Fines (2%) and interest on arrears charged from previous financial year (monthly interest of 0.75416%)	\$0.00

**Rates for the current 2024-2025 Financial Year applicable from 01 July 2024:**

<b>Total Rates Levied 2024-2025</b>	<b>\$3,420.48</b>
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If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added of 0.7625% on the first working day of each month following, until the total amount overdue is paid.

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Less Council Capping Rebate	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
Less paid current financial year	-\$3,420.48
Overpayment	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$0.00
Property Related Debts	\$0.00

**BPAY Biller Code:** 421503  
**Ref:** 1576290704498

**TOTAL BALANCE****\$0.00**

**AUTHORISED OFFICER**  
Haylie Thomas

This statement is made the 16 June 2025

**IMPORTANT INFORMATION REGARDING SEARCHES**

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Searchlight Technology  
PO Box 232  
RUNDLE MALL SA 5000

**Attention Conveyancers**

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

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

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

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

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

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

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

○ **How to advise Council of change of ownership?**

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

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

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S73146/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

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

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	103797
VALUER GENERAL NO	:	1313638106
VALUATION	:	\$710,000.00
OWNER	:	Ms Natarcha Eden Chavez & Mr Miguel Angel Chavez
PROPERTY ADDRESS	:	3 Pacific Princess Parade SELICKS BEACH SA 5174
VOLUME/FOLIO	:	CT-6024/274
LOT/PLAN NUMBER	:	Community Plan Parcel 127 CP 22821
WARD	:	01 South Coast Ward

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

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

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

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

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

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

## INFORMATION NOTE

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

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

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

##### *Section 42*

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/1775/2019
Description	Single storey detached dwelling
Decision	Approved
Decision Date	10 October 2019

#### **Building Rules Consent Conditions**

For Building Rules consent conditions refer to the attached Private Certifiers decision notification form.

##### **CONDITIONS:**

1. The "Corrosion Environment" of the subject site has been determined as:

**1km - 10km Breaking Surf / 100m - 1km Non-Breaking Surf or Heavy Industry**

The metal components of the building hereby approved shall be constructed in accordance with the proximity to corrosive environments and the following codes and standards. Structural Steel in accordance with Table 3.4.4.2 of the BCA; Steel Framed structures in accordance with AS3700 and AS4773; Masonry Accessories in accordance with AS4100 and AS4600; Bracing and Fittings to Timber Framing in accordance with AS1684, and Roof Sheeting/Roof Water Accessories in accordance with table 3.5.1.1a of the BCA.

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

Condition (that continues to apply) of a development authorisation

NO

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

Condition (that continues to apply) of a development authorisation

NO

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

Condition (that continues to apply) of a development authorisation

NO

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

*Part 5 – Planning and Design Code*

##### **Zones**

Suburban Neighbourhood (SN)

##### **Subzones**

No

## Zoning overlays

### Overlays

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

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

#### **Affordable Housing**

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

#### **Building Near Airfields**

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

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

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

#### **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.

#### **Native Vegetation**

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

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

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

#### **Prescribed Wells Area**

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

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

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

#### **Stormwater Management**

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

#### **Urban Tree Canopy**

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

Is the land situated in a designated State Heritage Place/Area? NO

Is the land designated as a Local Heritage Place? NO

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

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

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

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

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

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

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

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

*Section 127*

Condition (that continues to apply) of a development authorisation NO

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

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

*Section 50(1)*

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

*Section 50(2)*

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

*Section 55*

Order to remove or perform work NO

*Section 56*

Notice to complete development NO

*Section 57*

Land management agreement YES

A Land Management Agreement exists on this property. Please contact the Lands Titles Office (Land Services Group in the state government) for a copy.

10180932 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

*Section 69*

Emergency order NO

*Section 71 (only)*

Fire safety notice NO

*Section 84*

Enforcement notice NO

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

Enforcement Order NO

*Part 11 Division 2*

Proceedings NO

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

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

Notice NO

*Section 56 (repealed)*

Notice issued NO

### **Food Act 2001**

*Section 44*

Improvement notice issued against the land NO

<i>Section 46</i> Prohibition order	NO
 <b>Housing Improvement Act 1940 (repealed)</b>	
<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
 <b>Land Acquisition Act 1969</b>	
<i>Section 10</i> Notice of intention to acquire	NO
 <b>Local Government Act 1934 (repealed)</b>	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
 <b>Local Government Act 1999</b>	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	
 <b>Local Nuisance and Litter Control Act 2016</b>	
<i>Section 30</i> Nuisance or litter abatement notice <u>issued against the land</u>	NO
 <b>Planning, Development and Infrastructure Act 2016</b>	
<i>Section 139</i> Notice of proposed work and notice may require access	NO
<i>Section 140</i> Notice requesting access	NO
<i>Section 141</i> Order to remove or perform work	NO
<i>Section 142</i> Notice to complete development	NO
<i>Section 155</i> Emergency order	NO
<i>Section 157</i> Fire safety notice	NO
<i>Section 192 or 193</i> Land Management Agreements	NO
<i>Section 198(1)</i> Requirement to vest land in a council or the Crown to be held as open space	NO

<i>Section 198(2)</i> Agreement to vest land in a council or the Crown to be held as open space	NO
<i>Part 16 - Division 1</i> Proceedings	NO
<i>Section 213</i> Enforcement notice	NO
<i>Section 214(6), 214(10) or 222</i> Enforcement order	NO

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

<i>Part 3</i> Notice	NO
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<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</i> Part 2 – Condition (that continues to apply) of an approval	NO
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Community wastewater management system (CWMS) infrastructure can exist within private land and may not be identified on the associated certificate of title. The City of Onkaparinga (Council) is a licensed Water Industry Entity under the provisions of the Water Industry Act 2012.

<i>Public and Environmental Health (Waste Control) Regulations 2010 revoked</i> Regulation 19 - Maintenance order (that has not been complied with)	NO
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## **South Australian Public Health Act 2011**

<i>Section 92</i> Notice	NO
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<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 – Condition (that continues to apply) of an approval	YES
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Application Number	145/30/2020
Description	Septic Tank - Bluewater
Decision	Approved
Decision Date	10 March 2020

### **Waste Control Conditions**

1. The approved wastewater system incorporates:
  - 1.1 Sanitary plumbing and drainage in compliance with AS/NZS 3500
  - 1.2 Specifications and details documented in the Wastewater Works Approval Installation Details Sheet
2. The system is to be installed, commissioned, operated and maintained in accordance with:
  - 2.1 The plans and specifications submitted including any amendments made/required with this approval.
  - 2.2 Manufacturers, installers and equipment suppliers instructions and recommendations.
  - 2.5 Australia/New Zealand Standard for Sanitary Plumbing and Drainage (AS/NZS 3500.2).
  - 2.6 The Onsite Wastewater Systems Code
  - 2.7 All other relevant standards and codes.
  - 2.8 Conditions of this approval.
3. In accordance with the Regulations, wastewater works must be carried out by a suitably qualified person. Additionally, the required signed Certificates of Compliance and as constructed drawings must be submitted to the relevant authority and the owner or occupier of the land on which the work was undertaken within 28 days.

4. In regard to inspection and commissioning, the relevant authority reserves the right to inspect during construction, or upon completion, or not to inspect the installation.

Council must be notified at the following stages of installation.

Underfloor plumbing

Drain, connection to the CWMS

Twenty-four hours notice is required before an inspection can be carried out.

5. The operator of a wastewater system must ensure that wastewater from the system is reused or disposed of in accordance with:

5.1 These approval conditions

5.2 All relevant standards and Codes to the extent which they are applicable.

6. This approval will expire if the works are not commenced, or are commenced but not substantially completed within 24 months after the date of approval.

7. Pursuant to the Regulations, the relevant authority may, on its own initiative, by written notice to the operator of a wastewater system to which a wastewater works approval applies, vary or revoke a condition of the approval or impose a further condition, but in that case, the variation, revocation or imposition may not take effect until at least 6 months after the giving of the notice unless-

7.1 The operator consents or-

7.2 The relevant authority states in the notice that, in its opinion, the variation revocation or imposition is necessary in order to prevent or mitigate significant harm to public or environmental health or the risk of such harm.

### **Particulars of building indemnity insurance**

NO

Details of Building Indemnity Insurance still in existence for building work on the land

### **Particulars relating to environment protection**

*Further information held by council*

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

NO

(a) commercial or industrial activity at the land; or

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

#### **Note –**

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

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

It should be noted that –

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

### **General**

*Easement*

YES

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

Easements over private land may show on a certificate of title and indicate that council or another authority have some form of infrastructure within them, such as stormwater drainage pipes or other services. Refer to [Encroachment over council easements](#) on our website for further information.

Are you aware of any encroachment on the Council easement? NO

*Lease, agreement for lease, tenancy agreement or licence*  
(The information does not include the information about sublease or subtenancy.  
The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.) NO

*Caveat* NO

## **Other**

*Charge for any kind affecting the land (not included in another item)* NO

### ***PLEASE NOTE:***

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

This statement is made the 16 June 2025

Amy Watts  
Team Leader – Development Support (Acting)

**AUTHORISED OFFICER**

# Property Interest Report

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

Title Reference	CT 6024/274	Reference No. 2682056
Registered Proprietors	M A & N E*CHAVEZ	Prepared 13/06/2025 11:52
Address of Property	3 PACIFIC PRINCESS PARADE, SELICKS BEACH, SA 5174	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><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<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><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<br><br><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<br>(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.)<br><br><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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>Contact the vendor for these details   |

## 6. Repealed Act conditions

- |     |  |   |
|-----|--|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
|-----|--|---|

## 7. Emergency Services Funding Act 1998

- |     |                                 |   |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | <b>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.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|-----|---------------------------------|---|

## 8. Environment Protection Act 1993

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

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

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

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

- |      |   |   |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire<br>also<br>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<br>also<br>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<br>also<br>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 | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

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

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

**21. Local Government Act 1999**

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

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

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

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

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

**24. Mining Act 1971**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

### 30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

### 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

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

- |     |   |   |
|-----|---|---|
| 1.  | Particulars of transactions in last 12 months                                   | Contact the vendor for these details  |
| 2.  | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation   |
| 3.  | Particulars relating to strata unit   | Enquire directly to the Secretary or Manager of the Strata Corporation  |
| 4.  | Particulars of building indemnity insurance                                     | Contact the vendor for these details<br>also<br>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<br>also<br>EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title<br>also<br>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

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

- |     |  |  |
|-----|--|--|
| 1.  | Pipeline Authority of S.A. Easement  | Epic Energy has no record of a Pipeline Authority Easement relating to this title  |
| 2.  | State Planning Commission refusal  | No recorded State Planning Commission refusal  |
| 3.  | SA Power Networks  | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title                      |
| 4.  | South East Australia Gas Pty Ltd   | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property  |
| 5.  | Central Irrigation Trust   | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.                         |
| 6.  | ElectraNet Transmission Services   | ElectraNet has no current record of a high voltage transmission line traversing this property  |
| 7.  | Outback Communities Authority  | Outback Communities Authority has no record affecting this title   |
| 8.  | Dog Fence ( <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

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

**Title Reference:** CT 6024/274  
**Status:** CURRENT  
**Parent Title(s):** CT 6007/813  
**Dealing(s) Creating Title:** AP 11037386  
**Title Issued:** 21/11/2008  
**Edition:** 5

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
11/11/2022	16/11/2022	13916181	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
11/11/2022	16/11/2022	13916180	TRANSFER	REGISTERED	MIGUEL ANGEL CHAVEZ, NATARCHA EDEN CHAVEZ
11/11/2022	16/11/2022	13916179	DISCHARGE OF MORTGAGE	REGISTERED	13147928
24/07/2019	07/08/2019	13147928	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
24/07/2019	07/08/2019	13147927	TRANSFER	REGISTERED	KEEGAN BLAIR O'MALLEY, KIM NATASCHA MARIA WIEDERKEHR
24/07/2019	07/08/2019	13147926	DISCHARGE OF MORTGAGE	REGISTERED	13105020
06/05/2019	09/05/2019	13105020	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)
04/06/2010	18/06/2010	11403721	ENCUMBRANCE	REGISTERED	BLUEWATER DEVELOPMENTS (SA) PTY. LTD. (ACN: 101 907 279)
04/06/2010	18/06/2010	11403720	TRANSFER	REGISTERED	NICHOLAS KAVVATHAS
04/06/2010	18/06/2010	11403719	DISCHARGE OF ENCUMBRANCE	REGISTERED	11282783
04/06/2010	18/06/2010	11403718	DISCHARGE OF MORTGAGE	REGISTERED	11282784
30/10/2009	06/11/2009	11282784	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
30/10/2009	06/11/2009	11282783	ENCUMBRANCE	REGISTERED	BLUEWATER DEVELOPMENTS (SA) PTY. LTD. (ACN: 101 907 279)

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
30/10/2009	06/11/2009	11282782	TRANSFER	REGISTERED	JONATHON DEAN COCKS, KIRSTY COCKS
30/10/2009	06/11/2009	11282781	DISCHARGE OF MORTGAGE	REGISTERED	10200741
07/04/2005	20/04/2005	10200741	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
08/03/2005	18/03/2005	10180932	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA

## Certificate of Title

**Title Reference** CT 6024/274  
**Status** CURRENT  
**Easement** YES  
**Owner Number** 19029487  
**Address for Notices** 3 PACIFIC PRINCESS PDE SELICKS BEACH, SA 5174  
**Area** 630m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

MIGUEL ANGEL CHAVEZ  
NATARCHA EDEN CHAVEZ  
OF 3 PACIFIC PRINCESS PARADE SELICKS BEACH SA 5174  
AS JOINT TENANTS

## Description of Land

LOT 127 PRIMARY COMMUNITY PLAN 22821  
IN THE AREA NAMED SELICKS BEACH  
HUNDRED OF WILLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 13916180  
**Dealing Date** 11/11/2022  
**Sale Price** \$775,000  
**Sale Type** FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	10180932	CITY OF ONKAPARINGA
ENCUMBRANCE	11403721	BLUEWATER DEVELOPMENTS (SA) PTY. LTD. (ACN: 101 907 279)
MORTGAGE	13916181	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1313638106	CURRENT	3 PACIFIC PRINCESS PARADE,

Valuation Number	Status	Property Location Address
		SELICKS BEACH, SA 5174

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
18/03/2005 09:01	10187213	SCHEME DESCRIPTION	FILED
18/03/2005 09:01	10187214	BY-LAWS	FILED
14/05/2008 16:32	10957400	DEVELOPMENT CONTRACT	FILED

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	1313638106
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2024
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2009
<b>Property Location</b>	3 PACIFIC PRINCESS PARADE, SELICKS BEACH, SA 5174
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	MIGUEL ANGEL CHAVEZ NATARCHA EDEN CHAVEZ
<b>Owner Number</b>	19029487
<b>Address for Notices</b>	3 PACIFIC PRINCESS PDE SELICKS BEACH, SA 5174
<b>Zone / Subzone</b>	SN - Suburban Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	No
<b>Land Use</b>	1100 - House
<b>Description</b>	7HDGALF
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
C22821 LOT 127	CT 6024/274

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$340,000	\$710,000			
Previous	\$260,000	\$660,000			

## Building Details

<b>Valuation Number</b>	1313638106
<b>Building Style</b>	Conventional
<b>Year Built</b>	2020
<b>Building Condition</b>	Very Good
<b>Wall Construction</b>	Brick
<b>Roof Construction</b>	Colourbond
<b>Equivalent Main Area</b>	208 sqm
<b>Number of Main Rooms</b>	7

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

## Certificate of Title

**Title Reference:** CT 6024/274  
**Status:** CURRENT  
**Edition:** 5

## Dealings

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

## Priority Notices

NIL

## Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
18/03/2005	15/04/2005	10187213	SCHEME DESCRIPTION	FILED	C22821
18/03/2005	15/04/2005	10187214	BY-LAWS	FILED	C22821
14/05/2008	19/05/2008	10957400	DEVELOPMENT CONTRACT	FILED	C22821

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



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: 2682056

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

**DATE OF ISSUE**

13/06/2025

**ENQUIRIES:**  
Tel: (08) 8226 3750  
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
19029487	M A & N E CHAVEZ			
PROPERTY DESCRIPTION				
3 PACIFIC PRINCESS PDE / SELICKS BEACH SA 5174 / LT 127 C22				
ASSESSMENT NUMBER	TITLE REF.	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
	(A "+" indicates multiple titles)			
1313638106	CT 6024/274	\$710,000.00	R4 1.000	RE 0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	267.50
FINANCIAL YEAR		- REMISSION	\$	164.70
2024-2025		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-152.80
		= AMOUNT PAYABLE	\$	0.00

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

**EXPIRY DATE** 11/09/2025



**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**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p>Billers Code: 456285 Ref: 7002947518</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to:</p> <p><b>Revenue SA Locked Bag 555 ADELAIDE SA 5001</b></p>
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**OFFICIAL: Sensitive**



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: 2682056

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

**DATE OF ISSUE**  
13/06/2025

**ENQUIRIES:**  
Tel: (08) 8226 3750  
Email: landtax@sa.gov.au

<b>OWNERSHIP NAME</b>		<b>FINANCIAL YEAR</b>	
M A & N E CHAVEZ		2024-2025	
<b>PROPERTY DESCRIPTION</b>			
3 PACIFIC PRINCESS PDE / SELICKS BEACH SA 5174 / LT 127 C22			
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
1313638106	CT 6024/274	\$340,000.00	0.0630 HA
<b>DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:</b>			
<b>CURRENT TAX</b>	\$ 0.00	<b>SINGLE HOLDING</b>	\$ 0.00
<b>- DEDUCTIONS</b>	\$ 0.00		
<b>+ ARREARS</b>	\$ 0.00		
<b>- PAYMENTS</b>	\$ 0.00		
<b>= AMOUNT PAYABLE</b>	\$ 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** 11/09/2025



See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456293</b> <b>Ref: 7002947427</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice</b> to:</p> <p><b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**OFFICIAL: Sensitive**

Account Number 13 13638 10 6	L.T.O Reference CT6024274	Date of issue 16/6/2025	Agent No. 9030	Receipt No. 2682056
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DIVINE FORMS  
 SHOP 20  
 1007-1009 NORTH EAST RD  
 RIDGEHAVEN SA 5097  
 chantel@divineconveyancing.com

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: M A & N E CHAVEZ  
 Location: 3 PACIFIC PRINCESS PDE SELICKS BEACH LT 127 C22821  
 Description: 7HDGALF Capital Value: \$ 710 000  
 Rating: Residential

### Periodic charges

Raised in current years to 30/6/2025

			\$
	Arrears as at: 30/6/2024	:	162.23
Water main available: 1/7/2009	Water rates	:	314.40
Sewer main available:	Sewer rates	:	0.00
	Water use	:	406.36
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	9.65
	Goods and Services Tax	:	0.00
	Amount paid	:	716.62CR
	Balance outstanding	:	176.02

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

Next quarterly charges: Water supply: Not declared      Sewer: 0.00      Bill: 3/9/2025

A sewer main is not available to this property.

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

The last Water Use Year ended on 23/05/2025.

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

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

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

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

## South Australian Water Corporation

Name: M A & N E CHAVEZ      Water & Sewer Account      Acct. No.: 13 13638 10 6      Amount: \_\_\_\_\_

Address:  
3 PACIFIC PRINCESS PDE SELICKS  
BEACH LT 127 C22821

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1313638106



Bill code: 8888  
Ref: 1313638106

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 1313638106



## COMMUNITY TITLES ACT 1996

### SECTION 139

**Request from:**

SEARCHLIGHT TECHNOLOGY  
searches@searchlighttechnology.com.au

19 June 2025

Information is furnished with regard to:

**Owner: Mr Miguel Angel Chavez and Mrs Natarcha Eden Chavez  
Unit 3 Plan No. 22821 at Blue Water Estate, 30 Sellicks Beach Road, SELLICKS BEACH SA 5174**

In response to your recent request for certain information as provided by Sect. 139 of the Community Titles Act 1996, we furnish - Particulars of any contribution payable in relation to the unit

- (1) **Levy Contributions** for Lot 127 / Unit 3 are \$70.92 per quarterly.
- (2) **Total Arrears for the lot** (Admin Fund, Sinking Fund, special levies, interest and fees) as at 19 June 2025 is **\$40.08**

- (3) **Administrative fund – contributions payable by regular periodic instalments or lump sum.**  
Agreed Admin Fund levy contributions and due dates.

Amount	Period	Date due
\$62.54	01 Aug 2024 to 31 Oct 2024	20 Oct 2024
\$62.54	01 Nov 2024 to 31 Jan 2025	01 Dec 2024
\$62.54	01 Feb 2025 to 30 Apr 2025	01 Feb 2025
\$62.54	01 May 2025 to 31 Jul 2025	01 May 2025

Amounts NOT PAID by DUE DATE (Current Arrears)	\$35.18
Prepaid levies (Paid Prior to Due Date).	\$0.00
Interest due on unpaid levies	\$0.17

- (4) **Sinking fund – contributions payable by regular periodic instalments or lump sum**

Agreed Sinking Fund levy contributions and due dates (additional to Admin Levy)

Amount	Period	Date due
\$8.38	01 Aug 2024 to 31 Oct 2024	20 Oct 2024
\$8.38	01 Nov 2024 to 31 Jan 2025	01 Dec 2024
\$8.38	01 Feb 2025 to 30 Apr 2025	01 Feb 2025
\$8.38	01 May 2025 to 31 Jul 2025	01 May 2025

Amounts NOT PAID by DUE DATE (Current Arrears)	\$4.71
Prepaid levies (Paid Prior to Due Date).	\$0.00
Interest due on unpaid levies	\$0.02

- (5) **Special contributions**

**NOTE: This search is current as of the notice date, we advise you call our office prior to settlement to get any updates, please request the purchaser to contacts our office immediately so that levy arrears/legal cost for unpaid levies are avoided.**



**(6) The body corporate presently has the following insurance cover:**

Policy No. CAH0008021    CHU Underwriting Agency Pty Ltd  
Type: Common Property    Broker: Resolute Property Protect Pty Ltd  
Level 5, 90 Collins Street, MELBOURNE SA 3000  
Premium: \$1,597.52    Paid on: 17/04/2025    Policy start date: 30/04/2025    Next due:  
30/04/2026

Cover	Sum insured	Excess	Notes
Community Property	\$250,000.00	\$300.00	Policy 1 excess 5 any event of any kind
Community Income	\$37.50	\$0.00	Policy 1
Public Liability	\$30,000,000.00	\$0.00	Policy 2
Voluntary Workers	200,000/2000	\$0.00	Policy 3
Fidelity Guarantee	\$250,000.00	\$0.00	Policy 5
Office Bearers Legal Liability	\$1,000,000.00	\$0.00	Policy 6
Government Audit Costs	\$25,000.00	\$0.00	Policy 9 Part A
Appeal Expenses - Common Property Health & Safety	\$100,000.00	\$0.00	Policy 9 part B
Legal Defence Expenses	\$50,000.00	\$1,000.00	Policy 9 Part C
POLICY EXCESS	Flood cover included	\$0.00	Flood cover included

Commission \$0.00

**(7) Particulars of Assets and Liabilities of the Corporation**

A copy of the Balance Sheet at the date of this Statement is attached.

**(8) Particulars of any Expenditure**

(a) Incurred by the Corporation

- *Please refer to financial report.*

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute

- *Please refer to the past minutes and financial report or refer to current owner for specific queries.*

(c) Particulars in relation to any prescribed matter:

**Please refer to attached minutes**

(d) Particulars relating to the Water Bill

Please check with SA Water and/or Strata Water Solutions on 8172 0816 for final water reading.

**(9) Provide copies of—**

- (i) The minutes of general meetings of the corporation and meetings of its management committee for such period, not exceeding two years, specified in the application;
- (ii) The statement of accounts of the corporation last prepared by the corporation;
- (iii) The articles for the time being in force;
- (iv) Current policies of insurance taken out by the corporation;

**(10) Make available for inspection—**

- (i) a copy of the accounting records of the corporation;
- (ii) the minute books of the corporation;



- (iii) any other prescribed documentary material i.e.
  - (a) the duplicate certificate of title for the common property;
  - (b) a copy of all plans, drawings, specifications and reports in his or her possession relating to the design and construction of buildings and building improvements on the site.
  - (c) a copy of any other notice, order or document in his or her possession relating to the strata scheme of which the strata corporation will need to know in order to carry out its statutory functions.

**(11)** An application under this section must be accompanied by the prescribed fee.

**(12)Note:** A statement of a strata corporation provided for the purposes of subsection (1)(a) is, in favour of the person to whom it is provided and as against the corporation, conclusive evidence (as at the date of the statement) of the matters contained in the statement. The corporation invites the purchaser to make their own enquiries in to matters of the corporation.



# BODY CORPORATE MANAGEMENT



**Tax Invoice / Receipt**  
ABN: 85 102 494 717

463 Regency Road  
Prospect SA 5082

#### RECEIVED FROM

SEARCHLIGHT TECHNOLOGY,  
searches@searchlighttechnology.com.au

#### RECEIPT DATE

19 June 2025

#### PAYMENT METHOD

EFT

#### SUMMARY

##### Section 139

Community Corporation No. 22821 Inc.  
Owner: Mr Miguel Angel Chavez and Mrs Natarcha Eden Chavez  
Address: Unit 3, Blue Water Estate, 30 Sellicks Beach Road, SELICKS BEACH SA 5174

**\$66.00 (Inclusive of GST)**

Signed by

Tyson D'Sylva  
ACE Body Corporate Management  
For Community Corporation No. 22821 Inc.

**SPECIAL NOTE: To clarify what is being bought and sold the agent should ensure that the dimensions, boundaries and designated areas of the unit correspond with the strata plan.**

PO Box 672, PROSPECT EAST SA 5082 Tel: 8342 1544

Email: [accounts.sa@acebodycorp.com.au](mailto:accounts.sa@acebodycorp.com.au)

[www.acebodycorp.com.au](http://www.acebodycorp.com.au)



## OWNER INFORMATION SHEET

5174 Unit 3 in Plan No. 22821 at Blue Water Estate, 30 Sellicks Beach Road, SELLICKS BEACH SA

**Settlement Date** \_\_\_\_\_

In order to bring our records up to date, for any EMERGENCIES that may arise and particularly if you have not recently provided this information, would you please complete and return this form promptly.

Title: Dr/ Mr/ Mrs/ Ms/ Miss/ Other (Please circle)

Full name of owner/s: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Address for service of account circulars etc: \_\_\_\_\_

I wish for my corporation to have web access for financial data. YES  NO

Phone: \_\_\_\_\_ Work : \_\_\_\_\_

Mobile \_\_\_\_\_

**Email Address:** if you want to have your levies emailed \_\_\_\_\_

Do you have an Agent? YES  NO  ( if Yes, please complete below)

Send all correspondence to Agent YES  NO  (If NO will be sent to above owner address)

Send Levies to Agent YES  NO

Name & Address of Agent: \_\_\_\_\_

Agent Phone: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Conveyancer Acting On Behalf Of Vendor: \_\_\_\_\_

Contact Details: \_\_\_\_\_

Conveyancer Acting On Behalf Of Purchaser \_\_\_\_\_

Contact Details: \_\_\_\_\_



## MINUTES OF THE RECONVENED ANNUAL GENERAL MEETING COMMUNITY CORPORATION Plan No. 22821 30 SELICKS BEACH ROAD SELICKS BEACH

DATE, PLACE & TIME OF MEETING: Tuesday, 27 June 2023  
6:00 PM.  
Sellicks Beach Community Hall, Riviera Road, Sellicks Beach, SA, 5174 & Online

LOTS REPRESENTED:	Lot 5	Mr Scott & Mrs Judy Butcher	Proxy to ABCM
	Lot 11	Mr Michael G B Von Berg & Ms Denise A Rowe	Proxy to ABCM
	Lot 15	Mr Alan Barrie	Owner present
	Lot 17	Mr A I & Mrs M F Grosser	Proxy to ABCM
	Lot 19	Mr Mark Paneras	Proxy to ABCM
	Lot 22	Mr Leslie Robert & Mrs Joanne Meredith Hughes	Proxy to ABCM
	Lot 28	Ms Lesley Doreen King	Proxy to ABCM
	Lot 34	Paul Ross Brown & Michelle Patricia Field	Proxy to ABCM
	Lot 40	Mr Gary & Mrs Rosemary Fowler	Owner present
	Lot 53	Mr Ian Charles Wright	Proxy to ABCM
	Lot 61	Mrs Elizabeth Louder	Proxy to ABCM
	Lot 73	Mr Raffaele & Mrs Giuseppina Ceravolo	Proxy to ABCM
	Lot 76	Mr Mario Bruno	Owner present
	Lot 77	Mr Martin Dean Weidenbach	Owner present
	Lot 78	Mrs Ros Davis	Proxy present
	Lot 80	Mr Chris Hicks	Proxy present
	Lot 86	Mr Paul J Smith & Miss Linda Johnston	Owner present
	Lot 90	Matthew John & Sarah Louise Ford ATF The Ford Family Vault	Proxy to ABCM
	Lot 93	Ms Giuseppiana Ceravolo	Proxy to ABCM
	Lot 94	Ms R & Ms G Ceravolo	Proxy to ABCM
	Lot 95	Ms Christine Diana Brumfitt	Proxy to ABCM
	Lot 105	Mr Shane Davies & Ms Samantha Andruszkiewicz	Proxy to ABCM
	Lot 112	Mr David & Mrs Marylyn Marshall	Proxy to ABCM
	Lot 120	Victoria Rezonja	Owner present
	Lot 121	Nicole Forster	Owner present
	Lot 129	Mr I G Grant	Proxy to ABCM
	Lot 132	Mrs Alison Jefferies	Proxy to ABCM
	Lot 140	Mrs Gina Estelle Belle	Proxy to ABCM
	Lot 144	Rosemary Kevekordes	Owner present
	Lot 145	Mr Michael J Coleman, Mr A L & Mrs A M Coleman	Owner present
	Lot 151	Mr Gary Kirk & Mrs Sandra Kirk	Proxy to ABCM
	Lot 503	Mr David James	Proxy to ABCM

IN ATTENDANCE: Mr Michael Caruso of Ace Body Corporate Management

### 1. Appointment of Chairperson

Owners represented were in majority favour of Mr Mario Bruno conducting the meeting and Mr Michael Caruso of ABCM to assist the corporation with recording the minutes.

**Motion CARRIED**

### 2. Quorum, In Attendance, Recording of Proxies

A quorum was declared in accordance with the Community Titles Act 1996.

### 3. Disclosure Pecuniary Interest

It is an offence to not disclose any direct or indirect pecuniary interest in a matter in relation to the corporation. Under the Community Titles Act 1996 (S85[1]), a delegate of the community corporation who has direct or indirect pecuniary interest in a matter in relation to which he or she proposes to perform delegated functions or powers must disclose the nature of the interest, in writing, to the corporation before performing functions or powers.

### 4. Confirmation of Previous Meeting Minutes

The minutes from the Annual General Meeting held on 1st of July 2022 be accepted as a true and accurate record of the proceedings.

**Motion CARRIED**

### 5. Business Arising from Previous Meeting

The following items were completed in the previous year...

- Arcadia Reserve - refurbishment of amenity structures (benches, shelter, table & deck)
- Reserve native plantings

The following items are currently in progress:

- scrub and shrub removal

**Motion CARRIED**

### 6. Confirmation of Financial Statements

The financial statements for the twelve month period ending 31st of March 2023 are proposed to be accepted as an accurate record of the corporation's financial position by the members of the corporation. All records were accessible throughout the meeting.

**Motion CARRIED**

### 7. Current Arrears

ABCM advised that lot(s) 14, 18, 29, 32, 42, 48, 49, 58, 74, 103, 106, 119, 134 are currently in arrears and the debt collection process has commenced to recoup funds from the owner(s). ABCM is currently managing this process and should this present any potential financial impact on the corporation the committee will be advised by ABCM. Owners are reminded that any shortfall of funds are to be raised by the members of the corporation to meet the financial obligations of the corporation.

## 8. APPOINTMENTS

### 8.1 Election of Office Bearers

In accordance with Community Titles Act 1996 Part 9 Division 1, Section 76, the members of Body Corporate elected the following members for the next 12 months.

Presiding Officer:	Mr Mario Bruno
Treasurer:	Mrs Roslynn Davis as Proxy
Secretary:	Mrs Roslynn Davis as Proxy

The members and the elected office bearers agreed that, if any of the office bearer positions become vacant during the year for reasons such as, the owner is no longer an owner or the position relinquished, the vacant office bearer position will automatically be fulfilled by the other existing office bearer/s providing the other positions are held by another owner/s. If no office bearers are appointed or a position is left vacant, ABCM advised in order to remain compliant with the legislation a General Meeting of the corporation will need to be convened of all owners.

**Motion CARRIED**

### 8.2 Election of Management Committee

The members of the corporation agree that the office bearers would constitute the corporation's management committee in addition to the below members:

Mr Martin Weidenbach, Mr Les Hughes, Mr Chris Hicks, Mr Alan Barrie

ABCM is authorised to share contact details of all committee members between committee members. The committee is aware that all committee minutes will be filed and accessible by all owners.

The management committee to be authorised to proceed for each occurrence of unplanned maintenance work that may occur throughout the year, up to the amount of per legislation. The management committee does not have the power to authorise anything for which a special or unanimous resolution of the corporation is required by the legislation or the articles of the corporation in accordance with Community Title Act 1996 Part 9, Division 3, Section 92.

The Presiding Officer is appointed to communicate all approved instructions to ABCM, unless the Management Committee elects another committee member to provide approved instructions to ABCM. In any event, instructions shall only be communicated to ABCM by one committee spokesperson to create clear and effective channels of communication.

**Motion CARRIED**

Members discussed the role of the management committee and agreed that it's primary role is to be responsible for the administration and control of the common property, along with other responsibilities as defined in the Community Titles Act 1996.

### **8.3 Appointment of Management**

Prior to voting on the corporation's manager, the committee raised some concerns relating to ABCM regarding poor response times to committee requests. It was resolved that the presiding officer meet with ABCM as soon as practical after the AGM to resolve any issues.

Ace Body Corporate Management is appointed as manager for the corporation's current financial year, and provide routine services in accordance with the Community Titles Act Section 76(9) to assist the appointed officer bearers in accordance with Schedule 1 and the General Conditions of the management agreement. Pro rata management fees will be charged from the end of the corporation's financial year up until the next Annual General Meeting of the corporation.

All funds of the corporation are to be deposited in the Macquarie bank account in the name of the corporation, which shall be audited and operated in accordance with the legislation. The Presiding Officer or an appointed office bearer is authorised by the Body Corporate to sign the management agreement. If a signed copy has not been received by ABCM within 21 days, the agreement shall be deemed to have been accepted by the Body Corporate. Once signed, the management agreement will be available on the owners' portal.

**Motion CARRIED**

## **9. INSURANCE**

### **9.1 Current Insurance No Valuation on File**

ABCM advised that the corporation is required to keep the common property / all buildings and building improvements insured to their full replacement value per the Community Titles Act 1996, Part 10 Division 2 - Section 103 & 104 (2)b -The insurance must be for the full cost of replacing the buildings or improvements with new materials; Section 106 (2) - A person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement.

There is no record of previous Insurance Valuation on file.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
CAH0008021	CHU Underwriting Agency Pty Ltd	30 Apr 2024	Common Property	\$250,000.00
			Community Income	\$37.30
			Legal Liability	\$30,000,000.00
			Voluntary Workers	\$200,000.00 / \$2,000.00
			Fidelity Guarantee	\$250,000.00
			Office Bearer Liability	\$500,000.00
			Machinery Breakdown	\$50,000.00
			Govt. Audit Costs	\$25,000.00
			Appeal Expenses	\$100,000.00
			Legal Defence	\$50,000.00
			POLICY EXCESS	\$300.00
			POLICY EXCESS - Machinery Breakdown	\$300.00
			Flood cover included	
<b>TOTAL PREMIUM: \$1,374.10</b>				

## 9.2 Renewal Instructions

Members of the corporation agree that ABCM have authority to arrange and place the insurance on behalf of the corporation.

**Motion CARRIED**

## 9.2 Alternatives for Renewal Instructions

### Option A

#### Maintain Existing

Members agree to maintain the existing common property cover insured of upon renewal.

**'OPTION A' has been selected with the highest votes.**

## 9.3 PROPOSED RESOLUTION: Increase Office Bearers Liability

The corporation acknowledges this cover has not been reviewed for many years and agrees to increase the office bearers liability cover from \$500,000.00 to \$1,000,000.00 with immediate effect.

**Motion CARRIED**

## 10. Repair & Maintenance

### 10.1 PROPOSED ORDINARY RESOLUTION: Garden Maintenance

The Corporation approves continuing to maintain common grounds for the next twelve months. The corporation authorises the Management Committee to appoint contractors as required, noting that the local council also provides limited services to the corporation. The Management Committee is authorised to use administration funds up to the amount of the current annual budget.

**Motion CARRIED**

#### 10.2 PROPOSED ORDINARY RESOLUTION: Annual Sewer Maintenance

The Corporation approves to undertake annual sewer maintenance in na. Funds have been allocated in the Admin Budget.

**Motion DEFEATED**

#### 10.3 PROPOSED ORDINARY RESOLUTION: Storm Water Drain Maintenance

The Corporation approves to undertake storm water drain maintenance in ma. Funds have been allocated in the Admin Budget.

**Motion DEFEATED**

#### 10.4 Termite inspections / Treatment

ABCM encourages all owners to undertake termite inspections on a regular basis. Should termite activity be found it is strongly encouraged owners undertake immediate treatment to prevent further damage. Owners are requested to advise ABCM of any activity so neighbours / body corporate can be notified. Owners are reminded termite damage is generally not covered by Insurance.

#### 10.5 PROPOSED ORDINARY RESOLUTION: Pigeon Control

The Corporation approves to undertake a pigeon control program, with details and funding to be decided at the AGM.

**Motion DEFEATED**

Members represented discussed the widespread pigeon issue at the corporation and surrounding Sellicks Beach area. A healthy debate regarding whether the corporation should act or whether it is up to affected owners to act. Whilst many members wished the corporation to act, it was agreed that any action by the corporation would not be feasible and likely to only provide a temporary solution, as pigeons will simply move away then back again when their new home is treated. Also, pigeons are currently on private property not on common property, making it not the corporation's responsibility. Lot owners affected are encouraged to pigeon proof their property, especially solar panels as these seem to be a favourite nesting place of birds.

### 11. BUDGET

#### 11.1 Cost of living / Inflationary Pressure

As part of a cost of living assistance measure the Committee recommended a 10% reduction in the annual strata levy fee. The reduction is not just for one year and then increased again the following year, it will remain at that price until further voted on.

**Motion CARRIED**

#### 11.2 Administration Fund - Unit Entitlement

In accordance with the Community Titles Act 1996, Part 11 Division 1, Section 114, the members of the corporation are aware and agree that the proposed administration budget of \$41,368.50 for the following twelve months will meet the corporation's financial responsibility. Owners are reminded to adequately budget for unexpected occurrences otherwise the corporation will incur additional administrative expenses. Contributions are divided by unit entitlement, payable Quarterly commencing 1st of August 2023 and to continue until changed at an AGM.

**Motion CARRIED**

#### 11.3 Sinking Fund by Unit Entitlement

The members of the corporation agree with the proposed Sinking Fund of \$5,000.00 per annum. The Sinking Fund's purpose is not to be used for the day to day expense of the corporation unless instructed so by the management committee and is additional to the Administrative Budget. Contributions are divided by unit entitlement and payable quarterly with Administration Levies.

**Motion CARRIED**

#### **11.4 Investment Account**

Members agree to the proposed investment account with the invested funds in an interest-bearing account for the following 12 months.

The amount of funds invested at the time of the Annual General Meeting is \$200,000.00.

Upon maturity date the Committee be authorised to provide further instructions.

**Motion CARRIED**

#### **11.5 Authority to Raise Special Levies**

The corporation is encouraged to budget adequate surplus funds at the AGM. If a shortfall of funds occurs for any reason throughout the year, a special levy will be required and ABCM authorised to raise funds required to meet such a shortfall in proportion to the lot entitlement values and in consultation with the management committee. ABCM made owners aware that additional service fees will be charged to facilitate the additional financial administration.

**Motion CARRIED**

### **12. BYLAWS - General Information**

Owners are to ensure Bylaws are passed to occupants. Agents are encouraged to make them part of the tenancy agreement. Owners are made aware that any breach of the bylaws a penalty fine may be issued, payable and collected as a debt from the owner. Corporation committees are to review the bylaws regularly and update as required.

The members represented agreed that the current Bylaws may require a review and possible updating. ABCM stated the process to change Bylaws generally starts with the committee reviewing existing Bylaws and seeking input from lot owners. A proposed set of Bylaws will need to vote in at a general meeting of the corporation, usually the AGM. Once Bylaws are voted in at a general meeting, they can be submitted to Land Services SA to become the new Bylaws of the corporation. The corporation should allow \$2000 for professional fees including lodgement for a Bylaw change. ABCM will assist the process.

### **13. Meeting Notes**

Members are reminded that ABCM maintains an Owners' Online Portal providing access to useful corporation information. Meeting minutes, Levy notices, Bylaws, and the status of current corporation works are amongst information available. New owners will be contacted by ABCM to provide access to the portal and provide information regarding its role as body corporate managers.

The portal is named SMATA [https://acebcmsouthaustralia.my.smata.com/users/sign\\_in](https://acebcmsouthaustralia.my.smata.com/users/sign_in)

Use the email address provided to ABCM and the "forgot password" link if you have forgotten your access details.

Owners are encouraged to contact ABCM, who will happily assist as required.

**CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:28 PM.**

## **Explanatory Notes for Community Corporation Annual General Meeting Minutes**

The below notes should be read with the minutes that provide further information regarding the Annual General Meeting. If you require any further explanation to any of the items below or in the minutes, please contact your body corporate manager. These notes are to provide further understating to sections of the minutes and to be used as general information.

### **Office Bearers and Management Committee**

It is a legislative requirement that the corporation elect each year owner/s to hold the positions of Presiding Officer, Secretary and Treasurer (*Community Titles Act 1996 Part 9 Division 1, Section 76*).

However, as you are professionally managed, ABCM in most cases perform all required duties of your behalf. (see 'Services Covered by Annual Management Fee' below).

ABCM recommends that the corporation form a management committee, which is a smaller group of owners who have the authority to carry out repairs and maintenance and make decisions on behalf of all owners (*Community Title Act 1996 Part 9, Division 3, Section 92*.) This ensures that the corporation continues running smoothly between Annual General Meetings. ABCM advises that the management committee do not have the authority to make decisions on resolutions that require special or unanimous approval.

### **Insurance**

ABCM recommends that the corporation obtains a valuation every 3 to 5 years and also holds cover for flood, catastrophe, office bearers liability, electrical surge and machinery breakdown where applicable.

### **Insurance Claims**

Any successful claims against the corporation's insurance policy attracts an excess. In cases where the claim is due to a lack of foreseeable maintenance, then the excess is generally payable by the corporation. If the insurance claim relates to the interior of the unit, such as a burst pipe or a cracked shower screen, the excess is payable by the individual owner. The Body Corporate should have an ongoing maintenance program to ensure wear and tear and gradual deterioration is rectified before structural damage occurs. The sinking and/or administration (maintenance) fund should be sufficient to cover the expenses generated by the maintenance program.

ABCM strongly recommends that the corporation adopt a proactive maintenance plan in maintaining the integrity of the buildings. All malicious damage / break and enter and / or arson should be reported to the police immediately as insurance companies require a Police Incident Report (PIR) number for claims relating to these incidents. Providing this information assists SA Police in their investigations and possible apprehension of the persons responsible and is a policy requirement.

### **Alterations, Additions & Approvals**

Any changes to the external appearance of the units more often than not require special approval from the corporation. The Community Titles Act states that with any proposed changes, the wording of the proposed motion must be included on the agenda of a properly convened meeting of the corporation, and agendas are legally required to be issued no less than fourteen days before the meeting.

If motions are not submitted before the agendas are issued, the corporation cannot legally approve these changes. The owner will then have to call an Extraordinary General Meeting at their cost, or wait until the next Annual General Meeting.

### **Bylaws / Resolutions**

All community corporations within South Australia are bound by the corporation's bylaws, a legal document lodged with the Lands Titles Office. These are a list of rules which pertain specifically to a community corporation and is in addition to the Community Titles. The bylaws can be found online or by request to ABCM.

ABCM also maintains a record of resolutions passed at meetings, which can be referred to for further policies specific to the individual community corporation.

It is important for owners to have a copy of the documents and make them available to any property managers or tenants they may have. All residents are legally bound by these rules (owners and tenants) and failure to adhere to them, or failure to enforce your tenant to adhere to them, can result in legal proceedings.

### **Afterhours Property Maintenance**

If there is a maintenance emergency, ABCM have an afterhours service which can be reached by contacting the office at 08 8342 1544. It is the owner's choice to use this facility and up to the community corporation to determine whose responsibility the maintenance lies with. The owner may also be liable to pay for the repairs if it is not deemed as emergency.

A good definition of an emergency is anything that cannot wait, that if left unattended could cause serious damage to the property, residents' health and safety, or their personal property. . The direct number for the after hours team ( Ken Hall Plumbers who attend all and any emergency issues is 83645855)

### **Manager's time**

If non-emergency work is requested to be undertaken during the course of the year or services outside of the management agreement section 2.1, it is not unreasonable for the Manager to charge the Corporation for additional fees, being but not limited to, time spent on seeking additional quotes, obtaining management committee consensus, excessive email correspondence, raising special levies project management and section 2.2 of the management agreement.

### **Owner Contact Information**

It is the responsibility of the owners to inform ABCM in a timely manner of changes to contact details, including postal addresses and phone numbers. It is also the responsibility of the owner to inform ABCM of any changes in occupancy and property managers.

Failure to do so may result in increased costs to the owners should important information not reach them or ABCM is required to invest time to locate the correct owner information.

### **Owners Portal**

ABCM provides an owner's portal where owners can update their contact details and access information pertaining to their strata. Access can be gained by contacting ABCM.

### **Keys**

Owners are to ensure that they have the necessary keys, fobs, etc. for any common areas (meter boxes, gates, etc.). It is the responsibility of the owners to ensure that all property managers and tenants are provided with these keys. ABCM should be contacted **before** it becomes an emergency, additional charges may apply to the owner should they require access quickly.

### **Contractor Qualification**

As part of providing the best service possible to community corporations, ABCM run any contractors attending the common property through a compliance check. This is very important as it ascertains whether a contractor is appropriately licenced and insured. This is for the protection of the corporation and owners. The contractors on our panel not only have proven their quality of workmanship on our other clients but deliver competitive pricing and understand what ABCM and their clients want.

Should owners wish to engage contractors who are not approved through the compliance check, it is their responsibility to engage the contractor. Owners must be aware that they may be held personally liable for any defective works, losses, damages and / or any liability claim made against the strata corporation in relation to an

unapproved contractor. The corporation is free to engage a contractor not on our panel, however, if ACE is required to resolve issues relating to the contractor, the scope of works including checking for compliance, licenses and insurances this will be billed at \$250.00 per hour.

### **Future Planning**

Under the Community Titles Act, it is the responsibility of the community corporation to maintain the integrity of the common property. All areas of general maintenance should be discussed at the Annual General Meeting rather than throughout the year, unless there is a management committee involvement. This will ensure minimisation of administration cost to the corporation and a more consistent aesthetic look of the buildings.

The Annual General Meeting is the forum where owners can hold discussions regarding maintenance and improvements for the corporation. Owners / management committees are to be assessing in advance what items are needed for discussion and plan for them to be added to the agenda. A plan for the ongoing maintenance / upkeep is to be then decided at the Annual General Meeting, this is important as all buildings / common property will be addressed as a collective and repairs can be effectively budgeted if necessary.

It is important owners and the committee take a proactive approach in keeping up the maintenance of their corporation and bring to the attention of the committee or Annual General Meeting.



## Approved Budget to apply from 01/04/2023

Community Corporation No. 22821 Inc.

Blue Water Estate, 30 Sellicks Beach Road,  
SELICKS BEACH SA 5174

### Administrative Fund

**Approved  
budget**

**Revenue**

Levies --Admin	41,368.50
<i>Total revenue</i>	41,368.50

**Less expenses**

Acc Keeping Fee--Investment Acc	27.50
ATO / Public Officer	99.00
Audit Services	624.00
Common Property Maintenance	5,000.00
Comms/Data/Technology - Fixed Fee	8,892.00
Insurance--Premiums	1,200.00
Maint Grounds--Furniture	5,000.00
Maint Grounds--Landscaping	3,000.00
Maint Grounds--Lawns & Gardening	3,000.00
Management Fees--Standard	11,232.00
Meeting Fee	650.00
Meeting Room Expenses	100.00
Taxation Services	44.00
Utility--Council Rates	1,500.00
Utility--Electricity	400.00
Water Use	600.00
<i>Total expenses</i>	41,368.50

**Surplus/Deficit**

	0.00
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Opening balance	21,052.02
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**Closing balance**

	\$21,052.02
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Total units of entitlement	10000
Levy contribution per unit entitlement	\$4.14

**Sinking Fund**

**Approved  
budget**

**Revenue**

Levies --Sinking	5,000.00
<i>Total revenue</i>	<u>5,000.00</u>

**Surplus/Deficit**

	<u>5,000.00</u>
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Opening balance	211,453.39
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**Closing balance**

	<u><u>\$216,453.39</u></u>
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Total units of entitlement	10000
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Levy contribution per unit entitlement	\$0.50
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## Approved Levy Schedule to apply from 01/04/2023

Community Corporation No. 22821 Inc.

Blue Water Estate, 30 Sellicks Beach Road,  
SELLICKS BEACH SA 5174

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
5	4	67.00	69.29	8.38	77.67	310.68
6	6	64.00	66.19	8.00	74.19	296.76
7	8	64.00	66.19	8.00	74.19	296.76
8	10	67.00	69.29	8.38	77.67	310.68
9	4	66.00	68.26	8.25	76.51	306.04
10	6	63.00	65.16	7.88	73.04	292.16
11	8	63.00	65.16	7.88	73.04	292.16
12	12	66.00	68.26	8.25	76.51	306.04
13	14	66.00	68.26	8.25	76.51	306.04
14	16	67.00	69.29	8.38	77.67	310.68
15	18	68.00	70.33	8.50	78.83	315.32
16	22	66.00	68.26	8.25	76.51	306.04
17	24	67.00	69.29	8.38	77.67	310.68
18	26	67.00	69.29	8.38	77.67	310.68
19	28	67.00	69.29	8.38	77.67	310.68
20	30	63.00	65.16	7.88	73.04	292.16
21	32	63.00	65.16	7.88	73.04	292.16
22	34	68.00	70.33	8.50	78.83	315.32
23	1	70.00	72.39	8.75	81.14	324.56
24	2	60.00	62.05	7.50	69.55	278.20
25	3	57.00	58.95	7.12	66.07	264.28
26	4	57.00	58.95	7.12	66.07	264.28
27	5	57.00	58.95	7.12	66.07	264.28
28	6	57.00	58.95	7.12	66.07	264.28
29	7	67.00	69.29	8.38	77.67	310.68
30	8	75.00	77.57	9.38	86.95	347.80
31	9	65.00	67.22	8.12	75.34	301.36
32	10	64.00	66.19	8.00	74.19	296.76
33	11	75.00	77.57	9.38	86.95	347.80
34	12	67.00	69.29	8.38	77.67	310.68
35	13	57.00	58.95	7.12	66.07	264.28
36	14	51.00	52.74	6.38	59.12	236.48
37	15	51.00	52.74	6.38	59.12	236.48
38	16	57.00	58.95	7.12	66.07	264.28
39	17	51.00	52.74	6.38	59.12	236.48
40	18	51.00	52.74	6.38	59.12	236.48
41	19	68.00	70.33	8.50	78.83	315.32

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
42	1	63.00	65.16	7.88	73.04	292.16
43	2	57.00	58.95	7.12	66.07	264.28
44	3	57.00	58.95	7.12	66.07	264.28
45	4	57.00	58.95	7.12	66.07	264.28
46	5	51.00	52.74	6.38	59.12	236.48
47	6	51.00	52.74	6.38	59.12	236.48
48	7	57.00	58.95	7.12	66.07	264.28
49	8	66.00	68.26	8.25	76.51	306.04
50	9	76.00	78.60	9.50	88.10	352.40
51	10	64.00	66.19	8.00	74.19	296.76
52	11	64.00	66.19	8.00	74.19	296.76
53	12	76.00	78.60	9.50	88.10	352.40
54	13	67.00	69.29	8.38	77.67	310.68
55	14	57.00	58.95	7.12	66.07	264.28
56	15	57.00	58.95	7.12	66.07	264.28
57	16	59.00	61.02	7.38	68.40	273.60
58	17	51.00	52.74	6.38	59.12	236.48
59	18	51.00	52.74	6.38	59.12	236.48
60	19	57.00	58.95	7.12	66.07	264.28
61	20	66.00	68.26	8.25	76.51	306.04
62	21	69.00	71.36	8.62	79.98	319.92
63	3	67.00	69.29	8.38	77.67	310.68
64	5	67.00	69.29	8.38	77.67	310.68
65	7	57.00	58.95	7.12	66.07	264.28
66	9	51.00	52.74	6.38	59.12	236.48
67	11	51.00	52.74	6.38	59.12	236.48
68	13	57.00	58.95	7.12	66.07	264.28
69	15	67.00	69.29	8.38	77.67	310.68
70	17	57.00	58.95	7.12	66.07	264.28
71	19	63.00	65.16	7.88	73.04	292.16
72	37	70.00	72.39	8.75	81.14	324.56
73	35	59.00	61.02	7.38	68.40	273.60
74	33	70.00	72.39	8.75	81.14	324.56
75	7	65.00	67.22	8.12	75.34	301.36
76	5	66.00	68.26	8.25	76.51	306.04
77	3	66.00	68.26	8.25	76.51	306.04
78	1	67.00	69.29	8.38	77.67	310.68
79	4	64.00	66.19	8.00	74.19	296.76
80	15	66.00	68.26	8.25	76.51	306.04
81	13	63.00	65.16	7.88	73.04	292.16
82	11	64.00	66.19	8.00	74.19	296.76
83	9	63.00	65.16	7.88	73.04	292.16
84	7	66.00	68.26	8.25	76.51	306.04

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
85	5	66.00	68.26	8.25	76.51	306.04
86	3	65.00	67.22	8.12	75.34	301.36
87	9	66.00	68.26	8.25	76.51	306.04
88	7	64.00	66.19	8.00	74.19	296.76
89	5	66.00	68.26	8.25	76.51	306.04
90	3	67.00	69.29	8.38	77.67	310.68
91	2	66.00	68.26	8.25	76.51	306.04
92	2	62.00	64.12	7.75	71.87	287.48
93	4	65.00	67.22	8.12	75.34	301.36
94	6	66.00	68.26	8.25	76.51	306.04
95	8	63.00	65.16	7.88	73.04	292.16
96	2	66.00	68.26	8.25	76.51	306.04
97	31	70.00	72.39	8.75	81.14	324.56
98	29	59.00	61.02	7.38	68.40	273.60
99	27	70.00	72.39	8.75	81.14	324.56
100	25	66.00	68.26	8.25	76.51	306.04
101	23	54.00	55.85	6.75	62.60	250.40
102	21	54.00	55.85	6.75	62.60	250.40
103	19	59.00	61.02	7.38	68.40	273.60
104	4	76.00	78.60	9.50	88.10	352.40
105	6	76.00	78.60	9.50	88.10	352.40
106	8	67.00	69.29	8.38	77.67	310.68
107	10	59.00	61.02	7.38	68.40	273.60
108	12	59.00	61.02	7.38	68.40	273.60
109	12	66.00	68.26	8.25	76.51	306.04
110	14	64.00	66.19	8.00	74.19	296.76
111	16	66.00	68.26	8.25	76.51	306.04
112	18	67.00	69.29	8.38	77.67	310.68
113	14	67.00	69.29	8.38	77.67	310.68
114	16	73.00	75.50	9.12	84.62	338.48
115	18	54.00	55.85	6.75	62.60	250.40
116	11	58.00	59.98	7.25	67.23	268.92
117	9	54.00	55.85	6.75	62.60	250.40
118	7	75.00	77.57	9.38	86.95	347.80
119	5	59.00	61.02	7.38	68.40	273.60
120	3	73.00	75.50	9.12	84.62	338.48
121	20	66.00	68.26	8.25	76.51	306.04
122	22	59.00	61.02	7.38	68.40	273.60
123	24	59.00	61.02	7.38	68.40	273.60
124	26	59.00	61.02	7.38	68.40	273.60
125	28	59.00	61.02	7.38	68.40	273.60
126	30	70.00	72.39	8.75	81.14	324.56
127	3	67.00	69.29	8.38	77.67	310.68

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
128	5	60.00	62.05	7.50	69.55	278.20
129	7	66.00	68.26	8.25	76.51	306.04
130	9	60.00	62.05	7.50	69.55	278.20
131	11	67.00	69.29	8.38	77.67	310.68
132	10	60.00	62.05	7.50	69.55	278.20
133	8	70.00	72.39	8.75	81.14	324.56
134	3	84.00	86.87	10.50	97.37	389.48
135	1	84.00	86.87	10.50	97.37	389.48
136	8	73.00	75.50	9.12	84.62	338.48
137	6	80.00	82.74	10.00	92.74	370.96
138	4	80.00	82.74	10.00	92.74	370.96
139	2	70.00	72.39	8.75	81.14	324.56
140	4	60.00	62.05	7.50	69.55	278.20
141	32	70.00	72.39	8.75	81.14	324.56
142	34	60.00	62.05	7.50	69.55	278.20
143	36	80.00	82.74	10.00	92.74	370.96
144	38	80.00	82.74	10.00	92.74	370.96
145	40	80.00	82.74	10.00	92.74	370.96
146	18	76.00	78.60	9.50	88.10	352.40
147	16	76.00	78.60	9.50	88.10	352.40
148	14	76.00	78.60	9.50	88.10	352.40
149	12	76.00	78.60	9.50	88.10	352.40
150	10	76.00	78.60	9.50	88.10	352.40
151	8	76.00	78.60	9.50	88.10	352.40
152	6	76.00	78.60	9.50	88.10	352.40
153	4	76.00	78.60	9.50	88.10	352.40
154	2	68.00	70.33	8.50	78.83	315.32
501	1	51.00	52.74	6.38	59.12	236.48
502	3	43.00	44.47	5.38	49.85	199.40
503	5	43.00	44.47	5.38	49.85	199.40
504	7	43.00	44.47	5.38	49.85	199.40
505	9	43.00	44.47	5.38	49.85	199.40
506	11	53.00	54.81	6.62	61.43	245.72
		<b>10,000.00</b>	<b>\$10,342.09</b>	<b>\$1,250.16</b>	<b>\$11,592.25</b>	<b>\$46,369.00</b>



## MINUTES OF THE RECONVENED ANNUAL GENERAL MEETING COMMUNITY CORPORATION Plan No. 22821 30 SELICKS BEACH ROAD SELICKS BEACH

DATE, PLACE & TIME OF MEETING: Friday, 20 September 2024  
9:00 AM.  
463 Regency Road Prospect SA 5082

LOTS REPRESENTED:			
	Lot 5	Mr Scott & Mrs Judy Butcher	Proxy to ABCM
	Lot 8	Mr Giovanni & Ms Giuseppina Zinghini	Owner present
	Lot 11	Mr Michael G B Von Berg & Ms Denise A Rowe	Proxy to ABCM
	Lot 15	Mr Alan C Barrie & Ms S M Geary	Owner present
	Lot 17	Mr A I & Mrs M F Grosser	Owner present
	Lot 19	Mr Mark Paneras	Proxy to ABCM
	Lot 20	Mr Geoffrey M Titus	Proxy to ABCM
	Lot 22	Mr Leslie Robert & Mrs Joanne Meredith Hughes	Owner present
	Lot 26	Mr Peter Stathis & Mrs Victoria Triantafyllou	Owner present
	Lot 34	Paul Ross Brown & Michelle Patricia Field	Proxy to ABCM
	Lot 40	Mr Gary David Fowler & Mrs Rosemary Lyn Fowler	Proxy to ABCM
	Lot 51	Mr Andrew & Mrs Konstantina Psaromatis	Proxy to ABCM
	Lot 53	Mr Ian Charles Wright	Proxy to ABCM
	Lot 61	Mrs Elizabeth Helen Lounder	Proxy to ABCM
	Lot 66	Ms Tracey A McGlenchy	Proxy to ABCM
	Lot 73	Mr Raffaele & Mrs Giuseppina Ceravolo	Proxy to ABCM
	Lot 76	Mr Mario C & Mrs Donata R Bruno	Owner present
	Lot 78	Ms Petrea B Smith	Proxy to Mrs Roslynn Davis
	Lot 79	Mr Christopher Donald Winning & Ms Olivia Bendt	Proxy to ABCM
	Lot 80	Ms Melodie Hicks	Proxy to Mr Christopher Hick
	Lot 90	Matthew John & Sarah Louise Ford ATF The Ford Family Vault	Proxy to ABCM
	Lot 93	Ms Giuseppiana Ceravolo	Proxy to ABCM
	Lot 94	Ms R & Ms G Ceravolo	Proxy to ABCM
	Lot 96	Ms Kirsty J Shearer	Owner present
	Lot 100	Mr Ivan Russel Taylor & Mrs Tsui You Taylor	Owner present
	Lot 105	Mr Shane Davies & Ms Samantha Andruszkiewicz	Owner present
	Lot 112	Mr David Kenneth & Mrs Marylyn Catherine Marshall	Proxy to ABCM
	Lot 121	Miss Nicole Forster	Proxy to ABCM
	Lot 129	Mr I G Grant	Proxy to ABCM
	Lot 132	Mrs Alison Jefferies	Proxy to ABCM
	Lot 135	Mr John Stafford Horder & Ms Janice Dawn Fort	Proxy to ABCM
	Lot 140	Mrs Gina Estelle Belle	Proxy to ABCM
	Lot 143	Mr Clayton John & Kimberley Ann Boundey	Proxy to ABCM
	Lot 145	Mr Michael J Coleman, Mr A L & Mrs A M Coleman	Proxy to ABCM
	Lot 151	Mr Gary Kirk & Mrs Sandra Kirk	Proxy to ABCM
	Lot 152	Mr Andrew & Mrs Antonietta Caruana	Proxy to ABCM

IN ATTENDANCE: Mr Michael Caruso of Ace Body Corporate Management

## 1. Appointment of Chairperson

Owners represented were in majority favour of Michael Caruso of ABCM to assist the corporation with conducting the meeting and recording the minutes.

**Motion CARRIED.**

## 2. Quorum, In Attendance, Recording of Proxies

A quorum was declared in accordance with section 94(2) of the Community Titles Act.

## 3. Disclosure Pecuniary Interest

It is an offence to not disclose any direct or indirect pecuniary interest in a matter in relation to the corporation. Under the Community Titles Act 1996 (S85[1]), a delegate of the community corporation who has direct or indirect pecuniary interest in a matter in relation to which he or she proposes to perform delegated functions or powers must disclose the nature of the interest, in writing, to the corporation before performing functions or powers.

## 4. Confirmation of Previous Meeting Minutes

The minutes of the Annual General Meeting held on 27th of June 2023 be accepted as a true and accurate record of the proceedings.

**Motion CARRIED.**

## 5. Business Arising from Previous Meeting

The following items were completed in the previous year...

- reserve beautification

**Motion CARRIED.**

## 6. Confirmation of Financial Statements

The financial statements for the twelve month period ending 31st of March 2024 are proposed to be accepted as an accurate record of the corporation's financial position by the members of the corporation. All records were accessible throughout the meeting.

**Motion CARRIED.**

## 7. Current Arrears

ABCM advised that fourteen lots are currently in arrears with the combined total owed to the corporation being \$1,423.17. The debt collection process has commenced to recoup funds from the owner(s). ABCM is currently managing this process, and should this present any potential financial impact on the corporation the committee will be advised by ABCM. Owners are reminded that any shortfall of funds are to be raised by the members of the corporation to meet the financial obligations of the corporation.

## 8. APPOINTMENTS

### 8.1 Election of Office Bearers

In accordance with Community Titles Act 1996 Part 9 Division 1, Section 76, the members of Body Corporate elected the following members for the next 12 months.

Presiding Officer:	Mr Mario Bruno
Treasurer:	Mrs Roslynn Davis as Proxy
Secretary:	Ms Kirsty J Shearer

An officer can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation. If a vacancy arises in any of the positions, the position can either be filled at a general meeting (fees may apply), or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy.

**Motion CARRIED.**

## **8.2 Election of Management Committee**

Per Division 3 Section 90.3, members of a committee must be natural persons and must include the presiding officer, the treasurer and the secretary of the corporation. The members of the corporation agree the office bearers would constitute the corporation's management committee in addition to the below members:

Mr Chris Hicks, Mr Les Hughes & Mr Giovanni Zinghini (John)

ABCM is authorised to share contact details of all committee members between committee members. All committee members must use the owners portal for ease of communication. The committee is aware that all committee minutes will be filed and accessible by all owners.

The management committee to be authorised to proceed for each occurrence of unplanned maintenance work that may occur throughout the year and raise special levies if required. The management committee does not have the power to authorise anything for which a special or unanimous resolution of the corporation is required by the legislation or the articles of the corporation in accordance with Community Title Act 1996 Part 9, Division 3, Section 92.

The corporation as per section 9.4 of the management agreement acknowledges the Presiding Officer is appointed to communicate all approved instructions to ABCM, unless the Management Committee elects another committee member to provide approved instructions to ABCM. In any event, instructions shall only be communicated to ABCM by one committee spokesperson to create clear and effective channels of communication.

**Motion CARRIED.**

## **8.3 Appointment of Management**

The Management Committee has reviewed the manager and recommends continuing with Ace Body Corporate for the next five years. The committee has negotiated for management fees to be capped at the 2024 amount for that period.

Ace Body Corporate Management (ABCM) is appointed as manager for the corporation's current financial year and provide routine services in accordance with the Community Titles Act Section 76(9) to assist the appointed officer bearers in accordance with Section 2.1 and the General Conditions of the management agreement. Pro-rata management fees will be charged from the end of the corporation's financial year up until the next Annual General Meeting of the corporation.

All funds of the corporation are to be deposited in the Macquarie Bank account in the name of the corporation, which shall be audited and operated in accordance with the legislation. The Presiding Officer or an appointed office bearer is authorised by the Body Corporate to sign the management agreement. If a signed copy has not been received by ABCM within 21 days, the agreement is deemed to have been accepted by the Body Corporate.

ABCM advised additional services in sections 2.2, 2.3, and Special Conditions as stated in the management agreement are provided, they will be charged to the corporation where applicable. These charges may include but not limited to, extended administration, non routine functions, government charges, registering as public officer, disbursements, audit charges and tax preparation if necessary. These charges will be debited to the corporation.

**Motion CARRIED.**

## **9. INSURANCE**

### **9.1 Current Insurance with Valuation**

ABCM advised that the corporation is required to keep the common property / all buildings and building improvements insured to their full replacement value per the Community Titles Act 1996, Part 10 Division 2 - Section 103 & 104 (2)b -The insurance must be for the full cost of replacing the buildings or improvements with new materials; Section 106 (2) - A person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement.

No valuation is held on file.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
CAH0008021	CHU Underwriting Agency Pty Ltd	30 Apr 2025	Common Property	\$250,000.00
			Legal Liability	\$30,000,000.00
			Voluntary Workers	\$200,000.00 / \$2,000.00
			Fidelity Guarantee	\$250,000.00
			Office Bearer Liability	\$1,000,000.00
			Machinery Breakdown	\$50,000.00
			Govt. Audit Costs	\$25,000.00
			Appeal Expenses	\$100,000.00
			Legal Defence	\$50,000.00
<b>TOTAL PREMIUM: \$1,914.73</b>				

## 9.2 Renewal Instructions

Members of the corporation authorise ABCM to arrange and place the insurance on behalf of the corporation.

**Motion CARRIED.**

## 9.2 Alternatives for Renewal Instructions

### Option C

#### Obtain Quotes Prior to Renewal

Members request ABCM obtain an additional quote at time of renewal and authorised the management committee to select the most appropriate policy. ABCM will send quotes to the management committee and provide 7 days for a response. If no direction is given, the members authorise ABCM to renew as per Broker recommendation.

**'OPTION C' has been selected with the highest votes.**

## 10. Repair & Maintenance

### 10.1 PROPOSED ORDINARY RESOLUTION: Reserve Maintenance

The Corporation approves continuing to maintain common grounds for the next twelve months. The corporation authorises the Management Committee to appoint contractors as required, noting that the local council also provides limited services to the corporation. The Management Committee is authorised to use administration funds up to the amount of the current annual budget.

**Motion CARRIED.**

Members briefly discussed the dust that is created in summer when the council mows the reserve. Members agreed that no action is required as the council performs mowing at no cost to the corporation. There is no benefit causing friction regarding this service, as there is a possibility of the council ceasing the service and the corporation will then need to pay for the reserve to be mowed, funding from quarterly levies.

### 10.2 PROPOSED ORDINARY RESOLUTION: Annual Sewer Maintenance

The Corporation approves Ken Hall Plumbers to undertake routine annual sewer maintenance in as required on instructions from the committee. Funds of as quoted will added/allocated in the Admin Budget.

**Motion CARRIED.**

### 10.3 PROPOSED ORDINARY RESOLUTION: Storm Water Drain Maintenance

The Corporation approves Ken Hall Plumbers to undertake routine storm water drain maintenance in as required on instructions from the committee. Funds of as quoted will be added/allocated in the Admin Budget.

**Motion CARRIED.**

### 10.4 Termite inspections / Treatment

ABCM encourages all owners to undertake routine termite inspections on a regular basis. Should termite activity be found it is strongly encouraged owners undertake immediate treatment to prevent further damage. Owners are requested to advise ABCM of any activity so neighbours / body corporate can be notified. Owners are reminded termite damage is generally not covered by Insurance.

## 11. BUDGET

### 11.1 Cost of living / Inflationary Pressure

As part of a cost of living assistance measure the Committee prior to last AGM negotiated reduced management fees, and facilitated a reduction to overall levy contributions. This year the committee has reviewed the success of those negotiations and recommends a further reduction in levy contributions and fixing the management of the corporation for the next five years, to ensure that levies can remain constant. The committee will review levy contributions every year to ensure that the corporation remains financially responsible.

**Motion CARRIED.**

### 11.2 Administration Fund - Unit Entitlement

The committee has reviewed the proposed administration budget and present it to the meeting for endorsement.

In accordance with the Community Titles Act 1996, Part 11 Division 1, Section 114, the members of the corporation agree to fix the following proposed administration budget of \$37,335.00 for the following twelve months and to ensure it will meet the corporations financial responsibility. Owners are reminded to adequately budget for unexpected occurrences otherwise the corporation will incur additional administrative expenses. Contributions are divided by unit entitlement, payable Quarterly commencing 1st of August 2024 and to continue until changed at an AGM.

Corporation members acknowledged and agree should the budget need to be increased to meet obligations, owners present at the meeting are entitled to make this decision on behalf of the corporation.

**Motion CARRIED.**

### 11.3 Sinking Fund by Unit Entitlement

The committee has reviewed the proposed sinking fund contributions and present it to the meeting for endorsement.

The members of the corporation agree with the proposed Sinking Fund of \$5,000.00 per annum. The Sinking Fund's purpose is not to be used for the day to day expense of the corporation unless instructed so by the management committee and is additional to the Administrative Budget. Contributions are divided by unit entitlement and payable Quarterly with Administration Levies.

Corporation members acknowledged and agree should the budget need to be increased to meet obligations, owners present at the meeting are entitled to make this decision on behalf of the corporation.

**Motion CARRIED.**

### 11.4 Investment Account

Members agree to the proposed investment account with the invested funds in an interest-bearing account for the following 12 months.

The amount of funds invested at the time of the Annual General Meeting is \$211,684.48 plus accumulated interest for the current investment period. Upon maturity date the Committee be authorised to provide further instructions.

**Motion CARRIED.**

## **12. AUTHORISED DIRECTIVES**

### **12.1 Special Levies**

The corporation is encouraged to budget adequate surplus funds at the AGM. If a shortfall of funds occurs for any reason throughout the year, a special levy will be required and ABCM authorised to liaise with the corporation to raise funds required to meet such a shortfall. ABCM made owners aware that extended administration fees will be charged to facilitate the additional financial administration.

### **12.2 Unpaid Contributions/ Levy Debt Collection**

Community Titles Act 1996 Section 114(7&8) - "(7) Payment of a contribution, instalment or interest is enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot. (8) A contribution, instalment or interest may be recovered as a debt."

Members of the corporation are reminded that if contact details like postal addresses and email address change, failure to notify ABCM may result in overdue levies and initiate arrears process.

Any and all costs and fees related and associated with any action taken by the corporation against a unit (including, but not limited to, the recovery of outstanding contributions and breaches of the bylaws), shall be levied against the relevant unit as a debt. Such costs and fees may include, but are not limited to, legal costs, collections costs, third party costs, late fees and administrative fees. The Corporation authorises ABCM to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Corporation, in particular:

- Each owner will be issued an account 30 days before the due date.
- If account remains unpaid, reminder arrears notices will be sent at 7 days and 38 days after the due date.
- If account remains unpaid at 60 days, ABCM will initiate contact with the owner on behalf of the corporation and discuss payment arrangements.
- If no arrears payment arrangements are finalised with owner at 66 days, a Letter of Demand will be issued, and formal debt collection process may commence.

*\*Please note all debt collection costs, court & search / lodgement fees and interest are recoverable from the Lot/Unit owner.*

### **12.3 Invoice approval process**

The corporation authorises ABCM to pay received invoices for works approved at the AGM. Approved works arranged outside the AGM, the corporation requires one office bearer to provide approval in writing to ABCM for payment.

### **12.4 Maintenance Policy**

The corporation acknowledges and approves adopting a maintenance policy to expedite jobs. The following is the directive.

- 1) Repairs outside of resolutions at the AGM and equal to or less than \$600.00 inc GST or vital in nature, one Officer Bearer to approve.
- 2) Repairs outside of resolutions at the AGM and greater than \$600.00 inc GST to be referred to the committee to provide instructions.
- 3) Repairs under \$2000.00 ABCM will obtain 1 quote, to be referred to the committee to provide instructions.
- 4) Repairs greater than \$2000.00 ABCM will obtain 2 quotes, a 3<sup>rd</sup> quote upon instructions from the committee will only be obtained if there is a significant disparity between quotes. Quotes to be referred to the committee to provide instructions.
- 5) Repairs of emergency nature will be attended ASAP and the committee to be informed.
- 6) The corporations committee is authorised to provide scope of works to ABCM and encourages owners to submit independent quotes within the agreed time frame when work is required.

### 13. BYLAWS - General Information

Owners are to ensure Bylaws are passed to occupants. Agents are encouraged to make them part of the tenancy agreement. Owners are made aware that any breach of the bylaws a penalty fine may be issued, payable and collected as a debt from the owner. Corporations committees are to review the bylaws regularly and update as required.

### 14. Communication Protocols

#### General Information and Documents.

First try our online portal <https://my.smata.com/>

Information available: Insurance Policy Details, Levy Notices, AGM minutes, Plans, Invoices Status of open jobs.

#### Property Emergency or Vital Corporation Matters Phone.

Office Hours: 8342-1544

After Hours Property Emergency: Ken Hall Plumbers direct on 83645855

#### Other Important Numbers:

Police for Behaviour/Noise/etc. 131 444

State Emergency Service (SES) 132 500

#### Communication from our office will include.

- @smata.com emails regarding job status & invoice approvals
- @dropbox emails for electronic signing
- @acebodycorp.com.au emails directly from our staff
- Telephone calls or emails direct to committee members for instruction clarification.
- Routine enquiries, **email** our NEST TEAM on [eggs@acebodycorp.com.au](mailto:eggs@acebodycorp.com.au)

### 15. ALTERATIONS/ADDITIONS/APPROVALS

#### 15.1 RESOLUTION: BYLAW UPDATES

Members present discussed the appropriateness of the Bylaws. Mr Michael Caruso stated that over time, bylaws may become outdated and suggested that best practice is to review bylaws regularly. The process put simply, is the committee should review the bylaws and to make recommendations to the corporation, for approval at a general meeting. ABCM can assist with the process, and stated there are costs to have the documents lodged. The committee stated that they will review the Bylaws over the coming 12 months and will table any recommendations at the 2025 AGM.

The Corporation approves the management committee to undertake a review of the corporation's bylaw and table any recommendations at the 2025 AGM for approval. Existing Funds will be used for any costs.

**Motion CARRIED.**

#### 15.2 RESOLUTION: Excessive Dust at the Corporation

Several members stated there is excessive dust blowing across the property from the nearby quarry and their attempts to contact authorities for resolution have been unsuccessful. The Presiding Officer stated that the committee will investigate what actions the corporation could take and requested assistance from ABCM.

The corporation authorises the committee to investigate and take action deemed necessary on behalf of the corporation. The corporation approves existing funds to be used for any costs.

**Motion CARRIED.**

**CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:16 PM.**



# Balance Sheet

## As at 19/06/2025

Ace Body Corporate Management  
ABN: 85 102 494 717  
PO Box 671, Modbury SA

Ph: 08 8342 1544  
E: [accounts.sa@acebodycorp.com.au](mailto:accounts.sa@acebodycorp.com.au)

Community Corporation No. 22821 Inc.

Blue Water Estate, 30 Sellicks Beach Road,  
SELICKS BEACH SA 5174

### Current period

#### Owners' funds

##### Administrative Fund

Operating Surplus/Deficit--Admin	1,983.87
Owners Equity--Admin	36,288.27
	<hr/>
	38,272.14

##### Sinking Fund

Operating Surplus/Deficit--Sinking	1,253.60
Owners Equity--Sinking	240,606.04
	<hr/>
	241,859.64

##### Net owners' funds

**\$280,131.78**

#### Represented by:

##### Assets

##### Administrative Fund

Cash at Bank--Admin	35,239.82
Receivable--Levies--Admin	1,417.79
Receivable--Owners--Admin	1,614.53
	<hr/>
	38,272.14

##### Sinking Fund

Cash at Bank--Sinking	22,543.74
Investments--Sinking	219,128.58
Receivable--Levies--Sinking	187.32
	<hr/>
	241,859.64

##### Unallocated Money

Cash at Bank--Unallocated	1,536.03
	<hr/>
	1,536.03

##### Total assets

**281,667.81**

#### Less liabilities

##### Administrative Fund

**0.00**

##### Sinking Fund

**0.00**

##### Unallocated Money

Prepaid Levies--Unallocated	1,536.03
	<hr/>
	1,536.03

##### Total liabilities

**1,536.03**

#### Net assets

**\$280,131.78**



## Balance Sheet

### As at 31/03/2025

Community Corporation No. 22821 Inc.

Blue Water Estate, 30 Sellicks Beach Road,  
SELLICKS BEACH SA 5174

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	6,580.88
Owners Equity--Admin	29,707.39
	<u>36,288.27</u>
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	18,473.77
Owners Equity--Sinking	222,132.27
	<u>240,606.04</u>
<b>Net owners' funds</b>	<u><u>\$276,894.31</u></u>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	33,995.26
Receivable--Levies--Admin	1,883.81
Receivable--Owners--Admin	1,371.14
	<u>37,250.21</u>
<b>Sinking Fund</b>	
Cash at Bank--Sinking	21,356.55
Investments--Sinking	219,128.58
Receivable--Levies--Sinking	249.74
	<u>240,734.87</u>
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	813.49
	<u>813.49</u>
<i>Total assets</i>	<u><u>278,798.57</u></u>
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Prepaid Levies--Admin	961.94
	<u>961.94</u>
<b>Sinking Fund</b>	
Prepaid Levies--Sinking	128.83
	<u>128.83</u>
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	813.49
	<u>813.49</u>
<i>Total liabilities</i>	<u><u>1,904.26</u></u>

**Net assets**

**Current period**

\$276,894.31



# Income & Expenditure Statement for the financial year to 31/03/2025

Ace Body Corporate Management  
ABN: 85 102 494 717  
PO Box 671, Modbury SA  
Ph: 08 8342 1544  
E: [accounts.sa@acebodycorp.com.au](mailto:accounts.sa@acebodycorp.com.au)

Community Corporation No. 22821 Inc.

Blue Water Estate, 30 Sellicks Beach Road,  
SELICKS BEACH SA 5174

## Administrative Fund

### Current period

01/04/2024-31/03/2025

### Revenue

Interest on Arrears--Admin	89.50
Levies --Admin	38,343.58
<i>Total revenue</i>	<u>38,433.08</u>

### Less expenses

Acc Keeping Fee--Investment Acc	82.50
ATO / Public Officer	99.00
Audit Services	674.00
Comms/Data/Technology - Fixed Fee	9,426.00
Consultants	548.94
Insurance--Premiums	1,914.73
Maint Grounds--Landscaping	360.00
Maint Grounds--Lawns & Gardening	4,048.00
Management Fees--Standard	11,731.96
Meeting Fee	650.00
Meeting Room Expenses	51.28
Recovery--Reminder Notices	94.50
Taxation Services	44.00
Utility--Council Rates	1,449.19
Utility--Electricity	66.97
Water Use	611.13
<i>Total expenses</i>	<u>31,852.20</u>

### Surplus/Deficit

6,580.88

Opening balance 29,707.39

### Closing balance

\$36,288.27



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>CAH0008021</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	30/04/2025 to 30/04/2026 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 22821 INC.
<b>Situation</b>	30 SELICKS BEACH ROAD SELICKS BEACH SA 5174

---

### Policies Selected

#### Policy 1 – Community Property

Community property: \$250,000  
Community income: \$37,500  
Common area contents: \$0

#### Policy 2 – Liability to Others

Limit of liability: \$30,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

#### Policy 5 – Office Bearers' Legal Liability

Limit of liability: \$1,000,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Not Selected

#### Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000  
Part B: Appeal expenses – common property health & safety breaches: \$100,000  
Part C: Legal Defence Expenses: \$50,000

**Flood Cover is included.**



### Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

15/04/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Orig. AG 10180932



11:47 8-Mar-2005

1 of 2

Fees: \$98.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

*Peter Fisher*

Solicitor/Registered Conveyancer/Applicant

PETER FISHER

AGENT CODE

Lodged by:

Correction to: **NORMAN WATERHOUSE** **NWAM**

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

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

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

Series No.	Prefix
1	AG

**BELOW THIS LINE FOR OFFICE USE ONLY**

Date	Time	
FEES		
R.G.O.	POSTAGE	NEW C.T.
98.00		

*DU 10141867*

**PICK UP SLIP  
SIGHTED**  
  
 18 MAR 2005

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

REGISTERED **18 MAR 2005**

*Burndell pro*

REGISTRAR GENERAL

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

ITEM(S)	AGENT CODE

Insert type of document here

APPLICATION TO NOTE - DEVELOPMENT ACT 1993 LAND MANAGEMENT AGREEMENT

TO: THE REGISTRAR GENERAL

CITY OF ONKAPARINGA ABN 97 047 258 128 of Ramsay Place, Noarlunga, 5168 HEREBY APPLIES pursuant to the provisions of Section 57(5) of the Development Act, 1993 for the noting of the attached Deed dated the 23<sup>rd</sup> day of February 2005 and made between the CITY OF ONKAPARINGA aforesaid as the Council of the one part and BLUEWATER DEVELOPMENTS (SA) PTY LTD ABN 42 101 907 279 of 135 South Terrace, Adelaide, 5000 as the Owner of the other part as a Land Management Agreement pursuant to Section 57(2) of the said Act. The said Deed binds Allotment 901 in Deposited Plan 66924 being portion of the land comprised in Certificate of Title Register Book Volume 5296 Folio 540 and operates to control the future development/conservation/preservation/management of the said land.

NOW WHOLE OF LAND IN CT. VOL 5937 FOL 530 2005

DATED the 23<sup>rd</sup> day of February 2005

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

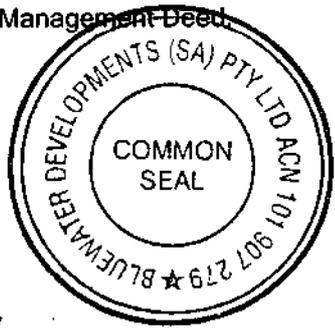


*[Signature]* Mayor

*[Signature]* Chief Executive Officer

The Owner HEREBY CONSENTS to the noting of the attached Land Management Deed.

THE COMMON SEAL of BLUEWATER DEVELOPMENTS (SA) PTY LTD was hereunto affixed in the presence of:



*[Signature]* Director

*[Signature]* Director/Secretary

NB: This form may be used only when no panel form is suitable. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

THIS DEED is made the 23<sup>rd</sup> day of February 2005

**BETWEEN:** CITY OF ONKAPARINGA ABN 97 047 258 128 of Ramsay Place, Noarlunga, SA 5168 (hereinafter with its successors and assigns called "the Council") of the one part

**AND:** BLUEWATER DEVELOPMENTS (SA) PTY LTD ABN 421 019 072 79 064 73743 135 South Terrace, Adelaide, SA 5000 (hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

Doc Code		D
Doc No		421 019 072 79 064 73743
Consid/Val/Sect		0.00
SA Proportion %		0.00
Stamp Duty	\$	10.00
LTO Fees	\$	0.00
Interest	\$	0.00
Pen/Add Tax	\$	0.00
Date		08/03/2005

**RECITALS:**

- A. The Owner is the proprietor of an estate in fee simple in the whole of the land comprising Allotment 901 in Deposited Plan 66924 being portion of the land comprised in Certificate of Title Register Book Volume 5296 Folio 540 (hereinafter called "the Land");
- B. By a Development Application No. 145/C536/2002/LC (hereinafter called "the Community Title Application") the Owner is seeking provisional development plan and land division consent pursuant to the provisions of the Act from the Council to the development of Allotment 901 by further division as described in the proposed Plan of Community Division attached to the Community Title Application.
- C. The Council and the Owner have discussed various proposals and agreed various matters in relation to the proposed development of the Land by the Owner as set out in the Master Agreement. The Owner is entering into this Deed relating to the development management preservation and conservation of the Land subject to the terms and conditions in this Deed and pursuant to the provisions of Section 57(2) of the Act.
- D. Pursuant to the Community Title Application the Owner is to maintain and operate the Storage Works on portion of the Land which Storage Works are to be designed to store Treated Waste Water before it is used either on Open Space Land or distributed by way of a dual reticulation system to each dwelling constructed on the Community Parcel.
- E. The Council has agreed to the proposal for the construction of the Waste Water Treatment Plant and in particular the proposed size and capacity of the Waste Water Treatment Plant on the understanding that it will service not more than 156 Community Lots each comprising a single residence unless Class A is achieved or an alternative disposal path is available.

**NOW THIS DEED WITNESSES** as follows:

**1. INTERPRETATION**

- 1.1 The parties acknowledge that the matters recited above 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:
- 1.2.1 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
- 1.2.2 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;
- 1.2.3 The term "Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner 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 to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- 1.2.4 "Act" means the Development Act 1993;
- 1.2.5 "Authorisation" means:
- 1.2.5.1 any authorisation, approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, resolution, direction, declaration or exemption and any renewal and variation of them by or with a Government Agency; and
- 1.2.5.2 for anything which a Government Agency may prohibit or restrict within a specified period, the expiry of that period without intervention or other action by that Government Agency;
- 1.2.6 "Class A Water" and "Class B Water" means the treated waste water which complies with the Class A or the Class B requirements (as the case may be) as defined in Table 1.1 of the South Australian Reclaimed Water Guidelines for treated waste water, prepared by the EPA and the DHS, dated April 1999;
- 1.2.7 "Community Lots" has the same meaning as ascribed to it in the Community Titles Act 1996;

- 1.2.8 "Community Title Application" means the application by the Owner pursuant to the Act to divide the Community Parcel by way of a primary plan of community division;
- 1.2.9 "Community Parcel" means the land to be divided by the Community Plan of Division but does not include any street or road or other open space that has vested in the Council or another public authority;
- 1.2.10 "Council" means the City of Onkaparinga its successors and assigns.
- 1.2.11 "EPA" means the Environment Protection Authority and includes its successors and assigns;
- 1.2.12 "DHS" means the Department of Human Services and its successors and assigns;
- 1.2.13 "Government Agency" means:
- 1.2.13.1 a government, whether federal, state, territorial or local;
  - 1.2.13.2 a department, office or minister of a government acting in that capacity; or
  - 1.2.13.3 a commission, delegate, instrumentality, agency, board, or other government, semi-government, judicial, administrative, monetary or fiscal authority, whether statutory or not, charged with the administration of any applicable legislation;
- 1.2.14 "Land" means the whole of the land comprised in Allotment 901 in DP 66924 and shall include any part or parts of the Land;
- 1.2.15 "Master Agreement" means the agreement between the City of Onkaparinga and Bluewater Developments (SA) Pty Ltd dated the 23<sup>rd</sup> day of February 2005.
- 1.2.16 "Open Space Land" means allotment 903 being portion of the Land comprised in Certificate of Title Register Book Volume 5296 Folio 540;
- 1.2.17 "Owner" means Bluewater Developments (SA) Pty Ltd ABN 421 019 072 79 and its successors and assigns where the Owner is a company or body corporate includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner 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 to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such

encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;

- 1.2.18 "Owner's Land" has the meaning give to that term in Recital A;
  - 1.2.19 "Storage Works" means the tanks, pumps, pipes and other infrastructure constructed on Lot C1 in the plan forming part of the Community Title Application which tanks, pipes and other infrastructure is used for the purposes of storing and the distribution of Treated Waste Water either to the Open Space Land or to allotments created within the Community Parcel;
  - 1.2.20 "Treated Waste Water" means waste water that has been treated by the Council at the Waste Water Treatment Plant;
  - 1.2.21 "Waste Water Treatment Plant" means the waste water treatment plant owned and operated by the Council and situated on Certificate of Title Volume 5883 Folio 708;
  - 1.2.22 "person" shall include a corporate body;
  - 1.2.23 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
  - 1.2.24 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
  - 1.2.25 Words importing any gender shall include every gender;
  - 1.2.26 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.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.
  - 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

## **2. OWNER'S OBLIGATIONS**

- 2.1 The Owner hereby agrees that it shall operate and maintain the Storage Works and in particular shall:
  - 2.1.1 Obtain and comply with all necessary Authorisations (including but not limited to a licence under the Environment Protection Act 1993) required for the operation and maintenance of the Storage Works to;

## 2.2 Operation

As and from the expiry of the defects liability period provided for in the contract for the construction of the Storage Works, the ownership of Storage Works shall vest in the Owner and the owner shall:

- 2.2.1 Ensure that the Storage Works are operated in accordance with requirements of all Authorisations and any prescribed management plan and relevant codes of practice;
- 2.2.2 Ensure that the Storage Works are operated in accordance with all operating and maintenance manuals;
- 2.2.3 Appoint a suitably qualified engineer or a properly certified company to assist the Owner in the operation and maintenance of the Storage Works;
- 2.2.4 Ensure that a sign clearly displaying the emergency contact number and the name of the engineer will be located in a prominent position on the external wall of the Storage Works;
- 2.2.5 Meet all the costs of the operation of the Storage Works and carry out all necessary long term maintenance and prepare a maintenance plan for the plant and equipment comprising the Storage Works at the cost and expense in all things with the Owner;
- 2.2.6 Advise the Council in writing should the Owner ever wish to cease the operation of the Storage Works on the basis that alternative arrangements have been made either for the disposal of the Treated Waste Water; and
- 2.2.7 Upon the cessation of the use of the Storage Works, decommission and if required remove the Storage Works as required by any relevant authority or as required by the Council.

## 2.3 The Owner hereby agrees that it shall not:

- 2.3.1 commence or proceed with any application to undertake any division of the Land if, as a result of the contemplated division the aggregate number of community lots and/or community strata lots comprising the land exceeds one hundred and fourteen (114) and four (4) development lots so as to ensure that there is no risk of the proposed disposal path becoming overloaded unless an alternative acceptable disposal path has been identified and is available for use; and
- 2.3.2 shall not cause, suffer or permit any community lot or any community strata lot to be used for any purpose other than as a single dwelling to ensure that the quantity of effluent to be treated by the Waste Water Treatment Plant does not exceed the levels expected from 156 dwellings.

2.4 The Owner agrees that it will not proceed with an application for a Land Division Certificate pursuant to Section 51 of the Development Act, 1993 in respect of Development Lot 1003 on the Community Plan unless and until the quality of the treated waste water generated on the Community Parcel has reached the Class A Standard.

3. **ALTERNATIVE DISPOSAL PATHS FOR WASTE WATER**

In the event that the Council identifies an alternative to the disposal path which allows the Council to dispose of the Treated Waste Water in a manner other than that proposed under this Deed, then the Council may adopt the alternative disposal path after notifying the Owner. If the Owner wishes to explore and adopt opportunities for the reuse of the Treated Waste Water then the Council will negotiate in good faith with the Owner and the Owner acknowledges that the Council would expect as part of any such negotiations to recover any additional operational and maintenance costs in the cost of any capital replacement works incurred by adopting the alternative disposal path by charging a higher levy to the ratepayers within the Community Parcel which levy would possibly be higher than that charged elsewhere by the Council for similar schemes.

4. **RESTRICTION ON LEASING AND OTHER DEALINGS**

The Owner shall not grant any lease licence easement or other right of any nature whatsoever which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this Deed unless such grant:

- 4.1 is expressed in writing;
- 4.2 is made with the previous written consent of the Council; and
- 4.3 contains as an essential term 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 which would constitute a breach by the Owner of the Owner's obligations under this Deed.

5. **COUNCIL'S POWERS OF ENTRY, ETC**

- 5.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
  - 5.1.1 inspecting the Land and any building or structure thereupon;
  - 5.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 5.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner 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 Owner fails so to remedy the breach, the

Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.

5.3 If in a notice referred to in clause 5.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the 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 Owner and pay to him the realised value less all expenses incurred.

5.4 The Council may delegate any of its powers under this Deed to any person.

## 6. VARIATION AND WAIVER

6.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.

6.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

## 7. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

7.1 posted to the Owner's last address known to the Council; or

7.2 affixed in a prominent position on the Land.

## 8. COSTS

The Owner agrees to reimburse the Council in respect of the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation preparation stamping and registration of this Deed.

## 9. REGISTRATION OF THIS DEED

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

## 10. GOVERNING LAW

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

## 11. GENERAL PROVISIONS

- 11.1 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.
- 11.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

## 12. GOODS AND SERVICES TAX

If GST has application to any taxable supply made under this Deed either by the Council or the Owner.

- 12.1 The amount payable under this Deed in respect of the supply is exclusive of GST; and
- 12.2 The supply may, in addition to the payment but subject to having provided a tax invoice (as required by the GST law), recover from the recipient (and the recipient shall pay or reimburse the supplier) an additional amount on account of GST, such additional amount to be calculated in accordance with the GST law and paid at or before settlement or at the other time agreed in writing by the supplier and to the recipient.
- 12.3 Where any provision of this Deed provides for one party (Payer) to:
- 12.3.1 reimburse or indemnify another party (Payee) the Payer shall also reimburse or indemnify (as the case may be) the Payee for any other GST incurred, paid or payable by the Payee for the supply in respect of which GST is or was incurred, paid or payable by the Payee;
- 12.3.2 contribute towards or pay a share of any cost, charge or expense paid or payable as consideration for the supply, the Payer shall also pay the appropriate portion of any GST payable on or in connection with that supply.
- 12.3.3 In this clause:
- 12.3.3.1 any expression used that is also used in the GST Law shall have, for the purposes of this Deed, the meaning used in or attributed to that expression by the GST Law from time to time;
- 12.3.3.2 "Recipient" means a person who acquires or receives or is entitled to acquire or receive a taxable supply under this Deed;
- 12.3.3.3 "Supplier" means a person who supplies or is required to supply a taxable supply under this Deed;
- 12.3.4 This Clause 12 shall survive settlement and any termination of this Deed by either party.

**EXECUTED as a Deed**

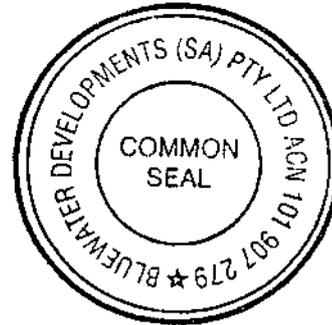
**THE COMMON SEAL of** )  
**CITY OF ONKAPARINGA** was )  
hereunto affixed in the presence of: )



..... *[Signature]* Mayor

..... *[Signature]* A/ Chief Executive Officer

**THE COMMON SEAL of** )  
**BLUEWATER DEVELOPMENTS (SA)** )  
**PTY LTD** was hereunto affixed )  
in the presence of:



..... *[Signature]* Director

..... *[Signature]* Director/Secretary

**ST GEORGE BANK LTD** being a person with a legal interest in the Land by Registered Mortgage Number 10061103 hereby consents to the Owner entering into this Deed.

St. George Bank Limited ACN 055 513 070  
of 97 King William Street, Adelaide 5000  
By its Attorney **PAUL SAWCZENKO**  
of 97 King William Street, Adelaide 5000  
who certifies that he/she is the  
Commercial Securities Officer  
of the said Bank and that he/she has no notice of  
any revocation of the said Power of Attorney.

..... *[Signature]*  
Power of Attorney No. 8459031

..... *[Signature]*  
Signature of Witness  
**Sally Ann Robinson**  
Full Name of Witness

97 King William St. Adelaide  
Address

..... *[Signature]*  
Telephone No:

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Development Act 1993 that no other person has a legal interest in the Land.

**THE COMMON SEAL** of )  
**BLUEWATER DEVELOPMENTS (SA)** )  
**PTY LTD** was hereunto affixed )  
in the presence of:



..... *D. Puffenberger* Director

..... *W. K. Cross* Director/Secretary

E 11403721



11:39 4-Jun-2010

Single Copy Only 4 of 4 Fees: \$117.00

4

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886
Registered Conveyancer
Marge Phillips File Ref. G 26801

Lodged by: COND AGENT CODE

Correction to: Optima Conveyancing OPTA62

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

- 1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1.
2.
3.
4.

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

Table with 2 columns: ITEM(S), AGENT CODE

R-G 250505

Form with fields: CORRECTION, PASSED, REGISTERED, 18 JUN 2010, REGISTRAR GENERAL

pro



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.

\*Delete the inapplicable

DATED 19<sup>th</sup> of May 2010

EXECUTION

*N. Kavvathas*

Signature of ENCUMBRANCER - Nicholas Kavvathas

*A. Orfanidis*

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

ANGELA ORFANIDIS

Print Full Name of Witness

68A CASTLE ST

EDWARDSTOWN

Address of Witness

Business Hours Telephone Number 08 82931395

**MEMORANDUM OF ENCUMBRANCE****CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

The whole of the land comprised in Certificate of Title Register Book

**Volume 6024 Folio 274**

**ESTATE AND INTEREST**

An estate in fee simple

**ENCUMBRANCES**

AG 10180932 - Agreement

**ENCUMBRANCER (Full Name and Address)**

**NICHOLAS KAVVATHAS**  
of 14 Rosemont Street Kidman Park SA 5025

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

**BLUEWATER DEVELOPMENTS (SA) PTY LTD (A.C.N. 101 907 279)**  
of 253 Sturt Street Adelaide SA 5000

**OPERATIVE CLAUSE**

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

(a) Insert the amount of the annuity or rent charge

(a) TEN CENTS \$0.10 (if demanded)

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE as a yearly rent charge for a term of 999 years commencing on the date of this Encumbrance

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(c) AT THE TIMES AND IN THE MANNER FOLLOWING on the first day of January in each year commencing on the 1<sup>st</sup> day of January following the date of this Encumbrance AND with the performance and observance of the following covenants

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

**The purpose of this encumbrance**

1. The encumbrancer on page 1 ("you", "your") grants this encumbrance –
  - 1.1. for the benefit of the encumbrancee on page 1 ("we", "our", "us")
  - 1.2. for the benefit of each present and future owner of the land
  - 1.3. to charge the land on page 1 ("the land") with the payment of the annuity on page 1 ("the rent charge")
  - 1.4. for the purpose of a common building scheme for the development zone ("development zone")
  - 1.5. with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after you.

**Interpreting this encumbrance**

2. In this encumbrance, unless the contrary intention appears –
  - 2.1. "the land" means all the land and any rights and easements described above
  - 2.2. "development zone" means the land delineated in the plan deposited in the Lands Titles Division numbered CP22821
  - 2.3. "development" means work of any kind, including but not limited to –
    - A. "building works" as defined in the Building Works Contractors Act
    - B. the construction or alteration of any permanent or temporary structure
    - C. earthworks or landscaping of any kind
    - D. repairs, painting or improvements of any kind
  - 2.4. reference to giving access to us includes giving access to our employees agents and contractors
  - 2.5. reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person)
  - 2.6. reference to any statute includes statutes which change or replace it, and
  - 2.7. any word indicating the singular includes the plural and vice versa.
3. If there are more than one of you then –
  - 3.1. we only have to give notices to one of you and
  - 3.2. all your obligations in this encumbrance are joint and several.

**Restrictions on the use and development of the land**

4. You must use the land only for private residential purposes.
5. You must obey any development guidelines we issue from time to time relating to carrying out any development on the land.

**Rules governing the use of the land**

6. You must obey the following rules in using or owning the land
  - 6.1. You must not subdivide the land or create any additional lot from the land
  - 6.2. Transportable buildings are not permitted on the land
  - 6.3. You must not use any caravan, tent or other shelter on the land as a place of residence
  - 6.4. You must not make any claim against us for the cost of (or for contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.
  - 6.5. You must site your dwelling, driveway and crossover in accordance with the Building Envelope Plan as issued by the Developer from time to time.
7. The provisions of the Law of Property Act and the Real Property Act relating to encumbrances apply to this encumbrance.
8. The provisions referred to in the above Clause 7 include, amongst other rights and obligations –
  - 8.1. an obligation on you to keep all improvements on the land in good repair
  - 8.2. a right of ours to enter upon the land, upon giving the occupier of the dwelling house reasonable notice of our intention to do so, to inspect the state of repair of such improvements
  - 8.3. an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance
  - 8.4. the right of a subsequent mortgagee or encumbrancee to redeem this encumbrance
  - 8.5. a right of ours to sell the land if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance
  - 8.6. a power of ours, if you default in payment of the rent charge, to enter and take possession of the land or bring an action for recovery of the land, or to distrain the goods of the tenant or occupier of the land.

**Dwelling**

9. During the continuance of this Encumbrance, you SHALL NOT:
  - 9.1. erect or cause to be erected any building or structure other than one main dwelling house together with the usual domestic outbuildings ancillary to the use of such dwelling house.
  - 9.2. erect or cause to be erected, a roof on the said dwelling house with a pitch of less than twenty two and a half (22.5) degrees unless otherwise approved by us

- 9.3. unless approved by us, erect or cause or permit to be erected any residential dwelling house, unless the minimum living area (excluding carports, garages, verandahs, porticos, pergolas, balconies and outbuildings) shall be:
  - 9.3.1 in the case of lots 550 m<sup>2</sup> or over, not less than 130 square metres,
  - 9.3.2 in the case of lots less than 549m<sup>2</sup>, not less than 90 square metres
- 9.4. place any advertising or business signage on the land or in the front window or on the walls of any residential dwelling house except real estate signage associated with the sale of an established dwelling house
- 9.5. erect or cause to be erected any dwelling house other than a dwelling house of permanent structure and of at least sixty per cent (60%) masonry construction or such other materials as shall be approved by us, the exterior of the dwelling house being constructed of new, non-reflective materials and the interior of the dwelling house being constructed of new materials. Neither the interior nor the exterior of the dwelling house are to be constructed of materials such as asbestos cement, fibrous cement, fibreglass, plastic or rubber or any material of a like nature. In this clause, the term "permanent structure" shall mean a dwelling house which is permanently affixed to the land and shall not include a dwelling house of which any part is of a portable or transportable nature
- 9.6. use used or second-hand materials in the construction of the dwelling house or the domestic outbuildings
- 9.7. use the land other than solely for residential purposes unless you shall obtain our prior written consent and also the prior written consent of the relevant council
- 9.8. erect or permit to be erected any structure or structures which are ancillary to the use of the dwelling house as outbuildings or any improvements unless such ancillary structure shall be made of new, non-reflective, non-bright coloured materials
- 9.9. use white roofing cladding
- 9.10. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced
- 9.11. construct or cause to be constructed any dwelling house that does not include adequate provision for connection to a system for the reticulation of residential non potable waste water so that non potable waste water is used for the flushing of toilets, above ground garden watering, vehicle washing and the washing of paths and driveways in and about the dwelling house and the land.
- 9.12. occupy or use any dwelling house that is not connected to a system for the reticulation of residential non potable waste water.

#### **Carport/Sheds**

- 9.13. erect or cause to be erected unless otherwise approved by us on the land any dwelling house which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof or the dwelling house or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of the dwelling house
- 9.14. erect or cause to be erected any shed, garden shed or outbuilding which shall be other than a maximum height of 2.4 m with a ridge height of 3.0m
- 9.15. erect or cause to be erected any shed or outbuilding closer than 1.0 m from any boundary
- 9.16. erect or cause to be erected any shed or outbuilding closer than 10 m of any road or reserve without an elevation made of similar non-reflective material to the dwelling and will use either roller or lift type doors
- 9.17. erect or cause to be erected any shed or outbuilding except that the same shall be constructed with "Tea Tree" coloured material and be of powder coated cladding. The said buildings shall not be painted
- 9.18. erect or cause to be erected any shed or outbuilding greater in area than 10 m<sup>2</sup> without first obtaining prior written approval from both the relevant council and us

### **Fencing**

- 9.19. erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land (unless the land is a corner lot and has two front alignments in which case you may erect a fence along one of the front alignments for the purpose of enclosing a ground at the rear of the land provided that such fence does not extend within 8m of the front alignment provided that with our prior written consent, you may erect a decorative fence of not more than 0.9 m in height (made of new, non-reflective materials) at such place or places and of such design as we may from time to time determine
- 9.20. erect or cause to be erected any fence on the land to be less than 1800 mm in height and all fencing shall be good neighbour modular style and shall be the colour "Terrace" (formerly known as "Merino") on both sides.

### **Commencement of construction of a dwelling**

10. You must substantially commence construction of a dwelling house on the land within three (3) years of the date of this Encumbrance unless we have, by written notice, allowed an extension of time in which to substantially commence construction of a dwelling house.
11. If you do not substantially commence construction of a dwelling house within the time allowed for in clause 10 above, then you must sell the land and clauses 16, 17 and 18 of this Encumbrance will apply.
12. In this clause, "substantially commence" means the pouring of a concrete footing or foundation for the construction of a dwelling house on the land.

### **Landscaping**

13. You shall upon completion of a dwelling house on the land, landscape the area between the front alignment of the dwelling house and the kerb alignment or pedestrian walkway fronting or bounding the land, and in the case of a corner lot shall also landscape the area between the side alignment of the dwelling house and the kerb alignment or pedestrian walkway. You shall at all times thereafter maintain, keep tidy and care for the said landscaping.

### **Parking of Vehicles**

14. You must not cause or allow;
  - 14.1. parking of motor vehicles on other than the driveway on the land
  - 14.2. the storage of boats, caravans and/or trailers forward of the front alignment of the dwelling house
  - 14.3. commercial vehicles to be parked or left unattended on the land or otherwise than in a position where the same are not visible from the road frontage to the land. For the purposes of this clause, "commercial vehicles" includes any vehicle between 1 and 3 tonne tare in weight intended or designed to carry goods, equipment or passengers in commercial quantities
  - 14.4. any vehicle greater than 3 tonne tare weight to be parked or left unattended on the land.

### **Power of sale of the land**

15. Notwithstanding s.136 of the Real Property Act, you agree that we may, if we exercise our power of sale, require the purchaser of the land to accept the sale of the land subject to an encumbrance in the same terms as this encumbrance.

**Your obligations on transferring the land**

16. You must not sell or transfer the land except subject to this encumbrance.
17. If we require it, you must cause the prospective purchaser to execute in our favour an encumbrance substantially in the same form as this encumbrance. You must also cause that encumbrance to be registered immediately after the transfer of the land to the purchaser, and before any other interest in the land is created.
18. If you cease to be a registered proprietor of the land, you must tell us the name and address of any new proprietor. Once you do so, you will no longer be liable to pay us the rent charge. The covenants in this encumbrance only bind the registered proprietor of the land for the time being.

**Waiver and assignment**

19. We may, in our absolute discretion, waive compliance with any development guidelines, or with any of the requirements of this encumbrance.
20. We may modify waive or release any of the covenants in this encumbrance. A party's action, or lack of it, on any disobedience of this encumbrance by the other does not:
  - 20.1. affect the party's rights if the other repeats or continues the disobedience; or
  - 20.2. disobeys this encumbrance in another way.
21. No waiver is effective unless in writing signed by our authorised officer.

**Assignment by us**

22. We may transfer or assign our rights under this encumbrance.

**Severance of invalid clauses**

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

**Payment of costs**

26. The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by you.

You must also pay us any costs we incur as a result of any breach of this encumbrance by you or your employees, agents contractors or invitees.

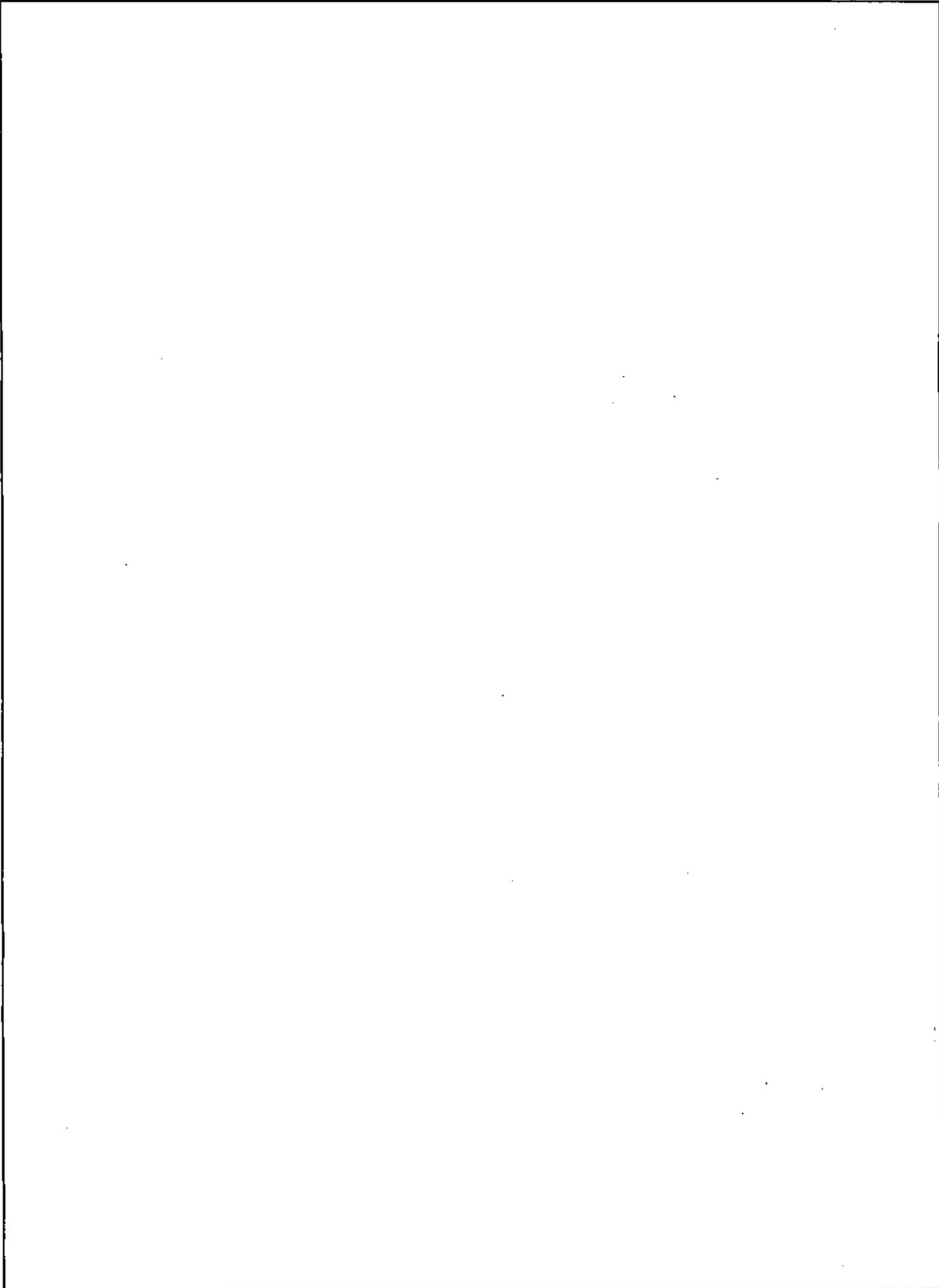
**How notices may be given**

**27. All notices (including approvals or demands)**

- 27.1. must be in writing
- 27.2. must be given to the other party
- 27.3. can be given in person
- 27.4. can be left at the other party's address on page 1, or at the other party's last known address
- 27.5. can be sent there by post, but they must be correctly addressed and posted
- 27.6. can be given to you by being left at, or sent by post to, the land
- 27.7. are, if posted, treated as given the next business day after posting
- 27.8. may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed
- 27.9. may be signed by a party, or any person that party authorises to sign it.

**Sunset Clause**

- 28. Our rights and obligations will cease four (4) years after we cease to be the registered proprietor of any created in the Development Zone.
- 29. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 28.



Orig. LF 10187213



9:01 18-Mar-2005

2 of 4

Fees: \$0.00

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

LODGMET FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

SERIES NO	PREFIX
2	LF

BELOW THIS LINE FOR OFFICE USE ONLY

Date:	Time:
FEES	
R.G.O.	POSTAGE
98	

Lodged by:

OPTIMA CONVEYANCING AGENT CODE OPTA

Correction to:

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

- .....
- .....
- .....
- .....
- .....

Assessor

PICK-UP NO.	10180494
CP	22821
DEV. NO.	145/C536/02/001

Lands Titl 15:08 21/03/05 190300 REGISTRATION FEE \$98.00 ✓

CORRECTION	PASSED
	B

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

FILED 14-4-05 [Signature] pro REGISTRAR-GENERAL

ITEM	AGENT CODE

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Scheme Description  
Development No. 145/C536/02/001

# **SCHEME DESCRIPTION**

**COMMUNITY PLAN NO. 22821**

**BLUEWATER  
SELICKS BEACH**



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**Scheme Description  
Development No. 145/C536/02/001**

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## COMMUNITY SCHEME DESCRIPTION

### COMMUNITY PLAN NO. 22821

This Scheme Description may only be amended by unanimous resolution of the Community Corporation in accordance with Section 31 of the Community Titles Act and Regulations.

#### 1. DEFINITIONS

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to this Scheme Description and unless the context otherwise requires, the expressions:-

“Act” means the Community Titles Act 1996 as amended;

“Class A Water” means effluent which is treated to a standard at all times which is consistent with the standard prescribed for “Class A reclaimed water” pursuant to the South Australian Reclaimed Water Guidelines for Treated Effluent as issued from time to time by the Environment Protection Agency.

“Class B Water” means effluent which is treated to a standard at all times which is consistent with the standard prescribed for “Class B reclaimed water” pursuant to the South Australian Reclaimed Water Guidelines for Treated Effluent as issued from time to time by the Environment Protection Agency.

“Common Property” means the Common Property created by the Community Plan;

“Corporation” means Community Corporation No. 22821 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

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

“Community Plan” means Community Corporation Plan No. 22821;

“Council” means the Corporation of the City of Onkaparinga;

“Developer” means Bluewater Developments (SA) Pty Ltd;

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“Effluent Treatment Works” means certain works for the treatment of effluent which is owned, operated and maintained by the Council and is located on land comprised in Certificate of Title Volume 5883 Folio 708.

“Open Space Land” means Allotment 903 in DP 66924.

“Lot” means a Community Lot comprised in the Community Plan;

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**UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING  
APPLIES:**

- 1.1 a reference to an instrument includes any variation or replacement of it;
- 1.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.3 the singular includes the plural and vice versa;
- 1.4 the word "person" includes a firm, a body corporate, an association or an authority;
- 1.5 words of any gender include every gender;
- 1.6 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns;
- 1.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- 1.8 headings are inserted for convenience and do not affect the interpretation of this Scheme Description.
- 1.9 If the whole or any part of a provision of this Scheme Description are invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

**2. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND  
COMMON PROPERTY**

- 2.1 The Community Parcel and the Lots and Common Property into which the parcel is to be divided are identified as portion of the land comprised in Certificate of Title Register Book Volume 5296 Folio 540 being Allotment 901 in Deposited Plan 66924 and being the property located at Sellicks Beach Road, Sellicks Beach SA 5174 ("the Land").
- 2.2 The Community Parcel is a primary plan being the division of an allotment in stages into one hundred and fifty six (156) Primary Community Lots and Common Property.

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- 2.3 The Community Plan is the division of the Land into forty four (44) Community Lots, four (4) Development Lots and Common Property.

**3. PURPOSES FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED**

- 3.1 Each Community Lot shall be used solely for residential purposes.
- 3.2 Not more than one dwelling shall be constructed on any Community Lot.
- 3.3 Any dwelling constructed on a Community Lot shall be constructed in accordance with the covenants of an encumbrance that shall be entered into between the Developer and the purchaser of any Community Lot any such encumbrance shall be registered on the Certificate of Title for that Community Lot. A copy of the Memorandum of Encumbrance is attached hereto and marked "Annexure A".
- 3.4 The Common Property is to be developed as an effluent disposal site which will contain infrastructure for the disposal of effluent generated on the Community Parcel.

**4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS**

- 4.1 For the standard of building and other improvements to be erected or made by the Developer, refer to paragraphs 5 and 6 of this Scheme Description.
- 4.2 Any additional buildings or improvements or alterations or additions to existing buildings or improvements or replacement of existing buildings or improvements, whether on Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

**5. DEVELOPMENT OF THE COMMUNITY LOTS**

- 5.1 The Developer intends to transfer each Community Lot to a purchaser or purchasers, who will then construct a dwelling and associated landscaping on that Community Lot. The construction of the dwelling and associated landscaping will be in accordance with the development approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority, and also subject to the requirements of the encumbrance attached as Annexure "A".

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**6. DEVELOPMENT OF THE COMMON PROPERTY**

- 6.1 It is intended that the Common Property will be comprised of effluent disposal infrastructure and service infrastructure.
- 6.2 The Developer intends to construct the improvements referred to in paragraph 6.1 in accordance with the development approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the development approvals or granted extensions thereof.
- 6.3 The standard of the work to be performed and the materials to be for the construction of the effluent disposal infrastructure on the Common Property will be to a standard equivalent or higher than WSA National Sewer Code of Australia (WSA/02) and SA Water Supplementary Documentation to the Water Supply Code of Australia (WSA/03), which are the current standards prescribed by SA Water for the construction of effluent treatment equipment.

**7. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT, 1993**

The division of the Community Parcel and the development of the effluent disposal works on the Common Property are subject to conditions imposed by the relevant planning authority pursuant to development approvals numbered DA145/C536/2002/LC and WCS01742.

Copies of the development approvals and the conditions imposed are attached as "Annexure B".

**8. STAGING OF DEVELOPMENT**

- 8.1 Subject to this scheme description, the Developer intends to complete the division of the Community Parcel in stages. The Community Plan will divide the Community Parcel into forty four (44) Primary Community Lots, four (4) Development Lots and Common Property.
- 8.2 Subsequent division of the Development Lots will be undertaken in an order which, subject to clause 8.3 below, is entirely at the discretion of the Developer.
- 8.3 It is anticipated that the Developer will not make an application for a Land Division Certificate pursuant to Section 51 of the Development Act, 1993

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("Land Division Certificate") in respect of Development Lot 1003 on the Community Plan unless and until the standard of treated waste water generated on the Community Parcel has reached the Class A Standard.

- 8.4 Subject to clause 8.3 above, the Developer intends to make an application for a Land Division Certificate for the further division of each Development Lot within twelve (12) months of the sale of not less than one half of the proposed Community Lots in the immediately preceding stage.
- 8.5 The Developer will enter into a Development Contract for the development of the effluent disposal works to be constructed on the Common Property and the development of the Development Lots, as required by Section 47 of the Act.

**9. OTHER IMPORTANT FEATURES OF THE SCHEME**

- 9.1 All effluent generated on the Community Parcel will be treated by the Effluent Treatment Works.
- 9.2 The Class B water is to be used by the Corporation to irrigate the Open Space Land by sub-surface irrigation equipment.
- 9.3 The Class A water is to be reticulated by the Corporation to the Community Lots for the uses described in paragraph 9.13 below, and for no other purposes.
- 9.4 The Open Space Land is to be used for the purposes of disposal of waste water generated by the Effluent Treatment Works by above ground and subsurface irrigation, and also as an area for passive recreation use by the owners and occupiers of the Community Lots and also the general public.
- 9.5 It is intended that at the inaugural general meeting of the Community Corporation, the Corporation will resolve to acquire the Open Space Land from the Developer in accordance with Section 112 of the Act for no monetary consideration and with all costs and fees for the transfer being paid by the Developer.
- 9.6 The Developer will construct above ground and subsurface irrigation equipment on the Open Space Land, and this irrigation equipment will form part of the effluent disposal equipment which is to be constructed on the Common Property.

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- 9.7 The Developer has entered into certain other agreements with the Council which pertain to the Open Space Land. These agreements include:
- 9.7.1 An option for the council to purchase the Open Space Land,
  - 9.7.2 A Land Management Agreement, and
  - 9.7.3 A Grant of Easement.
- 9.8 The option will enable the Council to purchase the Open Space Land for no consideration within five (5) years of the Corporation advising the Council in writing that it no longer requires the Open Space Land for the disposal of effluent from the Community Parcel.
- 9.9 The Land Management Agreement will formalise with the Council certain requirements relating to the design, construction and operation of the above ground and subsurface irrigation system on the Open Space Land.
- 9.10 The easement will provide the Council with certain rights, including rights of access to the Open Space Land, rights to use the Open Space Land for outdoor leisure activities of a non-sporting or passive nature, rights to construct certain community recreation facilities including barbecue areas, outdoor eating areas and playground facilities. The easement will also provide the Council with the benefit of rights for sewerage, drainage, gas supply, electricity supply and water supply purposes.
- 9.11 The easement will also include appropriate warranties and indemnities in relation to public liability issues so that the Developer and the Corporation are indemnified against any loss or damage incurred by the Developer or the Corporation in the exercise by the Council of its rights under the easement.
- 9.12 The Community Parcel will also be subject to a Land Management Agreement to the Council which will formalise with the Council the requirements of the Community Corporation and the lot owners and occupiers in relation to the design, construction and operation of the wastewater disposal equipment constructed on the Community Parcel.
- 9.13 The Class A water generated by the Effluent Treatment Works will also be recycled to each of the Community Lots for residential non potable use. The non potable use will include:
- 9.13.1 Above ground garden watering
  - 9.13.2 Toilet flushing

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**9.13.3 Vehicle washing**

**9.13.4 Washing of paths and driveways**

- 9.14 The Corporation will ensure that any dwelling constructed on any Community Lot will include a dual reticulation system which will enable Class A waste water to be reticulated to each dwelling for the above purposes only.
- 9.15 The Developer will provide such equipment as is required to reticulate wastewater to each Community Lot via a dual reticulation system, including tanks, pipe networks and pumping equipment.
- 9.16 To assist in the efficient operation of the above ground and sub-surface irrigation systems, an Irrigation Management Plan will be prepared by the Developer, and this plan will be adopted by the Community Corporation. The Irrigation Management Plan will provide for relevant testing as required over the Open Space Land which will enable the long term impact of the irrigation to be monitored.
- 9.17 It is anticipated that any Corporation Manager appointed by the Corporation will appoint a suitably qualified engineer or appropriately certified company to assist the Corporation in the operation and maintenance of the effluent disposal works. The engineer or company appointed will be on call 24 hours per day, 7 days per week and an emergency telephone contact will be provided to the Corporation and to the Lot owners adjacent to the effluent disposal works in the event of a breakdown in the effluent disposal works. The Developer will also ensure that a sign clearly displaying the emergency contact telephone number for the engineer will be located in a prominent position on the Common Property containing the effluent disposal works.
- 9.18 The Corporation will maintain the Open Space Land to a standard which is provided for in the Landscaping Design attached hereto as "Annexure C".
- 9.19 All roads within the Community Parcel will be vested in the Council as public roads upon the deposit of the Community Plan and subsequent community plans dividing each of the Development Lots. The Developer intends to construct and lay under the roads networks of pipes for the collection of effluent and the reticulation of waste water within the roads, and all roads will be subject to an easement to the Corporation which will create rights for the maintenance of the waste water reticulation pipe network. The easement will contain obligations on the Corporation to reinstate any road to the condition that the road was in prior to undertaking

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Scheme Description  
Development No. 145/C536/02/001**

- 9.20 any maintenance works which require the digging up of any road. All such works will be undertaken at the cost of the Corporation in all things.
- 9.21 In order to provide adequate funding for the initial maintenance and operation of the effluent disposal equipment, it is intended that the Developer will, if the Corporation so resolves, lend to the Corporation, an amount not exceeding Fifty Thousand Dollars (\$50,000.00) on an interest free basis ("the Loan").
- 9.22 If the Corporation resolves to obtain the Loan, the Corporation and the Developer will enter into a formal Loan Agreement, and the Loan will be repayable to the Developer not less than three (3) years from the date the loan is advanced to the Corporation.

**10 OTHER INFORMATION REQUIRED BY THE REGULATIONS**

No other information is required by the regulations.

The **COMMON SEAL** of  
**BLUEWATER DEVELOPMENTS (SA)** )  
**PTY LTD** was hereunto affixed in the )  
presence of: )



..... *D. Hill* )  
Director

..... *AK Cross* )  
Secretary

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

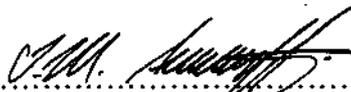
Scheme Description  
Development No. 145/C536/02/001

**ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY**

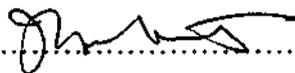
The City of Onkaparinga hereby endorses this scheme description in accordance with Section 14 (4)(d) of the Community Titles Act 1996 and confirms that:

1. All the consents or approvals required under the Development Act 1993 in relation to the division of land in accordance with the scheme description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Title Land Division of the land into forty four (44) Primary Community Lots, four (4) Development Lots, and Common Property.
2. However, this endorsement does not limit the Council's (or other relevant development authorities) right to refuse, or place conditions on, development approvals under the Development Act 1993 in relation to other development envisaged by the scheme or any other authorisations still required.
3. In this regard you are reminded that provisional development plan consent and provisional building rules consent is still required for improvements and usage for each community lot and other forms of development (as defined in the Development Act 1993) that have not to date received all the required consents. Similarly, other forms of development (as defined in the Development Act, 1993) that have not been discussed in the scheme description will require an application to be lodged with the relevant planning authority for the necessary consent.

SIGNED

  
 .....  
 Principal Planner ~~GENERAL MANAGER CITY COMPLIANCE~~  
 As delegate of the City of Onkaparinga

WITNESS

  
 .....

Date: ...16 MARCH 2005.....

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Scheme Description  
Development No. 145/C536/02/001**

**ANNEXURE A**

**MEMORANDUM OF ENCUMBRANCE**

**MEMORANDUM OF ENCUMBRANCE****CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

The whole of the land comprised in Certificate of Title Register Book

**Volume Folio**

**ESTATE AND INTEREST**

An estate in fee simple

**ENCUMBRANCES**

Nil

**ENCUMBRANCER (Full Name and Address)****ENCUMBRANCEE (Full Name, Address and Mode of Holding)****OPERATIVE CLAUSE**

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

(a) Insert the amount of the annuity or rent charge

(a) **TEN CENTS \$0.10 (if demanded)**

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"

(b) **TO BE PAID TO THE ENCUMBRANCEE as a yearly rent charge for a term of 999 years commencing on the date of this Encumbrance**

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(c) **AT THE TIMES AND IN THE MANNER FOLLOWING on the first day of January in each year commencing on the 1<sup>st</sup> day of January following the date of this Encumbrance AND with the performance and observance of the following covenants**

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

**The purpose of this encumbrance**

1. The encumbrancer on page 1 ("you", "your") grants this encumbrance –
  - 1.1. for the benefit of the encumbrancee on page 1 ("we", "our", "us")
  - 1.2. for the benefit of each present and future owner of the land
  - 1.3. to charge the land on page 1 ("the land") with the payment of the annuity on page 1 ("the rent charge")
  - 1.4. for the purpose of a common building scheme for the development zone ("development zone")
  - 1.5. with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after you.

**Interpreting this encumbrance**

2. In this encumbrance, unless the contrary intention appears –
  - 2.1. "the land" means all the land and any rights and easements described above
  - 2.2. "development zone" means the land delineated in the plan deposited in the Lands Titles Division numbered \_\_\_\_\_ or, if a plan number has not been issued, the plan attached to this encumbrance
  - 2.3. "development" means work of any kind, including but not limited to –
    - "building works" as defined in the Building Works Contractors Act
    - the construction or alteration of any permanent or temporary structure
    - earthworks or landscaping of any kind
    - repairs, painting or improvements of any kind
  - 2.4. reference to giving access to us includes giving access to our employees agents and contractors
  - 2.5. reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person)
  - 2.6. reference to any statute includes statutes which change or replace it, and
  - 2.7. any word indicating the singular includes the plural and vice versa.
3. If there are more than one of you then –
  - 3.1. we only have to give notices to one of you and
  - 3.2. all your obligations in this encumbrance are joint and several.

**Restrictions on the use and development of the land**

4. You must use the land only for private residential purposes.
5. You must obey any development guidelines we issue from time to time relating to carrying out any development on the land.

**Rules governing the use of the land**

6. You must obey the following rules in using or owning the land
  - 6.1. You must not subdivide the land or create any additional lot from the land
  - 6.2. Transportable buildings are not permitted on the land
  - 6.3. You must not use any caravan, tent or other shelter on the land as a place of residence
  - 6.4. You must not make any claim against us for the cost of (or for contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.
  - 6.5. You must site your dwelling, driveway and crossover in accordance with the Building Envelope Plan as issued by the Developer from time to time.
7. The provisions of the Law of Property Act and the Real Property Act relating to encumbrances apply to this encumbrance.
8. The provisions referred to in the above Clause 7 include, amongst other rights and obligations –
  - 8.1. an obligation on you to keep all improvements on the land in good repair
  - 8.2. a right of ours to enter upon the land, upon giving the occupier of the dwelling house reasonable notice of our intention to do so, to inspect the state of repair of such improvements
  - 8.3. an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance
  - 8.4. the right of a subsequent mortgagee or encumbrancee to redeem this encumbrance
  - 8.5. a right of ours to sell the land if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance
  - 8.6. a power of ours, if you default in payment of the rent charge, to enter and take possession of the land or bring an action for recovery of the land, or to distrain the goods of the tenant or occupier of the land.

**Dwelling**

9. During the continuance of this Encumbrance, you SHALL NOT:
  - 9.1. erect or cause to be erected any building or structure other than one main dwelling house together with the usual domestic outbuildings ancillary to the use of such dwelling house.
  - 9.2. erect or cause to be erected, a roof on the said dwelling house with a pitch of less than twenty two and a half (22.5) degrees unless otherwise approved by us

- 9.3. unless approved by us, erect or cause or permit to be erected any residential dwelling house, unless the minimum living area (excluding carports, garages, verandahs, porticos, pergolas, balconies and outbuildings) shall be:
- 9.3.1 in the case of allotments 550 m<sup>2</sup> or over, not less than 130 square metres,
- 9.3.2 in the case of allotments less than 549m<sup>2</sup>, not less than 90 square metres
- 9.4. place any advertising or business signage on the land or in the front window or on the walls of any residential dwelling house except real estate signage associated with the sale of an established dwelling house
- 9.5. erect or cause to be erected any dwelling house other than a dwelling house of permanent structure and of at least sixty per cent (60%) masonry construction or such other materials as shall be approved by us, the exterior of the dwelling house being constructed of new, non-reflective materials and the interior of the dwelling house being constructed of new materials. Neither the interior nor the exterior of the dwelling house are to be constructed of materials such as asbestos cement, fibrous cement, fibreglass, plastic or rubber or any material of a like nature. In this clause, the term "permanent structure" shall mean a dwelling house which is permanently affixed to the land and shall not include a dwelling house of which any part is of a portable or transportable nature
- 9.6. use used or second-hand materials in the construction of the dwelling house or the domestic outbuildings
- 9.7. use the land other than solely for residential purposes unless you shall obtain our prior written consent and also the prior written consent of the relevant council
- 9.8. erect or permit to be erected any structure or structures which are ancillary to the use of the dwelling house as outbuildings or any improvements unless such ancillary structure shall be made of new, non-reflective, non-bright coloured materials
- 9.9. use white roofing cladding
- 9.10. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced
- 9.11. construct or cause to be constructed any dwelling house that does not include adequate provision for connection to a system for the reticulation of residential non potable waste water so that non potable waste water is used for the flushing of toilets, above ground garden watering, vehicle washing and the washing of paths and driveways in and about the dwelling house and the land.
- 9.12. occupy or use any dwelling house that is not connected to a system for the reticulation of residential non potable waste water.

#### Carport/Sheds

- 9.13. erect or cause to be erected unless otherwise approved by us on the land any dwelling house which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof or the dwelling house or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of the dwelling house
- 9.14. erect or cause to be erected any shed, garden shed or outbuilding which shall be other than a maximum height of 2.4 m with a ridge height of 3.0m
- 9.15. erect or cause to be erected any shed or outbuilding closer than 1.0 m from any boundary
- 9.16. erect or cause to be erected any shed or outbuilding closer than 10 m of any road or reserve without an elevation made of similar non-reflective material to the dwelling and will use either roller or lift type doors
- 9.17. erect or cause to be erected any shed or outbuilding except that the same shall be constructed with "Tea Tree" coloured material and be of powder coated cladding. The said buildings shall not be painted
- 9.18. erect or cause to be erected any shed or outbuilding greater in area than 10 m<sup>2</sup> without first obtaining prior written approval from both the relevant council and us

**Fencing**

- 9.19. erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land (unless the land is a corner allotment and has two front alignments in which case you may erect a fence along one of the front alignments for the purpose of enclosing a ground at the rear of the land provided that such fence does not extend within 8m of the front alignment provided that with our prior written consent, you may erect a decorative fence of not more than 0.9 m in height (made of new, non-reflective materials) at such place or places and of such design as we may from time to time determine
- 9.20. erect or cause to be erected any fence on the land to be less than 1800 mm in height and all fencing shall be good neighbour modular style and shall be the colour "Terrace" (formerly known as "Merino") on both sides.

**Commencement of construction of a dwelling**

10. You must substantially commence construction of a dwelling house on the land within three (3) years of the date of this Encumbrance unless we have, by written notice, allowed an extension of time in which to substantially commence construction of a dwelling house.
11. If you do not substantially commence construction of a dwelling house within the time allowed for in clause 10 above, then you must sell the land and clauses 16, 17 and 18 of this Encumbrance will apply.
12. In this clause, "substantially commence" means the pouring of a concrete footing or foundation for the construction of a dwelling house on the land.

**Landscaping**

13. You shall upon completion of a dwelling house on the land, landscape the area between the front alignment of the dwelling house and the kerb alignment or pedestrian walkway fronting or bounding the land, and in the case of a corner allotment shall also landscape the area between the side alignment of the dwelling house and the kerb alignment or pedestrian walkway. You shall at all times thereafter maintain, keep tidy and care for the said landscaping.

**Parking of Vehicles**

14. You must not cause or allow;
- 14.1. parking of motor vehicles on other than the driveway on the land
- 14.2. the storage of boats, caravans and/or trailers forward of the front alignment of the dwelling house
- 14.3. commercial vehicles to be parked or left unattended on the land or otherwise than in a position where the same are not visible from the road frontage to the land. For the purposes of this clause, "commercial vehicles" includes any vehicle between 1 and 3 tonne tare in weight intended or designed to carry goods, equipment or passengers in commercial quantities
- 14.4. any vehicle greater than 3 tonne tare weight to be parked or left unattended on the land.

**Power of sale of the land**

15. Notwithstanding s.136 of the Real Property Act, you agree that we may, if we exercise our power of sale, require the purchaser of the land to accept the sale of the land subject to an encumbrance in the same terms as this encumbrance.

**Your obligations on transferring the land**

16. You must not sell or transfer the land except subject to this encumbrance.
17. If we require it, you must cause the prospective purchaser to execute in our favour an encumbrance substantially in the same form as this encumbrance. You must also cause that encumbrance to be registered immediately after the transfer of the land to the purchaser, and before any other interest in the land is created.
18. If you cease to be a registered proprietor of the land, you must tell us the name and address of any new proprietor. Once you do so, you will no longer be liable to pay us the rent charge. The covenants in this encumbrance only bind the registered proprietor of the land for the time being.

**Waiver and assignment**

19. We may, in our absolute discretion, waive compliance with any development guidelines, or with any of the requirements of this encumbrance.
20. We may modify waive or release any of the covenants in this encumbrance. A party's action, or lack of it, on any disobedience of this encumbrance by the other does not:
  - 20.1. affect the party's rights if the other repeats or continues the disobedience; or
  - 20.2. disobeys this encumbrance in another way.
21. No waiver is effective unless in writing signed by our authorised officer.

**Assignment by us**

22. We may transfer or assign our rights under this encumbrance.

**Severance of invalid clauses**

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

**Payment of costs**

26. The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by you.

You must also pay us any costs we incur as a result of any breach of this encumbrance by you or your employees, agents contractors or invitees.

**How notices may be given****27. All notices (including approvals or demands)**

27.1. must be in writing

27.2. must be given to the other party

27.3. can be given in person

27.4. can be left at the other party's address on page 1, or at the other party's last known address

27.5. can be sent there by post, but they must be correctly addressed and posted

27.6. can be given to you by being left at, or sent by post to, the land

27.7. are, if posted, treated as given the next business day after posting

27.8. may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed

27.9. may be signed by a party, or any person that party authorises to sign it.

**Sunset Clause**

28. Our rights and obligations will cease four (4) years after we cease to be the registered proprietor of any created in the Development Zone.

29. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 28.

DATED .....

**EXECUTION**

.....  
Signature of ENCUMBRANCER -

.....  
Signature of ENCUMBRANCER -

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

.....  
Print Full Name of Witness

.....  
Address of Witness

.....  
Business Hours Telephone Number.....

**N.B.** A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

**LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA**

**MEMORANDUM OF ENCUMBRANCE  
FORM APPROVED BY THE REGISTRAR-GENERAL**

**BELOW THIS LINE FOR AGENT USE ONLY**

<b>CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886</b>	
_____	
<b>Registered Conveyancer</b>	

Lodged by: \_\_\_\_\_ **AGENT CODE**

Correction to: OPTIMA CONVEYANCING    OPTA 62

Series No.	Prefix
	<b>E</b>

**BELOW THIS LINE FOR OFFICE USE ONLY**

Date:		Time:	
<b>FEES</b>			
R.G.O.	POSTAGE	NEW C.T.	

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

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

\_\_\_\_\_ Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

CORRECTION	PASSED
------------	--------

REGISTERED	
REGISTRAR-GENERAL	

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

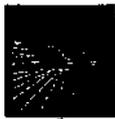
ITEM(S)	AGENT CODE

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Scheme Description  
Development No. 145/C536/02/001**

**ANNEXURE B**

**DEVELOPMENT APPROVALS**



**City of  
Onkaparinga**

1 June, 2004



Alexander & Symonds Pty Ltd  
PO Box 1000  
KENT TOWN SA 5071

Dear Sir/Madam

<b>Development Application No.</b>	: 145/C536/2002/LC
<b>Proposed Development</b>	: Community Title Land Division (1 into 156)
<b>Location of Proposed Development</b>	: Alt 30 Sec 0665 Sellicks Beach Road, SELICKS BEACH SA
<b>Property Identification</b>	: Alt 30 Sec 0665 FP 22936
<b>Development Approval</b>	

Please find enclosed a Decision Notification Form in respect to the above-mentioned application. You will note that Development Approval has been issued and that conditions have been attached to this consent.

I advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court, against any conditions, which have been imposed on this consent. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal should be lodged with the Environment, Resources and Development Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

The Environment, Resources and Development Court are located in the Sir Samuel Way Building, Victoria Square, Adelaide (Postal Address, GPO Box 2465, Adelaide SA 5001).

Please be advised that this approval will lapse four years from the operative date of the consent provided that an application for a Certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within 12 months from the operative date of the relevant consent.

Should you require any further information or assistance, do not hesitate to contact Ben Victory, Development Officer (Planning) at the Noarlunga Office.

Yours faithfully

Terry Sutcliffe  
**AUTHORISED OFFICER**

attach

*145/C536/2002/LC - GENTLE*

# CITY OF ONKAPARINGA

## DECISION NOTIFICATION FORM

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

**DEVELOPMENT  
NUMBER**

145/C536/2002/LC

**LAND DIVISION**

**FOR DEVELOPMENT APPLICATION**      **DATED:**                      28-Nov-2002  
**REGISTERED ON:**                      28-Nov-2002

<b>TO:</b>	Alexander & Symonds Pty Ltd PO Box 1000 KENT TOWN SA 5071
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LOCATION OF PROPOSED DEVELOPMENT	
<b>PROPERTY DESCRIPTION</b>	Alt 30 Sec 0665 FP 22936
<b>PROPERTY ADDRESS</b>	Alt 30 Sec 0665 Sellicks Beach Road, SELLICKS BEACH SA 5174
<b>CERTIFICATE(S) OF TITLE</b>	CT-5296/540

NATURE OF PROPOSED DEVELOPMENT
Community Title Land Division (1 into 156)

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

NATURE OF DECISION	DECISION	NO. OF CONDITIONS
PROVISIONAL DEVELOPMENT PLAN CONSENT	Granted	9
LAND DIVISION CONSENT	Granted	37
<b>DEVELOPMENT APPROVAL</b>	<b>Granted</b>	<b>46</b>

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

<b>Date of Decision:</b> 27-May-2004
<b>Signed:</b> <input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
<b>Date:</b> 1 JUNE 2004 <input checked="" type="checkbox"/> Sheets Attached

# CITY OF ONKAPARINGA

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**DEVELOPMENT APPLICATION NUMBER** : 145/C536/2002/LC  
**APPLICANT** : Alexander & Symonds Pty Ltd  
**LOCATION** : Alt 30 Sec 0665 Sellicks Beach Road, SELLICKS BEACH  
**PROPOSED DEVELOPMENT** : Community Title Land Division (1 into 156)  
**DECISION** : Development Approval  
**DATE OF DECISION** : 27-May-2004

## ***PROVISIONAL DEVELOPMENT PLAN CONSENT***

### ***Conditions of Consent by Council***

1. All development shall be completed in accordance with the Revised Plan dated 27 May 2003 prepared by Alexander & Symonds Pty Ltd submitted with and forming part of the Development Application, to be developed in accordance with the Staging Plan provided to Council, the plans forming part of the sewage treatment facility (Development Number 145/974/03), the traffic assessment by Frank Siow & Associates dated 16 December 2002, and the site history report by Connell Wagner dated 20 March 2003, unless varied by the following conditions.
2. The development shall be substantially commenced within 12 months and substantially completed within 4 years of the date of this approval.
3. The plan shall be certified by a licensed surveyor.
4. The plan of division to be drafted in accordance with Schedule 5(3) of the Regulations under Development Act (1993) and showing any conditions or requirements which may have been imposed.
5. All landscaping within reserve areas shall be established in accordance with an approved landscape plan, with plantings to be established for each stage within 9 months of issue of Section 51 clearance for the relevant stages, or as otherwise approved by Council. Further, that a minimum of 30% of vegetation in the approved landscaping plan shall be at least 1.5 metres in height at the time of planting, or as otherwise approved by Council.
6. Street names shall be submitted for the approval of Council.
7. Construction work shall only be undertaken between the hours of 7am and 7pm Monday to Saturday inclusive and between the hours of 10am and 4pm Sunday.
8. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains;
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent land;
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site;
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure; and
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

***The following condition is imposed at the recommendation of the Environment Protection Authority (report dated 20 December 2002):***

9. Development should only proceed in accordance with:

- an appropriate Soil Erosion and Drainage Management Plan (as described in the "Stormwater Pollution Control, General Code of Practice for Local, State and Federal Government") which includes a range of strategies to collect, treat, store and dispose of stormwater during construction and from the final form of the development (ie from roofs, driveways, parking areas, lawns, etc) while minimising disposal into the environment. Given the fact that stormwater can contain a wide range of pollutants (such as suspended solids, nutrients and oils etc) stormwater runoff from future roofs, car parks and other impermeable surfaces should be directed to large areas of vegetation, wetlands, or to natural or man-made fresh water features, rather than directly to any waterways or Council stormwater systems; and
- an appropriate Construction Management Plan which addresses the mitigation or minimisation of impacts (especially from noise and dust) during the construction phase. Dust generated by machinery and vehicular movement during site works, and any open stockpiling of soil or building materials at the site, must be suppressed by regular application of water to ensure that dust generation does not become a nuisance off-site. Site development machinery should generally not be operated outside the hours of 7am to 6pm daily.

The Soil Erosion and Drainage Management Plan and Construction Management Plan shall be approved by Council prior to the commencement of any siteworks.

***Conditions of Consent by the Development Assessment Commission***

Nil

***LAND DIVISION CONSENT***

***Statement of Council Requirements***

1. All relevant legal agreements (Deeds, Land Management Agreements, Easements etc) shall be executed and registered prior to the Section 51 clearance by Council.
2. All underground drainage in land not owned by Council is required in easements. Where the drain services one allotment only the easement is to be in the name of the allotment it services. In other cases the easements shall be in the name of the Council and shall be a minimum of 3 metres wide with a minimum of 1.0 metre clearance from the edge of the pipe to the easement boundary, and at no cost to the Council.
3. All roads shall be designed and constructed in a manner, which allows safe and convenient property access via individual driveways considering horizontal and vertical sight distance and grade. Batter grades to allotments shall not be steeper than 1 in 5 unless approved otherwise. Where batter grades and allotment grades are steeper than 1 in 5 or where sight distance is not adequate, a driveway location plan shall be provided demonstrating that safe and convenient property access can be provided. This shall include allowances for a footpath area, driveway grade transitions, cut and fill for a house, and a maximum grade of 1 in 4 at any point on the driveway.
4. The road verge on both sides of the carriageway shall be shaped to provide a minimum width of 2.0 metres on local roads and 2.5 metres on higher category roads (measured from behind the back of kerb) with a 2.5 percent grade towards the road suitable for pedestrian traffic.
5. All road batters shall be constructed so that the risk of soil erosion is minimised. Note that this may include revegetation of batters.
6. Traffic islands to be fully sealed or landscaped to the reasonable satisfaction of Council.
7. All road pavements shall be designed for the ultimate development expected including future road construction and house construction traffic, and future bus routes. Pavement design for local roads shall be based on Austroads Pavement Research Group 21 – "A guide for the design of new pavements for light traffic".

Minimum road carriageway widths shall be 7.2 metres unless otherwise approved by Council.

9. All cul de sac ends are to be designed to enable a large single unit vehicle, eg. Council garbage compactor to undertake a U turn or three point turn. Parking shall be restricted within the cul de sacs where it may affect the turning manoeuvre.

10. All roads shall be designed to ensure safe stopping sight distance based on the most severe case of the following parameters:

Crests - twice the stopping distance measured between eye heights 1.15 metres above the carriageway.

Driveways - 1.15 metre eye height to 0.6 metre tail light height.

Intersections - twice the stopping distance measured between eye heights 1.15 metres above the carriageway.

Stopping distance should be based on the estimated 85<sup>th</sup> percentile vehicle speeds. Note that it may be necessary to undertake substantial earthworks or provide traffic control devices to achieve the minimum requirements.

11. Sections of roads with direct property access shall have a maximum longitudinal grade of 12.5 percent and cul-de-sac ends a maximum grade of 10 percent unless otherwise approved. Sections of roads without direct property access may have a maximum longitudinal grade of 16 percent. (Roads shall have a minimum grade of 0.5 percent).

12. All roads shall be designed to achieve a maximum speed environment of 40kph.

13. All road batters shall be constructed and shall be revegetated so that the risk of soil erosion is minimised to the satisfaction of Council.

14. Concrete interlocking block paved footpaths having a width of 1.2 metres shall be provided on at least one side of all proposed roads.

Where footpaths are located on one side of the road, the side and location will be to the satisfaction of Council and will consider the future footpath layout, likely pedestrian usage, common service trench location and street light location.

In cases where footpaths are constructed as part of the development, the applicant must maintain these until 80% of dwelling construction has been completed or for a period of two years (whichever is greater) and covered with a maintenance guarantee. Alternatively, the applicant may pay a footpath levy prior to the practical completion certificate being issued, for Council to construct the footpath against the back of kerb, and at a date subsequent to the construction of a majority of dwellings within a given road (nominally 80 percent of dwellings).

15. Kerb ramps to Council specification shall be provided at all intersections.

16. Kerb inverts and adjacent footpath shall be provided to all allotments in accordance with Council specification.

17. Rear of allotment underground drainage is required where driveways, paved areas and houses will not drain to the street. Rear of allotment drainage to accommodate a 10 year average recurrence interval storm from the potential impervious areas of the allotment. Minimum pipe size for rear of allotment drainage to be 150 mm diameter sewer heavy class or as approved.

18. Drainage calculations and design shall ensure:

a) Design for fully developed upstream catchment.

b) All properties shall be protected from a 100 year average recurrence interval storm.

- c) Secondary protection drainage flow path shall be provided in all instances where surcharge due to 50% blockage of the primary piped system could flood properties. Flows are not to exceed the top of any kerb parallel to the direction of flow.
- d) Proposed and existing dwelling finished floor levels demonstrate that they are a minimum of 0.5m above the 100 average recurrence interval flood level for watercourses to avoid building flooding.
- e) Existing fences and structures, are modified as needed to minimise the obstruction of water flow in watercourses and open drains and flow paths.
- f) Local underground drainage to accommodate a minimum of the flows resulting in a 1:10 year average recurrence interval storm.
- g) A minimum pipe size of 375 mm shall be used for all road drainage.
- h) Rubber Ring Jointed (RRJ) concrete pipes shall be used in the following circumstances or where required by Council.
  - Hydraulic Grade Line exceeds 1.0 metre above the pipe.
  - Where tree growth in the vicinity of the pipe is likely (eg in easements and reserves).
  - Where pipe grade exceeds 20 percent.

In other cases External Band (EB) joint or other as approved may be used.

- i) The minimum pipe grade shall be 0.5% unless otherwise approved.
  - j) Front of allotment drainage shall be provided along all one way crossfall roads and flush kerb roadways.
19. Stormwater shall be discharged into existing watercourses at a location and in a manner and design to prevent erosion of the watercourses to the satisfaction of Council.
  20. Side Entry Pit lids shall be concrete lintel frame with 710 x 510 mm medium duty reinforced concrete covers with ferrules or approved equivalent.
  21. A stormwater water quality device shall be provided and constructed in a location and of a design to the reasonable satisfaction of Council to ensure that pollutants are trapped prior to entering the natural watercourse, or other arrangements as agreed. Other arrangements may include, the applicant paying a stormwater quality device levy of \$200 per allotment prior to issue of practical completion certificate.
  22. Open drains, modified watercourses, detention basins and retention basins shall be designed and constructed so that bed erosion and scour is prevented. They shall have a maximum grade of 0.5 percent and be topsoiled and grassed and vegetated with species of local provenance and maintained by the developer for a period of three (3) years.
  23. Council has declared the area an underground mains area and all the requirements of the ETSA Corporation for easements and the installation of underground mains shall be met.
  24. Public lighting within the proposed division shall comply with Lighting Code AS1158, and shall be an ETSA Corporation standard pole and fitting. Light poles shall be located a minimum of 1.5 metres behind the kerb.
  25. All engineering design and construction shall be generally in accordance with Australian Standards, Codes of Practice approved Guidelines and recognised engineering standards to the satisfaction of Council.
  26. All street signs and posts shall be provided and installed by the developer to the satisfaction of Council.

27. Water meters shall be provided for the irrigation of reserves and traffic islands to the satisfaction of the Council. Council. Council to nominate location.
28. If the project is to be staged, temporary turnaround areas and appropriate road and allotment drainage shall be provided to the satisfaction of Council.
29. "As constructed" drawings shall be provided to Council upon practical completion of works.
30. A Quality Plan pertaining to design, inspection, testing and survey of all engineering works shall be submitted and approved at the time of design approval.
31. Council will require a minimum of a 12 month maintenance period on all works undertaken as part of this development commencing upon Council approval of satisfactory completion of the works.
32. A minimum of one on-street car park shall be available or provided to each property within 30 metres of the property and access to 20 unreserved car parks within 100 metres shall be available.
33. A Soil Erosion and Drainage Management Plan (SEDMP) prepared in accordance with the "Stormwater Pollution Prevention Code of Practice for the Building and Construction Industry", issued by the EPA shall be prepared and put in place prior to the commencement of any site works and shall include but not be restricted to a temporary construction exit and silt fences. The measures are to prevent silt from being washed from the site to the road and mud from being transported onto the road on the wheels of vehicles. These silt control measures shall be maintained in good working order during construction. These soil erosion measures shall remain in place until all disturbed surfaces are sealed or suitably revegetated in a manner to prevent erosion.
34. All stormwater discharged from the development shall be controlled with flow leaving the site not to exceed the pre-development flow rate to the satisfaction of Council.

Note: Drainage calculations may assume that currently undeveloped residential land upstream of the development has been fully developed to a design that detains flow outfalls to predevelopment levels.

35. Measures shall be taken to prevent properties from stormwater inundation from the upstream catchment. These measures shall be sited within the development site or in land, which is under the control of the applicant. Details of such measures shall be submitted to council for approval.

#### ***Statement of Development Assessment Commission Requirements***

36. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, shall be met.
37. Two copies of a certified survey plan shall be lodged for Certificate purposes.

#### ***Note(s)***

1. Refer to the Decision Notification Form for Development Number 145/974/03, for the conditions imposed by the Development Assessment Commission for the Sewage Treatment Facility associated with this development. In particular, the release of 42 allotments in Stages 3, 5 & 6 are to be withheld until Class A water is achieved for the earlier stages to the satisfaction of the relevant authorities.
2. The existing local infrastructure in the Sellicks Beach area is somewhat limited, particularly for human services. However, the developer and the Department of Transport and Urban Planning have made written agreements for the developer to make a contribution towards local infrastructure of \$600 per allotment.
3. There are no entries in the Register of Aboriginal Sites and Objects recorded for this property. However, the Aboriginal Heritage Act 1988 protects all Aboriginal sites, objects and remains, whether entered on the Register or not. Under Section 20 of the Act, the landholder must report the discovery of Aboriginal sites, objects and remains to the Minister for Aboriginal Affairs as soon as possible. The applicants may consider applying under Section 12 of the Act to the Minister seeking a determination of whether there are any

Aboriginal sites in the area in question, and the Minister may advise the applicants to undertake a cultural heritage survey to form part of the body of information considered by the Minister as part of the determination process. It is recommended that the applicants obtain independent legal advice about the specific obligations in accordance with the Act before proceeding to undertake development activities.

4. Any entry statements/feature erected at the entrance to the proposed division will require Development Approval from Council.
5. Any site works commenced prior to the formal approval of all engineering details by Council shall be at the applicant's own risk. Council must be notified 24 hours prior to the commencement of each stage of construction.
6. Where the developer proposes to carry out streetscape work, a streetscape plan to be approved by Council, shall be provided with the road construction plans. A street tree location plan shall be provided indicating planting locations that do not conflict with underground infrastructure and street lighting, and should generally be in accordance with the "Services in Streets" PUACC (Public Utility Advisory Committee) guidelines issued September 1997.
7. Prior to Council advising the Development Assessment Commission that its requirements have been met, one of the following is required:
  - a) Council's Certificate of Final Completion to the Developer has been issued; or
  - b) Council's Certificate of Practical Completion to the Developer has been issued and a bank guarantee, or similar, to the value nominated by Council has been provided to Council for the specified maintenance period; or
  - c) The applicant has entered into an agreement with Council to secure the infrastructure works pursuant to provisions of the Development Act 1993.

It is at the discretion of Council to enter into an agreement to secure infrastructure works.

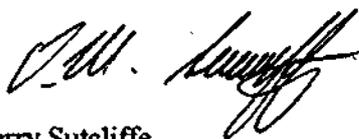
8. Prior to any remnant native vegetation being cleared on the land as part of the land division works, the applicant should ensure any approvals required to do so are obtained from the Department of Environment and Heritage.
9. Advertising signage required for the marketing of the proposed land division may require Council approval. The applicant is requested to submit details of any signage proposals to Council for consideration to ascertain whether approval is required prior to the erection of the signage. Any signs on Council property including road reserve will require Council approval together with appropriate indemnities.
10. A maximum speed environment of 40kph can be achieved in a number of ways including by limiting road lengths or provision of traffic control devices.
11. All traffic control devices need to be designed and installed to Council satisfaction and approved by Transport SA.
12. ETSA Corporation advises that:

The most appropriate method of supplying electricity to the proposed development is underground from existing underground mains.

A service point could be available on a Transformer. It would be the property owner's responsibility to install their own underground service from the service point to any proposed residence.

13. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.

4. Any information sheets, guidelines documents, codes of practice, technical bulletins etc that are referenced in this decision have been provided to the planning authority or may be accessed on the following web site:  
<http://www.environment.sa.gov.au/epa/pub.html>



Terry Sutcliffe  
**AUTHORISED OFFICER**

Dated: 1 / 6 / 2004

Government  
of South AustraliaDepartment  
of Health

WCS 01742

Contact: Tony Farror  
Telephone: (08) 8226 7161

27 August 2004

Mr S Cross  
Bluewater Management SA Pty Ltd  
1/65 Greenhill Rd  
Wayville  
SA 5034

Dear Sir

RE: BLUEWATER DEVELOPMENT, SELICKS BEACH, SEWERAGE  
SYSTEM (STAGE 1) AND RECLAIMED WATER RISING MAIN TO THE  
DEVELOPMENT

I refer to your application for the sewage collection system for Stage 1 of a collection system to serve the above development.

I advise that, pursuant to the Public & Environmental Health (Waste Control) Regulations 7, 8, 11, 12A & 13 your application has been approved.

The approval is subject to the following conditions:

1. The approved system consists of:
  - 1.1 A total of 44 allotment connections with a daily flow of 26,180 L/day.
  - 1.2 9 x 150 mm diameter uPVC gravity sewer drains.
  - 1.3 Termination of the stage drains at a manhole in the reserve near Sellicks Beach Road for future connection to a treatment plant (see also Note 1).
  - 1.4 Installation of 100 mm class 12 uPVC rising main to serve the 44 allotments with reclaimed water (see also Note 1 and 2)
2. The system is to be installed, operated and maintained in accordance with the plans and specifications as submitted, these approval conditions, SA Water Corporation Code of Practice for the Design of Sewerage systems (DS11(a)), SA Water Corporation Standard specification for the Construction of Sewer Systems (DS11(b)), the Sewer Construction Manual, SA Water requirements for the reclaimed water rising main and all other relevant standards and codes.
3. In regards to the inspection and commissioning:

ENVIRONMENTAL HEALTH  
SERVICE150 Grantell Street  
Adelaide SA 5000PO Box 6, Rundle Mall  
Adelaide SA 5000  
DX 234T (08) 8226 7100  
F (08) 8828 7102[www.health.sa.gov.au](http://www.health.sa.gov.au)

ABN 976 433 565 90

- 3.1 On completion of the installation and prior to commissioning of the wastewater system, the Minister (c/o Wastewater Management Section – Department of Health (DH)) must be contacted to advise of the completion of the system as approved. This office reserves the right to inspect during construction, or upon completion, or not to inspect.
  - 3.2 The Minister (c/o Wastewater Management Section – DH) is to be notified in writing of the commissioning date of the system.
4. Within *eight weeks* of completion of the installation, engineering certification by an independent chartered professional engineer experienced in wastewater system design, construction and operation, considering all the conditions of this approval, is to be submitted to the Minister (c/o Wastewater Management Section – DH) including:
- 4.1 Structural soundness of the installation for all aspects of the scheme,
  - 4.2 Compliance of all components of the installation (considering materials used, construction / installation methodology, trenching, bedding, jointing, required clearances etc) of the sewer collection system including maintenance holes, maintenance shafts and inspection points with the SA Water Corporation Standard specification for the Construction of Sewer Systems (DS11(b)).
  - 4.3 Compliance of all components of the reclaimed water rising main with all SA Water requirements for the installation of the system.
  - 4.4 Water tightness testing of the collection system including maintenance holes, maintenance shafts and inspection points as per tests described in the SA Water Corporation Standard specification for the Construction of Sewer Systems (DS11(b)).

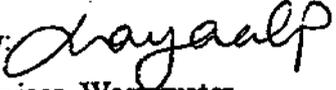
The applicant is responsible to ensure that auditing of the waste control system during installation is undertaken as per the standards, guidelines and specifications referred to above and the approval conditions for the correctness of the materials used, installation method and the tests that have been conducted.

The engineering certification is to clearly state the compliance or otherwise of the waste control /wastewater system components and as a whole with the approval. The engineering certification is to be based on the results of the assessment and the tests carried out during the construction of the waste control system.

5. Within *eight weeks* of completion of the installation “as constructed drawings” of the system installed must be submitted to the Minister (c/o Wastewater Management Section – DH) and the District Council of Onkaparinga. The collection system drawings must be to a scale of 1: 1000 including the longitudinal and layout details of the system and indicate the invert depth of all connections, measurements showing the exact location of the collection drains, inspection/ flushing points, manholes, pump station and rising main. The drawings must be of an acceptable quality with standard notations, legends and legible detail.

6. Pursuant to the Public and Environmental Health (Waste Control) Regulations, the Minister (c/o Wastewater Management Section -DH) reserves the right to vary all or any of the approval conditions and require the repair, replacement, rectification, alteration of the system or part thereof :-

- 6.1 at any time should the system or component thereof not be manufactured, installed and/or operated in accordance with the approval conditions; or
- 6.2 at any time the system is defective and not able to perform the function for which the approval is issued; or
- 6.3 it is operated in a manner that is prejudicial to public and environmental health or raises environmental nuisance

Approved by:   
Principal Adviser, Wastewater  
Delegate of the Minister for Health

(Mrs N Mehlika Kayaalp) Date: 27 August  
2004

**References:** Drawing Nos 04-3123-02 to 04-3123-06 dated 2/8/04 for the sewerage system and Drawing Nos CG37 and CG38 of Job No G186.01 (not dated) for the reclaimed water rising main.

CC DC Onkaparinga

**NOTE 1** No connections to the 100 mm diameter Class 12 uPVC reclaimed water rising main are permitted until approval has been obtained from the DH for the treatment system to serve this development and all conditions of the approval for the treatment plant are satisfied. Fire services must not be connected to the reclaimed water rising main.

**NOTE 2** Connection of individual sites to the reclaimed water rising main are not permitted until information and plans regarding individual connections are provided to the DH and approval obtained.

**NOTE 3:** Connections to the sewerage system are not permitted until :

- 3.1 It is connected to a DH approved wastewater treatment and disposal system.
- 3.2 Certification and drawings that are endorsed as acceptable by the DH are provided.

- NOTE 4:** Before any premises are connected to the wastewater collection system, the property owner must submit a waste control application to the District Council of Onkaparinga with the required fee and receive approval. This application and approval by the council is to cover the sanitary plumbing and drainage work within the property and its connection to the sewer. Connections to the scheme are to be installed in accordance with the Draft SAHC Code *for Connection to a Communal Waste Control System* and must be provided with inspection openings or flushing points shafted to the surface level and finished with a precast concrete cover and surround.
- NOTE 5:** This approval is issued on the basis of information provided by the applicant and that operation and maintenance of the scheme once constructed will either pass to Council or that a legally binding agreement will be created which will clearly indicate the person(s) / organisations responsible for operation and maintenance of the system.
- NOTE 6:** Any addition to the scheme must be designed considering the existing collection, emergency storage, treatment and reuse/ disposal systems to ensure that all resultant flows can be accommodated. Installations must only be carried out after an approval is obtained from the Minister for Health (c/o delegate - Wastewater Management Section, DH).
- NOTE 7:** The approval issued does not abrogate responsibilities under other Acts or Regulations to obtain the necessary approvals, permits or licences from other agencies, including but not limited to:
- 7.1 Environmental Protection Authority (EPA).
  - 7.2 Department of Water, Land and Bio-diversity Conservation and Catchment Water Management Boards
  - 7.3 Development Assessment Commission (DAC) and/or the local Council.

# APPLICATION FOR WASTEWATER SYSTEMS AND RECLAIMED WATER REUSE SCHEMES FOR TOWNS, SUBDIVISIONS AND COMMUNITIES



Department  
of Health

ABN 97 643 356 590  
 Environmental Health Service  
 CGU Building 150 Grenfell St ADELAIDE SA 5000  
 PO Box 6 Rundle Mall ADELAIDE SA 5000  
 Telephone (08) 8226-7100  
 Fax: (08) 8226-7102  
 Email: [ehb@dhs.sa.gov.au](mailto:ehb@dhs.sa.gov.au)

This application form is for the following types of wastewater system installations:

- Towns / townships - wastewater collection and/or treatment
- Small communities / shack sites - wastewater collection and/or treatment
- Aboriginal Communities and Homelands - wastewater collection and/or treatment
- New developments / subdivisions - wastewater collection and/or treatment
- Tourist developments - wastewater collection and/or treatment
- Domestic wastewater of industrial / commercial development
- Extensions to existing schemes / systems - wastewater collection and/or treatment
- Reclaimed water irrigation systems (municipal, vineyards, woodlot etc)
- Other reclaimed water reuse or disposal

### OFFICE USE ONLY

WASTE CONTROL SYSTEM NUMBER

(WCS): \_\_\_\_\_

FEE RECEIVED (include date, amount & receipt number):  
 \_\_\_\_\_  
 \_\_\_\_\_

**PLEASE PRINT CLEARLY**

## TYPE OF WASTEWATER SYSTEM INSTALLATION

**THIS APPLICATION IS FOR:** (Please tick appropriate boxes)

- Collection of wastewater
- Treatment of wastewater
- Reclaimed water reuse
- Effluent subsurface disposal

**For the following:** (please specify name or area)

- Town / township (please specify) Sellicks Beach.
- Small community / shack site (please specify) Community Titled land division.
- Aboriginal community / homeland (please specify) —
- New development / subdivision (please specify) Residential subdivision.
- Tourist development (please specify) —
- Domestic wastewater of industrial / commercial development (please specify) Domestic wastewater.
- Other (please specify) (Please refer to previous reports) on this project.

This scheme is:

- An extension to existing scheme (please specify) \_\_\_\_\_
- Upgrading of existing scheme (please specify) \_\_\_\_\_
- A new scheme (please specify) NEW CLASS A system.

### WASTEWATER TECHNOLOGY USED

From the list of technologies below, please indicate the options proposed in your application for:

1. Collection system
2. Treatment system and
3. Reclaimed water reuse

(Please tick appropriate boxes)

#### 1. COLLECTION SYSTEM:

- Sewerage system (raw sewage collection, no septic tanks) with gravity sewers only
- Sewerage system with pumped and gravity lines in the network
- Pumped raw sewage from individual connections to common main(s)
- Septic tank effluent drainage - by gravity
- Septic tank effluent drainage - pumped and gravity lines in the network
- Pumped septic tank effluent from individual connections to common main(s)
- Vacuum collection

#### 2. TREATMENT SYSTEM:

- Primary treatment
- Activated sludge
- Extended aeration
- Intermittently aerated decanted system
- Attached media system such as trickling filter, rotating bio-reactor
- Other biological treatment
- Filtration system (sand, micro-filtration etc)
- New technology (please specify) \_\_\_\_\_
- Nutrient removal
- Combination of any of the above (please specify) \_\_\_\_\_

#### 3. RECLAIMED WATER REUSE:

- Municipal irrigation (please specify) \_\_\_\_\_
- Crop irrigation (please specify crop) \_\_\_\_\_
- Passive usage / ornamental
- Other non-potable use (please specify) \_\_\_\_\_
- Off site disposal (please specify) \_\_\_\_\_

**IF REUSE IS BY IRRIGATION:**

(Please tick the irrigation option proposed in your application)

Surface irrigation

Spray

Drip

Flood

Furrow

Subsurface disposal / irrigation

Shallow subsurface irrigation

Soakage trench

Soakage bed

Soakage well

**APPLICATION DETAILS**

**NAME & DESCRIPTION OF SYSTEM FOR APPROVAL:**

Aeroflo - class A wastewater treatment  
system. (Please refer to the detailed report  
provided by Aeroflo).

**INSTALLATION ADDRESS / LOCATION**

Street Bluewater / development  
(off Sellicks Beach  
Road). Township or Suburb Sellick Beach  
Hundred.  
Street Number not 30. Lot or Pt. Lot Number Willunga.

Where the installation is not located in a defined township, please provide a location plan with clear directions and the following information...

Hundred of \_\_\_\_\_ Section or Pt. Section \_\_\_\_\_

**APPLICANT DETAILS**

Applicant name: Bluewater Management (SA) Contact: Simon Cross.  
pty ltd.  
Address: C/Gentree Property level 1-65 Greenhill Road  
Wagville S.A 5034.  
Phone: (08) 8357-9733. Fax: (08) 8357-9744.  
Email: Simon.cross@bigpond.com Mob No.: 0417-825-773

## OWNER DETAILS (if different from the applicant)

Owner name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Mob No.: \_\_\_\_\_

## OPERATOR DETAILS

Operator name: Aeroflo Pty Ltd Contact: David Potter

Address: 356 Shepherds Hill Road Blackwood

SA 5061

Phone: (08) 8370-3130 Fax: (08) 8370-3155

Email:  david.potter@aeroflo.com.au  Mob No.: 0409-886-763

## APPLICATION REQUIREMENTS

### IMPORTANT:

### PLEASE ATTACH FULL DETAILS FOR ITEMS LISTED BELOW

1. Concept Report explaining the application and its purpose, taking into account information required with this form.
2. Technical details of the proposed collection, treatment and reclaimed water reuse technology (whichever is applicable) and proposed design for the system as a whole and for each component including details of the function served by each mechanism.
3. Engineering calculations used to establish the design and size the system / scheme and the components within the scheme, such as sizes of pipework, tanks, chambers, pumps, aerators, filters or any other equipment used.
4. Technical specifications including the name, make, model, size, description, function, location, material used, classification, duty, capacity, type of all the components and equipment within the scheme.
5. Engineering report and / or calculations for the structural soundness of the system / scheme and its components.
6. Two (2) sets of separate preferably scaled A1 size (min. A3) engineering drawing(s), both plan views and cross sectional drawings of the system, as a whole and for each of its components (whichever applicable), such as:
  - Collection system
  - Treatment system
  - Major components
  - Reclaimed water irrigation system and/or other reuse scheme
  - Total overall scheme

The above drawings should include all dimensions of components, including (where relevant) pipework, tanks, motors, compressors, pumps, valves, diffusers, venturi, media, media fittings, disinfection systems, scum and sludge collection, baffles, partitions, electrodes, float switches, control panels and alarms.

7. Soil assessment for reclaimed water irrigation or disposal site and other site characteristics including proximity to housing, public areas, roads, watercourses and the marine environment and irrigation application methods and irrigation system technical design details.
8. Design and technical specifications of reclaimed water reuse system (irrigation, disposal or other) including pipes, pumps, pump sumps and any other equipment or tank lagoon etc and their installation and operation methods.
9. Two (2) sets of A1 (minimum of A3) Schematic Plan / Flow diagram of the overall scheme, including the collection system, treatment plant and reclaimed water irrigation / reuse system where applicable.
10. Copies of the servicing manual, operating manual and the recommended service details required for the maintenance of the system and its components.
11. Contingency measures for malfunctions of the scheme and its components.
12. Any further information relevant to the application for approval.
13. Any evaluation report from any appropriate authority, detailing the performance of the system / scheme against the test criteria. This may include  
Any appropriate laboratory analysis reports produced by laboratories which have National Association of Testing (NATA) certification (where applicable and/or available).  
*AND / OR*  
Any product certification to the Standards Mark Quality Assurance Program or others.  
e.g. [ISO 9000] for the system (where applicable and/or available).  
*AND / OR*  
Any other assessment or accreditation report for the system / scheme

Please fill in the following declaration after reading the "Application Requirements" section above

**DECLARATION BY APPLICANT / OWNER**

I supply the following details with my approval application for the wastewater system detailed above

(Tick as included):

- Application fee (payable to DHS - may be subject to change each new financial year) *will be forwarded ASAP.*
- Concept report of the project
- Description and technical details of the proposed system and its components
- Engineering calculations regarding the design and sizing of all the components of the system
- Technical specifications for all the components within the scheme
- Soil and site assessment for the reclaimed water irrigation or disposal site *→ previously provided.*
- Engineering report and/or calculations regarding the structural soundness of the scheme *in planning approval.*
- Two (2) sets of scaled A1 size or a minimum of A3 size plan-view engineering drawings
- Two (2) sets of scaled A1 size or a minimum of A3 size cross-sectional engineering drawings
- Two (2) sets of A3 Schematic Plan of the overall system
- A copy of the servicing manual / details
- A copy of the operation manual / details
- Contingency measures for malfunctions of the system
- Laboratory analysis reports (NATA registered) (where available)
- Additional information (where available)

I understand that the Department of Health may require further details if necessary, and that failure to supply all the details referred to in this application form and any additional information requested by the DH concerning my application above may result in delays in processing the application.

NAME: Simon Cross

POSITION: Managing Director COMPANY: Gemtree Property Pty Ltd

ADDRESS: level 1 - 65 Greenhill Road Wayville  
SA 5034

SIGNATURE: Simon P Cross DATE: 16/7/04

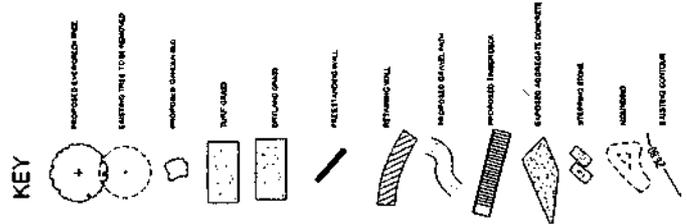
APPLICATIONS MUST BE ADDRESSED TO:

Wastewater Management  
Environmental Health Service  
Department of Health  
PO Box 6 Rundle Mall, ADELAIDE SA 5000

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Scheme Description  
Development No. 145/C536/02/001**

**ANNEXURE C  
LANDSCAPING DESIGN**



**THE OUTLOOK**

Contemplating the view is a temporary, and the perceived elements, the contemplation of the landscape. The landscape is the result of the landscape architect's vision, the contemplation of the landscape. The landscape is the result of the landscape architect's vision, the contemplation of the landscape. The landscape is the result of the landscape architect's vision, the contemplation of the landscape.

**THE BINOC**

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**LANDSCAPE PHILOSOPHY**

The landscape philosophy is the central theme of the site, the central theme of the site, the central theme of the site. The landscape philosophy is the central theme of the site, the central theme of the site, the central theme of the site. The landscape philosophy is the central theme of the site, the central theme of the site, the central theme of the site.

**DETENTION BASINS**

The detention basins are the central feature of the site, the central feature of the site, the central feature of the site. The detention basins are the central feature of the site, the central feature of the site, the central feature of the site. The detention basins are the central feature of the site, the central feature of the site, the central feature of the site.



**BLUEWATER PARK  
LANDSCAPE CONCEPT PLAN  
BLUEWATER AT SELICKS BEACH**

SCALE 1:500@A1

Orig. LF 10187214



9:01 18-Mar-2005  
3 of 4

Fees: \$0.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGMET FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

SERIES NO	PREFIX
3	LF

BELOW THIS LINE FOR OFFICE USE ONLY

Date:	Time:
FEES	
R.G.O.	POSTAGE
98	

Lodged by:

AGENT CODE

Correction to:

OPTIMA CONVEYANCING  
OPTA

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

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

Assessor \_\_\_\_\_

PICK-UP NO.	10180494
CP	22821
DEV. NO.	145/CS36/02/001

Lands Titl 15:08 21/03/05 19033  
REGISTRATION FEE \$98.00 ✓

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

FILED 18-4-05

pro  
REGISTRAR-GENERAL

ITEM	AGENT CODE

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LANDS TITLES OFFICE**

**By Laws  
Development No. 145/C536/02/001**

# **BY-LAWS**

**COMMUNITY PLAN NO. 22821**

**BLUEWATER  
SELICKS BEACH**

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By Laws  
Development No. 145/C536/02/001

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By Laws  
Development No. 145/C536/02/001

**COMMUNITY TITLES ACT  
BY-LAWS  
COMMUNITY CORPORATION NO. 22821 INCORPORATED**

**IMPORTANT NOTICE**

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

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

**PART 1 – DEFINITIONS**

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

“The Act” means the Community Titles Act 1996 as amended;

“Common Property” means the Common Property created by CP 22821;

“The Corporation” means Community Corporation No. 22821 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

“The Community Parcel” means the whole of the land comprised in Community Plan No. 22821;

“The Council” means the Corporation of the City of Onkaparinga;

“Effluent Treatment Works” means certain works for the treatment of effluent which is owned, operated and maintained by the Council, and is located on land comprised in Certificate of Title Volume 5883 Folio 708;

“Lot” means a Community Lot comprised in Community Plan No. 22821;

“Lot holder” means the Owner of a Lot;

“Occupier” of a Lot includes, if a Lot is unoccupied, the Owner of the Lot;

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LANDS TITLES OFFICE**

**By Laws  
Development No. 145/C536/02/001**

**UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING  
APPLIES:**

- (a) a reference to an instrument includes any variation or replacement of it
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them
- (c) the singular includes the plural and vice versa
- (d) the word "person" includes a firm, a body corporate, an association or an authority
- (e) words of any gender include every gender
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns
- (g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later
- (h) headings are inserted for convenience and do not affect the interpretation of these by-laws.

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

**PART 2 – MANDATORY BY-LAWS**

**2. Administration, Management and Control of Common Property**

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property;
- 2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:

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NOT CHECKED BY  
LANDS TITLES OFFICE**

**By Laws  
Development No. 145/C536/02/001**

- 2.2.1 The appointment of a manager pursuant to by-law 2.3;
- 2.2.2 Maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000;
- 2.2.3 The Corporation's obligations regarding the insurance under the Act.
- 2.3 The Corporation may appoint a manager to assist the Corporation to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property.
- 2.4 The manager shall be appointed on a contract that is for an initial term of five (5) years, but is subject to annual review by the Corporation.
- 2.5 If on annual review the Corporation is dissatisfied with the performance of the manager, the Corporation may terminate the management contract.

**3. Use and Enjoyment of the Common Property**

The Common Property is, subject to the Act and these by-laws, for the common use of Lot holders, occupiers and their invitees for the provision of effluent disposal works and for the provision of service infrastructure.

**PART 3 – COMMUNITY PARCEL**

**4. Prohibited Activities**

A person bound by these by-laws must:

- 4.1 comply with the terms of any encumbrance which is registered on the certificate of title to any Lot;
- 4.2 not cause or permit any act or omission contrary to the intention of the Scheme Description on the Community Parcel;
- 4.3 not make or allow their visitors to make undue noise in or about the Community Parcel;
- 4.4 not interfere, nor allow their visitors to interfere with others' use or enjoyment of the Community Parcel;
- 4.5 not carry, use, discharge or explode any firearm, explosive, fireworks, air gun or any other weapon;

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LANDS TITLES OFFICE**

**By Laws  
Development No. 145/C536/02/001**

- 4.6 not obstruct any footway road or path;
- 4.7 not use or occupy any caravan or other vehicle as a place of habitation;
- 4.8 not use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others; or
- 4.9 not place or cause to be placed a moveable sign in a public place in such a manner as to obstruct the vision of the driver of a vehicle at junctions or intersections.

#### **PART 4 – COMMON PROPERTY**

##### **5. Corporation to Keep Common Property in Good Repair**

- 5.1 The Corporation must keep the Common Property in a state of good and serviceable repair and shall always properly maintain the effluent disposal equipment located on the Common Property and for such purpose may enter into an appropriate contract with a third party for such party to provide an Irrigation Management Plan to monitor the quality of the irrigation of the waste water produced by the Effluent Treatment Works. The Corporation will also ensure that the Council will at all times retain a suitably qualified engineer or appropriately certified company who shall be responsible for the maintenance of the Effluent Treatment Works.

#### **PART 5 – USE OF LOTS**

##### **6. Good Repair**

A Lot holder must:

- 6.1 maintain the Lot in good repair;
- 6.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 6.3 carry out any work ordered by the Corporation in respect of the Lot.

**PART 6 – GENERAL**

**7. Use of Lot**

A person bound by these by-laws must not without the consent of the Corporation:

- 7.1 use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 7.2 do or commit or cause permit or suffer to be done or committed on or about the Lot or Common Property, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be or become an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 7.3 change the use or alter the character of a Lot;
- 7.4 be inappropriately clothed when upon any part of a Lot
- 7.5 construct or occupy any dwelling on a Community Lot which is not connected to the effluent disposal system constructed on the Community Parcel which provides for the reticulation of waste water for residential non potable use
- 7.6 use residential non potable treated waste water for any purpose whatsoever other than:
  - 7.6.1 above ground garden watering
  - 7.6.2 toilet flushing
  - 7.6.3 vehicle washing or
  - 7.6.4 washing of paths and driveways
- 7.7 at any time use residential non potable waste water for
  - 7.7.1 drinking
  - 7.7.2 cooking or
  - 7.7.3 bathing

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**By Laws  
Development No. 145/C536/02/001**

AND furthermore, a person bound by these by-laws must:

- 7.8 upon all rates, taxes, charges, outgoings and assessments in respect of their lot becoming payable, forthwith pay the same;
- 7.9 if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs in connection therewith; and
- 7.10 comply with any reasonable direction or request from the Corporation.

**8. Insurance**

- 8.1 The Corporation shall ensure that there is at all times a current Policy of Insurance as required by Division 2 or Part 10 of the Act.
- 8.2 The Corporation will ensure that sufficient funds are obtained from the contributions to the administrative fund payable by the Lot Owners to enable payment of the premium for the Policy of Insurance.
- 8.3 Each Lotholder shall carry their own building, third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder's Lot.
- 8.4 The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event.
- 8.5 Proof of coverage by way of a copy of the Lotholder's current receipted insurance schedule or policy shall be supplied to the Corporation on request.

**9. Observance of By-laws**

- 9.1 Where these by-laws restrict the behaviour or activity of a Lot holder or Occupier of a Lot there shall be imposed upon that Lot holder or Occupier an obligation not to permit that behaviour or activity;

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**By Laws  
Development No. 145/C536/02/001**

- 9.2 A Lot holder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability or any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

## **10. Indemnity and Release**

A person bound by these by-laws shall:

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

## **11. Sinking Fund**

- 11.1 The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Common Property.
- 11.2 The Corporation must advise the Lot holders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lot holder.
- 11.3 The following provision shall apply to any Sinking Fund established under this by-law:
- 11.3.1 The Corporation will establish a separate fund for such monies and all monies paid by the Lot holder in this regard will be paid into that fund;

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NOT CHECKED BY  
LANDS TITLES OFFICE**

**By Laws  
Development No. 145/C536/02/001**

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

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

**12. Offences**

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

Maximum penalty:                   The maximum prescribed under the Act

**13. Breach**

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

**14. Waiver**

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

TERMS OF INSTRUMENT  
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LANDS TITLES OFFICE

By Laws  
Development No. 145/C536/02/001

15. Notice

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

The **COMMON SEAL** of  
**BLUEWATER DEVELOPMENTS (SA)**  
**PTY LTD** was hereunto affixed in the  
presence of:



..... *D. P. Hellerman* .....  
Director

..... *W. K. Cass* .....  
Secretary

Orig. LF 10957400



16:32 14-May-2008

1 of 1

Fees: \$0.00

Prefix
LF
Series No

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: AGENT CODE

Correction to: OPTA 62

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

- 1.....
- 2.....
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- 4.....

Lands Titl 15:22 14/05/08 197920 REGISTRATION FEE \$108.00

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

ITEM	AGENT CODE

PICK-UP NO. [ ]

CORRECTION	PASSED <i>[Signature]</i>
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FILED 15/5/2008  
*Mark McNeil*  
 PRO REGISTRAR-GENERAL



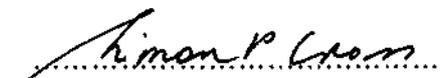
INSTRUMENT AFFECTED 10187215

PLAN No. CP22821 /

To the Registrar-General,

I SIMON PETER CROSS of 109 Archer Street North Adelaide in the State of South Australia, being the Presiding Officer of Community Corporation No 22821 Incorporated certify that:

- (1) the copy of the development contract attached to this certificate is a true copy of the contract as varied pursuant to section 50 of the Act by agreement made on the 13<sup>th</sup> day of May 2008 between the developer and the corporation; and
- (2) the copy of the resolution attached to this certificate is a true copy of the resolution referred to in paragraph (1).

Dated the 13<sup>th</sup> day of May 2008

Simon Peter Cross

---

**MINUTES**  
**of the Extraordinary General Meeting**

*of*

**Community Corporation 022821 Inc.**  
**ALLOTMENT 30, SELICKS BEACH ROAD, SELICKS BEACH**

*held*

*at Whittles Strata & Community Corporation Managers*  
*176 Fullarton Road, Dulwich*

*on Tuesday, 6 May 2008 at 9:00 AM*

---

**PRESENT**

In Person

Lots 23 & Others Bluewater Developments (SA) Pty Ltd  
Represented by Mr Simon Cross

By Proxy

Lot 15 Mr A C Barrie & Ms S M Geary represented by Whittles  
Lot 21 Mr D C Sarre represented by Mr S Cross  
Lot 75 Mr D & Mrs S Crooks represented by Whittles  
Lot 109 Mr R A Croft represented by Whittles  
Lot 110 Ms T J Baker represented by Whittles  
Lot 501 Mr C C & Mr J H Sale represented by Whittles  
Lot 502 Pioneer Homes Australia Pty Ltd represented by Mr S Cross  
Lot 503 Pioneer Homes Australia Pty Ltd represented by Mr S Cross  
Lot 504 Pioneer Homes Australia Pty Ltd represented by Mr S Cross  
Lot 505 Mr A P & Mrs J M Hurt represented by Mr s Cross  
Lot 506 Mr S & Mrs G Weightman represented by Mr S Cross

In Attendance

Peter Affleck representing Whittles Strata & Community Corporation  
Managers.

**PROCEEDINGS**

**PRESIDING OFFICER**

Mr Cross presided over the meeting.

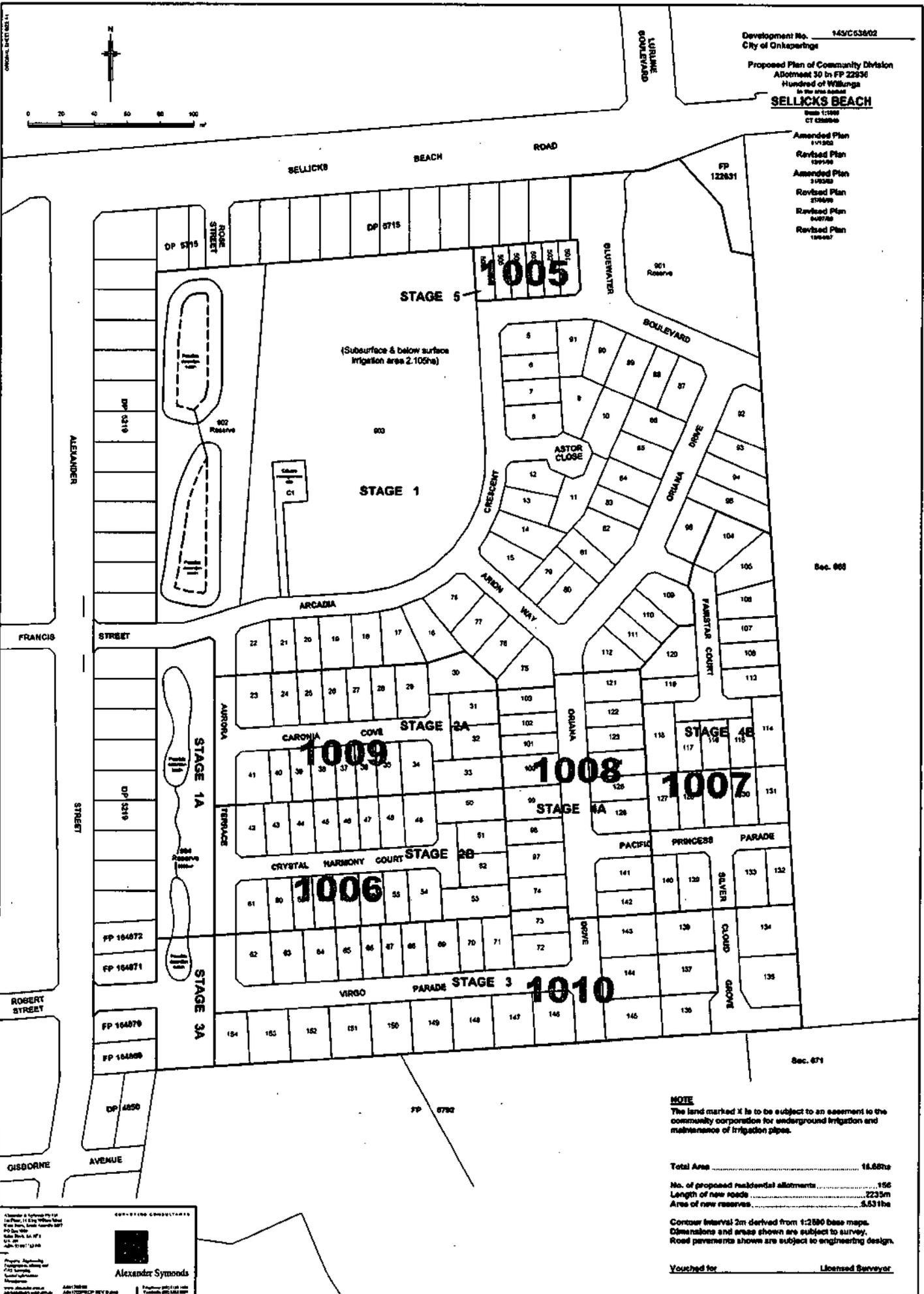
The Corporation Manager was requested to assist by conducting the meeting.

**MINUTES**

The decisions made at the adjourned meeting of 06/05/08 were formally ratified. That being, it was agreed to vary the configuration of the Lots within the Development Plan in accordance with the attached plan.

**CLOSURE**

There being no further business the meeting closed at 9.30 a.m.



This is a copy of the resolution of the Corporation referred to in the attached certificate

*Simon Peter Cross*  
 Simon Peter Cross

**Alexander Symonds**  
 CONSULTING CONSULTANTS

145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000

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**MINUTES**  
*of the Reconvened Extraordinary General Meeting*

*of*

**Community Corporation 022821 Inc.**  
**ALLOTMENT 30, SELICKS BEACH ROAD, SELICKS BEACH**

*held*

*at Whittles Strata & Community Corporation Managers*  
*176 Fullarton Road, Dulwich*

*on Tuesday, 13 May 2008 at 9:00 AM*

---

**PRESENT**

In Person

Not applicable

By Proxy to Whittles

Lot 15	Mr A C Barrie & Ms S M Geary
Lot 21	Mr D C Sarre
Lot 23 & others	Bluewater Developments (SA) Pty Ltd
Lot 75	Mr D & Mrs S Crooks
Lot 109	Mr R A Croft
Lot 110	Ms T J Baker
Lot 501	Mr C C & Mr J H Sale
Lots 502 & others	Pioneer Homes Australia Pty Ltd represented by Whittles
Lot 505	Mr A P & Mrs J M Hurt
Lot 506	Mr S & Mrs G Weightman

In Attendance

Peter Affleck representing Whittles Strata & Community Corporation Managers.

Apologies

Lot 80 Ms M Hicks

**PROCEEDINGS**

**PRESIDING OFFICER**

The Corporation Manager assisted by conducting the meeting.

**Quorum**

The Corporation Manager declared that, in accordance with the adjourned meeting provisions of the Community Titles Act 1996, a quorum was in attendance.

Quorum

Under the adjourned meeting provisions in the Community Titles Act 1996, the Manager declared that a quorum failed by presence or proxy, with only 32 of the 69 Lots being represented. Any decisions made at this meeting will be subject to ratification at a reconvened meeting. Members represented in person or by proxy asked that the Corporation Manager represent them at the reconvened meeting.

MINUTES

It was agreed that the Minutes of the previous Annual General Meeting of 21/05/07 be taken as read and accepted as a correct record.

NOTICE OF MOTION

To vary the configuration of the Lots within the Development Plan.

Votes in favour 32

Votes against Nil

CLOSURE

The meeting stood adjourned at 9.30 a.m. to be reconvened at 9.00 a.m. on Tuesday 13th May 2008 for formal ratification.

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Development Contract  
Development No. 145/C536/02/001**

# **DEVELOPMENT CONTRACT**

**COMMUNITY PLAN NO. 22821**

**BLUEWATER  
SELICKS BEACH**

F:\\_Conveyancing\\_Files\\_RHR17321 - bluewater\Bluewater Development Contract (amended).doc

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Development Contract  
Development No. 145/C536/02/001**

## **INDEX**

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**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Development Contract  
Development No. 145/C536/02/001**

**COMMUNITY TITLES ACT 1996  
DEVELOPMENT CONTRACT  
COMMUNITY PLAN NO. 22821**

**1. INTERPRETATION**

In this Development Contract, unless the context otherwise requires:

“Act” means the Community Titles Act 1996;

”By-laws” means the By-laws filed with this Development Contract;

“Common Property” means the Common Property defined in the Plan of Community Division;

”Community Lot” means any piece of land described as a community lot on the Plan of Community Division deposited with this Development Contract;

“Community Parcel” means the whole of the land comprised in the Plan of Community Division;

“Corporation” means Community Corporation No. 22821 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

“Council” means the Corporation of the City of Onkaparinga;

“Developer” means Bluewater Developments (SA) Pty Ltd;

”Development Consent” means any development authorisation under the Development Act 1993 approved by the relevant planning authority as amended or modified from time to time in relation to the works to be carried out pursuant to this Development Contract;

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Development Contract  
Development No. 145/C536/02/001**

”Plan of Community Division” means the community plan deposited with this Development Contract;

“Scheme Description” means the Scheme Description filed with this Development Contract;

## **2. IMPORTANT NOTICE**

- 2.1 This Development Contract contains details of a community scheme which is proposed to be developed on the Community Parcel.

Interested parties are advised that the obligations contained in this Development Contract may only be varied or terminated in accordance with the provisions of Section 50, 69(8) or 70(8) of the Act.

- 2.2 This Development Contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the community scheme concerned. Attention is drawn in particular to the Scheme Description and By-laws which set out the management rules governing this community scheme and which provide details of the rights and obligations of lot owners under this community scheme and the manner in which the community scheme will be developed by the Developer.

- 2.3 The terms of this Development Contract are binding on the Developer and any subsequent purchaser of a relevant Community Lot. In addition the Developer covenants with the owners and subsequent owners of the Community Lots and each of them severally to develop the Community Parcel in accordance with this Development Consent.

## **3. IDENTIFICATION OF THE LAND**

The Community Parcel and the Lots and Common Property into which the Community Parcel is to be divided are identified as portion of the land comprised in Certificate of Title Volume 5296 Folio 540 being Allotment 901 in Deposited Plan 66924 and being the property located at Sellicks Beach Road, Sellicks Beach SA 5174.

## **4. DEVELOPER’S OBLIGATIONS**

- 4.1 It is intended that the Community Parcel will be divided into 156 Primary Community Lots. The Developer will undertake the division of the Community Parcel in stages.

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Development Contract  
Development No. 145/C536/02/001**

The initial stage will divide a portion of the Community Parcel into forty-four (44) Primary Community Lots for residential purposes, four (4) Development Lots and Common Property. The Developer has applied to the Council for development approval to divide the Community Parcel.

The position of the Development Lots and the delineation of the lots which the Developer intends to create in each stage is delineated on the plan attached at "Annexure A" and may be varied entirely at the discretion of the Developer.

The Developer is required to lodge an application with the Council for development approval for the division of each Development Lot within twelve (12) months of the sale of not less than one half of the lots in the immediately preceding stage. The Developer intends to complete all stages of the division of the Community Parcel within five (5) years of the deposit of the Plan of Community Division.

- 4.2 The Developer will be required to construct equipment for the disposal of effluent which will be generated on the Community Parcel and adjacent land. The effluent disposal works are to be constructed on the Common Property, and the Developer has applied for development approval under the Development Act, 1993 for the construction of the effluent disposal works.

Details of the design and construction of the effluent disposal equipment is attached as "Annexure B". The standard of work to be performed and the materials to be used for the construction of the effluent treatment equipment will be to a standard equivalent or higher than WSAA and National Sewer Code of Australia (WSA/02) and SA Water Supplementary Documentation to the Water Supply Code of Australia (WSA/03) which are the current standards prescribed by SA Water for the construction of effluent disposal equipment.

All Community Lots within the Community Parcel will be required to be connected to the effluent disposal works. The Developer will ensure that pipes for the collection of effluent are laid in the roadways to be constructed for each subsequent stage, in accordance with the plans and specifications delineated in Annexure B.

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Development Contract  
Development No. 145/C536/02/001**

**5. ACCESS TO THE DEVELOPMENT LOTS**

The Developer proposes to obtain access to those areas of the Community Parcel to be developed pursuant to this Development Contract via the public roads which are to be created by the Plan of Community Division, and via any public roads created by the division of all or any of the development lots created by the Plan of Community Division.

**6. DEVELOPMENT AUTHORISATION**

Development authorisations under the Development Act 1993 will need to be obtained before the development detailed in paragraph 4 above can be undertaken by the Developer. The obligations of the Developer under this Development Contract are expressly subject to such development authorisations being obtained. In the event that development authorisations cannot be obtained by the Developer so as to allow it to proceed with the division and development of the Community Parcel then the Developer's obligations under this Development Contract are extinguished.

**7. DEVELOPER'S UNDERTAKINGS**

7.1 The Developer undertakes to the owners and occupiers from time to time of the Community Lots and to the Corporation that in carrying out the development required by this Development Contract, the Developer will interfere as little as is reasonably practicable with the use and enjoyment by the owners and occupiers of the Community Lots and the Common Property.

7.2 The Developer undertakes to the owners and occupiers from time to time of the Community Lots and the Corporation that it will repair or pay the costs of repairing any damage caused by the Developer to a Community Lot or to the Common Property or to any building or other property on any Community Lot or the Common Property in carrying out the Developer's responsibilities pursuant to this Development Contract.

**8. OBLIGATIONS ON CORPORATION**

The Corporation shall allow the Developer access and occupation of the Common Property for the purposes of carrying out the development required by this Development Contract.

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Development Contract  
Development No. 145/C536/02/801**

**9. TIMING OF DEVELOPMENT WORK**

The Developer will cause the building and construction work required by this Development Contract to be carried out on the Community Parcel by its workmen and contractors between Monday to Friday of each week between the hours of 7.00 am and 5.30 pm and on Saturday and Sunday between the hours of 7.00 am and 4.00 pm.

Executed by )  
**BLUEWATER DEVELOPMENTS (SA) Pty Ltd** )  
in accordance with S127(1) of the Corporations Act )

*D. Bellenger*  
.....  
Sole Director/Sole Secretary

*DAVIDAS PETER LEMESSURIER*  
.....  
Full Name



The Common Seal of )  
**COMMUNITY CORPORATION NO 22821 Inc** )  
was hereunto affixed in the presence of )

*Simon P Cross*  
.....  
Presiding Officer

*Peter Appleby*  
.....  
Management Committee



1950

1950

STATE OF TEXAS

County of ... State of Texas

...

...

...

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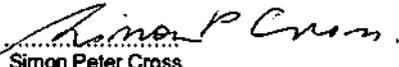
**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Development Contract  
Development No. 145/C536/02/001**

**ANNEXURE A**

**PLAN FOR DIVISION OF COMMUNITY PARCEL**

F:\\_Conveyancing\\_Files\\_RHR17321 - bluewater\Bluewater Development Contract (amended).doc

This is a copy of the resolution of the Development Contract referred to in the attached certificate   
Simon Peter Cross

Development No. 149/C53682  
City of Onkaparinga

Proposed Plan of Community Division  
Allotment 30 in FP 22636  
in the area named

**SELICKS BEACH**

Scale 1:1000  
DT 226444

- Amended Plan 191362
- Revised Plan 130740
- Amended Plan 210340
- Revised Plan 274443
- Revised Plan 040746
- Revised Plan 126447

Sec. 666

Sec. 671

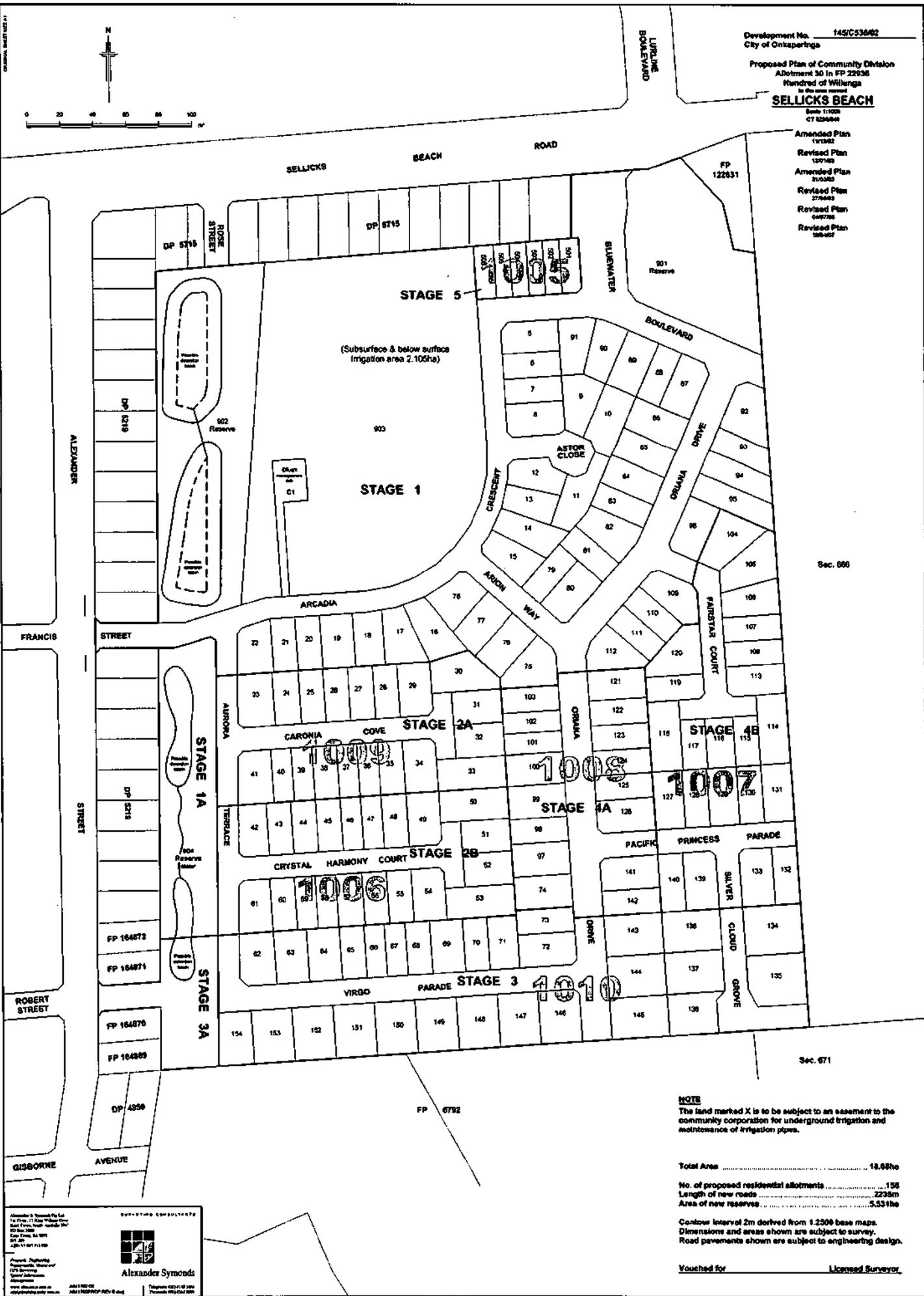
**NOTE**

The land marked X is to be subject to an easement to the community corporation for underground irrigation and maintenance of irrigation pipes.

Total Area ..... 18.68ha  
No. of proposed residential allotments ..... 156  
Length of new roads ..... 2235m  
Area of new reserves ..... 5.531ha

Contour Interval of 2m derived from 1:2500 base maps.  
Dimensions and areas shown are subject to survey.  
Road pavements shown are subject to engineering design.

Vouched for ..... Licensed Surveyor



**SURVEYING CONSULTANTS**

Alexander Symonds  
147 Flinders Street  
Melbourne, Victoria 3000  
Australia  
Tel: 03 9247 1111  
Fax: 03 9247 1112  
www.alexandersymonds.com.au

**TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE**

**Development Contract  
Development No. 145/C536/02/001**

**ANNEXURE B**

**DESIGN DATA FOR EFFLUENT TREATMENT WORKS**

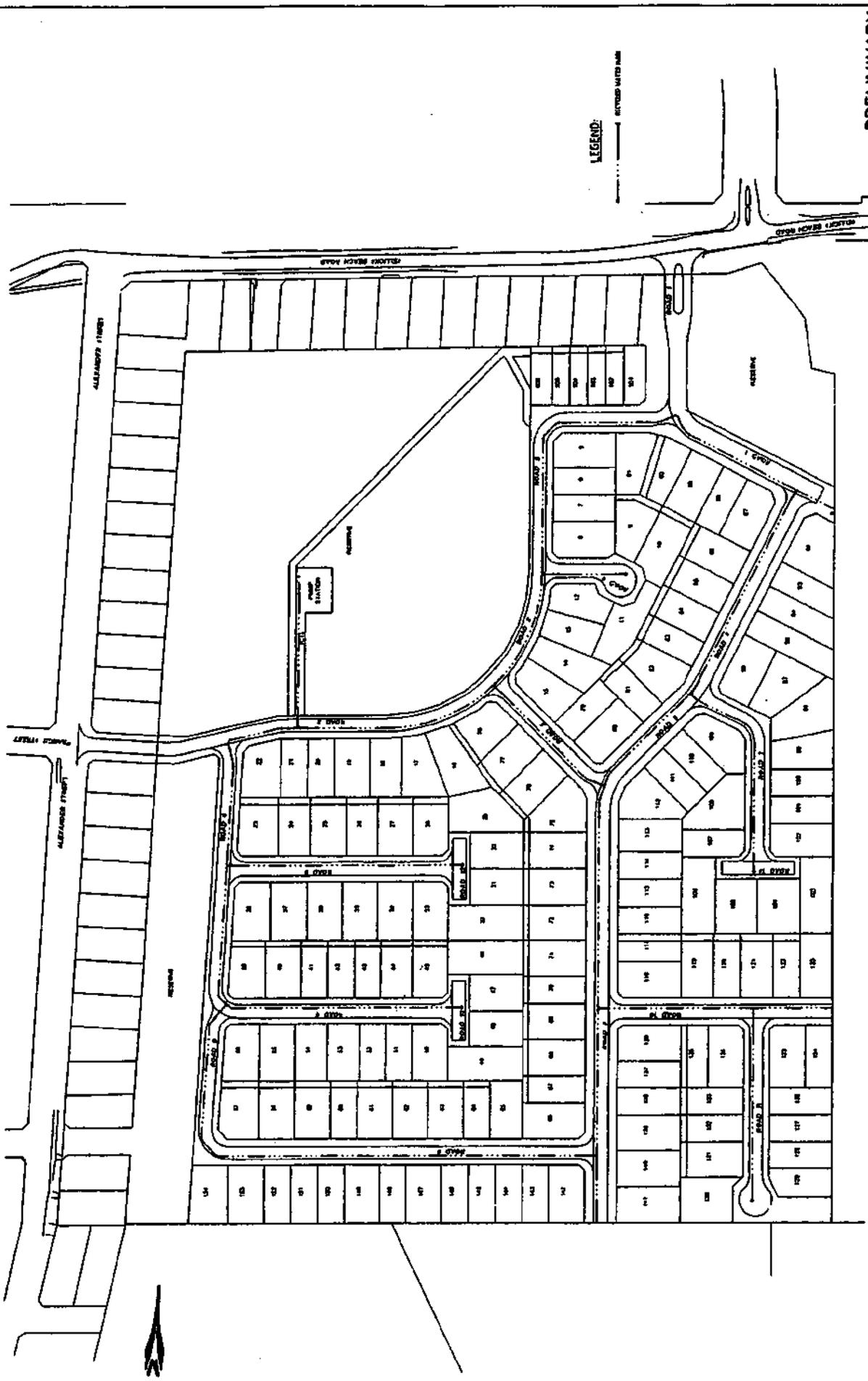
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<b>PRELIMINARY</b> 1:000 Scale 20 15 10 5 0 5 10 15 20 Metres		Date: 22 FEB 05 Drawn: J.M.J. Scale: SK101 01
<b>BLUEWATER DEVELOPMENT (SA) Pty. Ltd.</b>		Project: <b>SEWER MAIN PLAN</b> Contract No: G186.00
Client: <b>Connell Wagner</b> 121 Macquarie Street, Sydney NSW 2000 Tel: (02) 9230 4000 Fax: (02) 9230 4001 Email: connell@connellwagner.com.au	Design: FEB 05 Check: FEB 05 Approved: FEB 05	Date: 22 FEB 05 Drawn: J.M.J. Scale: SK101 01

This is a copy of the resolution of the Development Contract referred to in the attached certificate

*Simon Peter Cross*  
 Simon Peter Cross



LEGEND:  
 ——— RECYCLED WATER LINE

<b>PRELIMINARY</b> Project No: G196.00 Date: 12/04/11 Drawing No: SK102 01	
<b>BLUEWATER DEVELOPMENT (SA) PTY. LTD.</b>	<b>RECYCLED WATER RETICULATION PLAN</b>
<b>BLUEWATER DEVELOPMENT (SA) PTY. LTD.</b>	<b>SELICKS BEACH</b>
<b>Connell Wagner</b> CONSULTANTS PTY LTD 100/102 SOUTH ROAD MELBOURNE VIC 3000 TEL: 03 9594 1000 FAX: 03 9594 1001 WWW.CONNELLWAGNER.COM.AU	Project No: G196.00 Date: 12/04/11 Drawing No: SK102 01
Date: 12/04/11 Drawn by: [Name] Checked by: [Name]	Date: 12/04/11 Drawn by: [Name] Checked by: [Name]

This is a copy of the resolution of the Development Contract referred to in the attached certificate

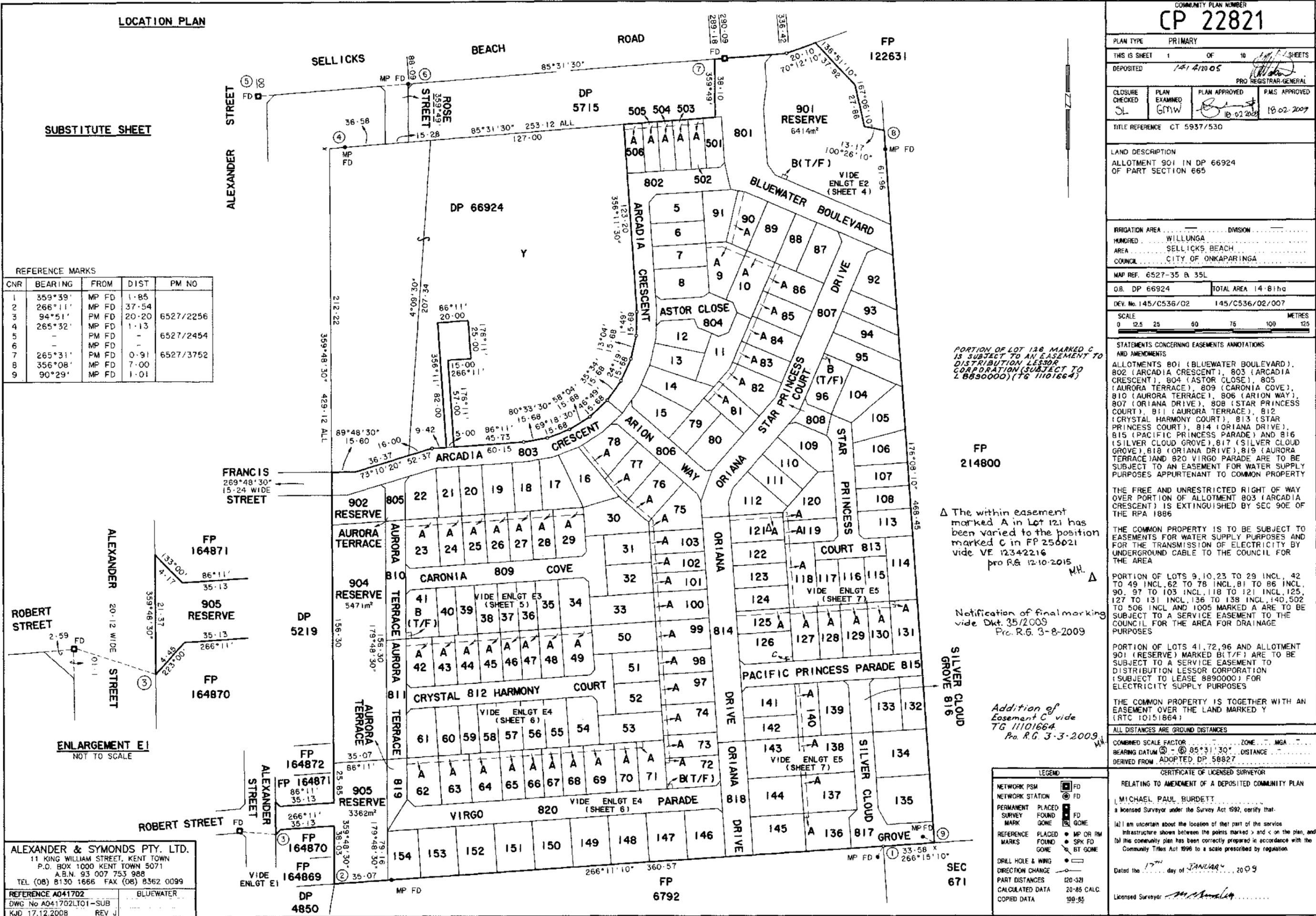
*Simon Peter Cross*  
 Simon Peter Cross

LOCATION PLAN

SUBSTITUTE SHEET

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
1	359°39'	MP FD	1.85	
2	266°11'	MP FD	37.54	
3	94°51'	PM FD	20.20	6527/2256
4	265°32'	MP FD	1.13	
5	-	PM FD	-	6527/2454
6	-	MP FD	-	
7	265°31'	PM FD	0.91	6527/3752
8	356°08'	MP FD	7.00	
9	90°29'	MP FD	1.01	



COMMUNITY PLAN NUMBER  
**CP 22821**

PLAN TYPE	PRIMARY		
THIS IS SHEET	1	OF	10 SHEETS
DEPOSITED	14/1/2005		
CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	PMS APPROVED
SL	GMW	10/02/2009	18/02/2009

TITLE REFERENCE CT 5937/530

LAND DESCRIPTION  
ALLOTMENT 901 IN DP 66924 OF PART SECTION 665

IRRIGATION AREA ..... DIVISION .....

HUNDRED ..... WILLUNGA .....

AREA ..... SELICKS BEACH .....

COUNCIL ..... CITY OF ONKAPARINGA .....

MAP REF.	6527-35 & 35L		
OB. DP	66924	TOTAL AREA	14.81ha
DEV. No.	145/C536/02	145/C536/02/007	
SCALE	0 12.5 25 50 75 100 125 METRES		

STATEMENTS CONCERNING EASEMENTS, ANNOTATIONS AND AMENDMENTS

ALLOTMENTS 801 (BLUEWATER BOULEVARD), 802 (ARCADIA CRESCENT), 803 (ARCADIA CRESCENT), 804 (ASTOR CLOSE), 805 (AURORA TERRACE), 809 (CARONIA COVE), 810 (AURORA TERRACE), 806 (ARION WAY), 807 (ORIANA DRIVE), 808 (STAR PRINCESS COURT), 811 (AURORA TERRACE), 812 (CRYSTAL HARMONY COURT), 813 (STAR PRINCESS COURT), 814 (ORIANA DRIVE), 815 (PACIFIC PRINCESS PARADE) AND 816 (SILVER CLOUD GROVE), 817 (SILVER CLOUD GROVE), 818 (ORIANA DRIVE), 819 (AURORA TERRACE) AND 820 VIRGO PARADE ARE TO BE SUBJECT TO AN EASEMENT FOR WATER SUPPLY PURPOSES APPURTENANT TO COMMON PROPERTY

THE FREE AND UNRESTRICTED RIGHT OF WAY OVER PORTION OF ALLOTMENT 803 (ARCADIA CRESCENT) IS EXTINGUISHED BY SEC 90E OF THE RPA 1886

THE COMMON PROPERTY IS TO BE SUBJECT TO EASEMENTS FOR WATER SUPPLY PURPOSES AND FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE TO THE COUNCIL FOR THE AREA

PORTION OF LOTS 9, 10, 23 TO 29 INCL, 42 TO 49 INCL, 62 TO 78 INCL, 81 TO 86 INCL, 90, 97 TO 103 INCL, 118 TO 121 INCL, 125, 127 TO 131 INCL, 136 TO 138 INCL, 140, 502 TO 506 INCL AND 1005 MARKED A ARE TO BE SUBJECT TO A SERVICE EASEMENT TO THE COUNCIL FOR THE AREA FOR DRAINAGE PURPOSES

PORTION OF LOTS 41, 72, 96 AND ALLOTMENT 901 (RESERVE) MARKED B(T/F) ARE TO BE SUBJECT TO A SERVICE EASEMENT TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000) FOR ELECTRICITY SUPPLY PURPOSES

THE COMMON PROPERTY IS TOGETHER WITH AN EASEMENT OVER THE LAND MARKED Y (RTC 10151864)

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR ..... ZONE ..... MGA .....

BEARING DATUM ..... 85°31'30" ..... DISTANCE .....

DERIVED FROM ..... ADOPTED, DP 58827

LEGEND

NETWORK PSM	FD
NETWORK STATION	FD
PERMANENT SURVEY MARK	FD
REFERENCE MARKS	MP OR RM SPX FD BT GONE
DRILL HOLE & WING	
DIRECTION CHANGE	(20-32)
PART DISTANCES	20-85 CALC
CALCULATED DATA	100-85
COPIED DATA	

CERTIFICATE OF LICENSED SURVEYOR

RELATING TO AMENDMENT OF A DEPOSITED COMMUNITY PLAN

**MICHAEL PAUL BURDETT**  
a licensed Surveyor under the Survey Act 1992, certify that:

(a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan, and

(b) this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation.

Dated the 17th day of JANUARY, 2009

Licensed Surveyor *M. Burdett*

PORTION OF LOT 126 MARKED C IS SUBJECT TO AN EASEMENT TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO L 8890000) (TG 1101664)

The within easement marked A in Lot 121 has been varied to the position marked C in FP 250021 vide VE 12342216 pro R.G. 12-10-2015 M.H.

Notification of final marking vide Dkt. 35/2009 Pro. R.G. 3-8-2009

Addition of Easement C vide TG 1101664 Pro. R.G. 3-3-2009 M.H.

ALEXANDER & SYMONDS PTY. LTD.  
11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
A.B.N. 93 007 753 988  
TEL (08) 8130 1666 FAX (08) 8362 0099

REFERENCE A041702 BLUEWATER  
DWG No A041702LT01-SUB  
KJD 17.12.2008 REV J

FP 164871  
FP 164870  
DP 5219  
FP 164872  
FP 164871  
FP 164870  
FP 164869  
DP 4850

FP 214800

SILVER CLOUD GROVE 816

SEC 671

FP 6792

COMMUNITY PLAN NUMBER  
**CP 22821**

PLAN TYPE PRIMARY  
THIS IS SHEET 2 OF 10 SHEETS  
Licensed Surveyor *[Signature]* 17.11.2009  
PLAN APPROVED *[Signature]* DEPOSITED 14/12/08 PRO REGISTRAR-GENERAL  
SCALE 0 7.5 15 30 45 60 75 METRES

STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS

**SERVICE INFRASTRUCTURE SHOWN THUS**  
R • RECLAIMED WATER

SERVICE INFRASTRUCTURE PLOTTED FROM ENGINEERING DRAWINGS

**SUBSTITUTE SHEET**

CERTIFICATE OF LICENSED SURVEYOR  
RELATING TO AMENDMENT OF A DEPOSITED COMMUNITY PLAN  
MICHAEL PAUL BURDETT  
a Licensed Surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation.

Dated the 17 day of JANUARY, 2009

Licensed Surveyor *[Signature]*

**SERVICE INFRASTRUCTURE PLAN**

**ALEXANDER & SYMONDS PTY. LTD.**  
11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
A.B.N. 93 007 753 988  
TEL (08) 8130 1666 FAX (08) 8362 0099  
REFERENCE A041702 BLUEWATER  
DWG No A041702LT01-SUB  
KJD 17.12.2008 REV J



SEE SHEET 3 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

**SUBSTITUTE SHEET**

CERTIFICATE OF LICENSED SURVEYOR  
RELATING TO AMENDMENT OF A DEPOSITED COMMUNITY PLAN

MICHAEL PAUL BURDETT  
a licensed Surveyor under the Survey Act 1992, certify that this  
community plan has been correctly prepared in accordance with the  
Community Titles Act 1996 to a scale prescribed by regulation.

Dated the 17 day of JANUARY 2009

Licensed Surveyor *Michael Paul Burdett*

SEE SHEET 2 FOR CONTINUATION

COMMUNITY PLAN NUMBER  
**CP 22821**

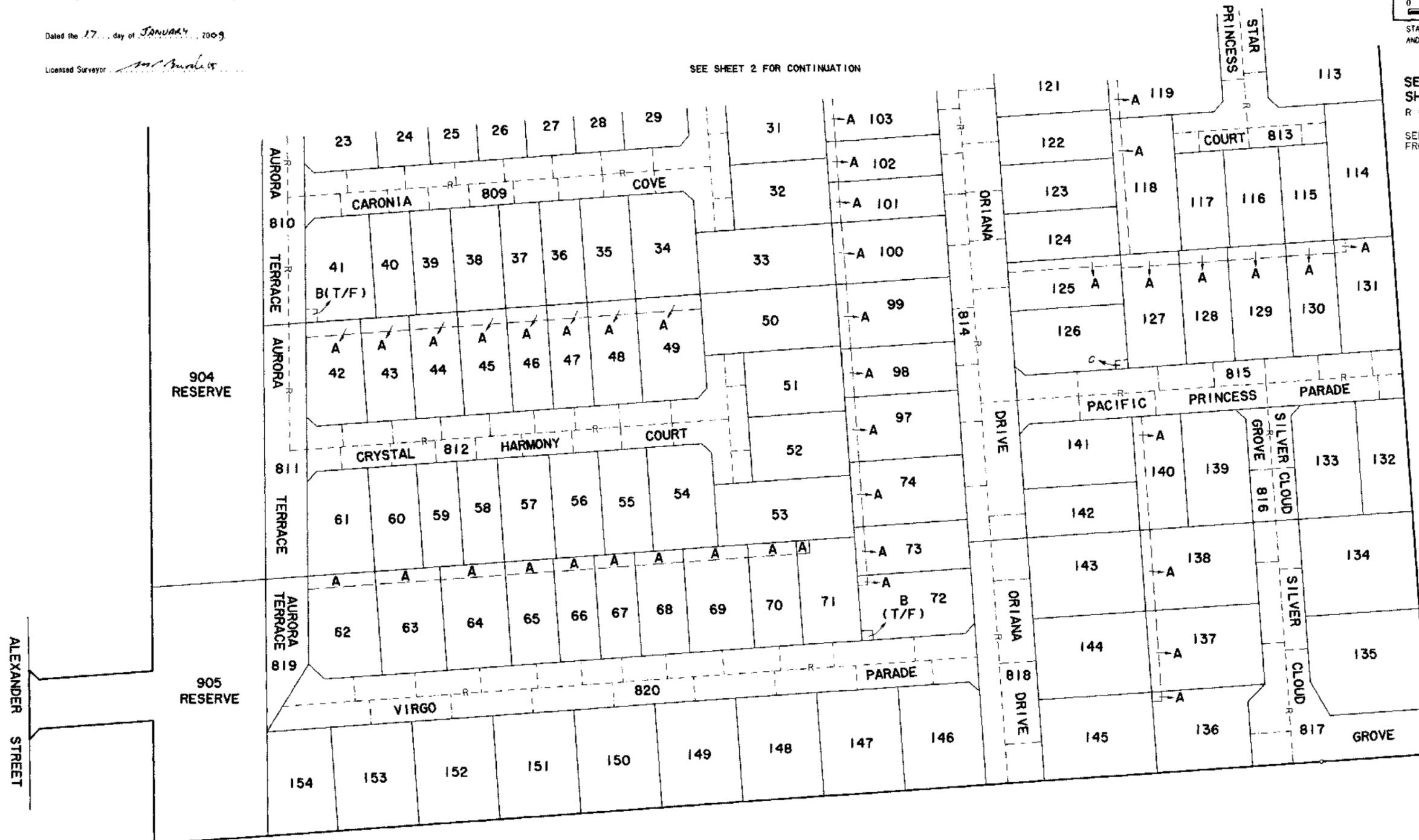
PLAN TYPE	PRIMARY		
THIS IS SHEET	3	OF	10 SHEETS
Licensed Surveyor	<i>Michael Paul Burdett</i>		
PLAN APPROVED	DEPOSITED	<i>19/1/2009</i>	
<i>18/02/2009</i>		PRO REGISTRAR-GENERAL	
SCALE	METRES		
0	7.5	15	30 45 60 75

STATEMENTS CONCERNING EASEMENTS ANNOTATIONS  
AND AMENDMENTS

**SERVICE INFRASTRUCTURE SHOWN THUS**

R = RECLAIMED WATER

SERVICE INFRASTRUCTURE PLOTTED FROM ENGINEERING DRAWINGS



**SERVICE INFRASTRUCTURE PLAN**

ALEXANDER & SYMONDS PTY. LTD.  
11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
A.B.N. 93 007 753 988  
TEL (08) 8130 1666 FAX (08) 8362 0099

REFERENCE A041702 BLUEWATER  
DWG No A041702LT01-SUB  
KJD 17.12.2008 REV J

COMMUNITY PLAN NUMBER  
**CP 22821**

PLAN TYPE PRIMARY

THIS IS SHEET 4 OF 10 SHEETS

Licensed Surveyor *[Signature]* 129

PLAN APPROVED DEPOSITED

15/02/2009 14/4/2005

PRO REGISTRAR-GENERAL

SCALE 0 5 10 20 30 40 50 METRES

STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS

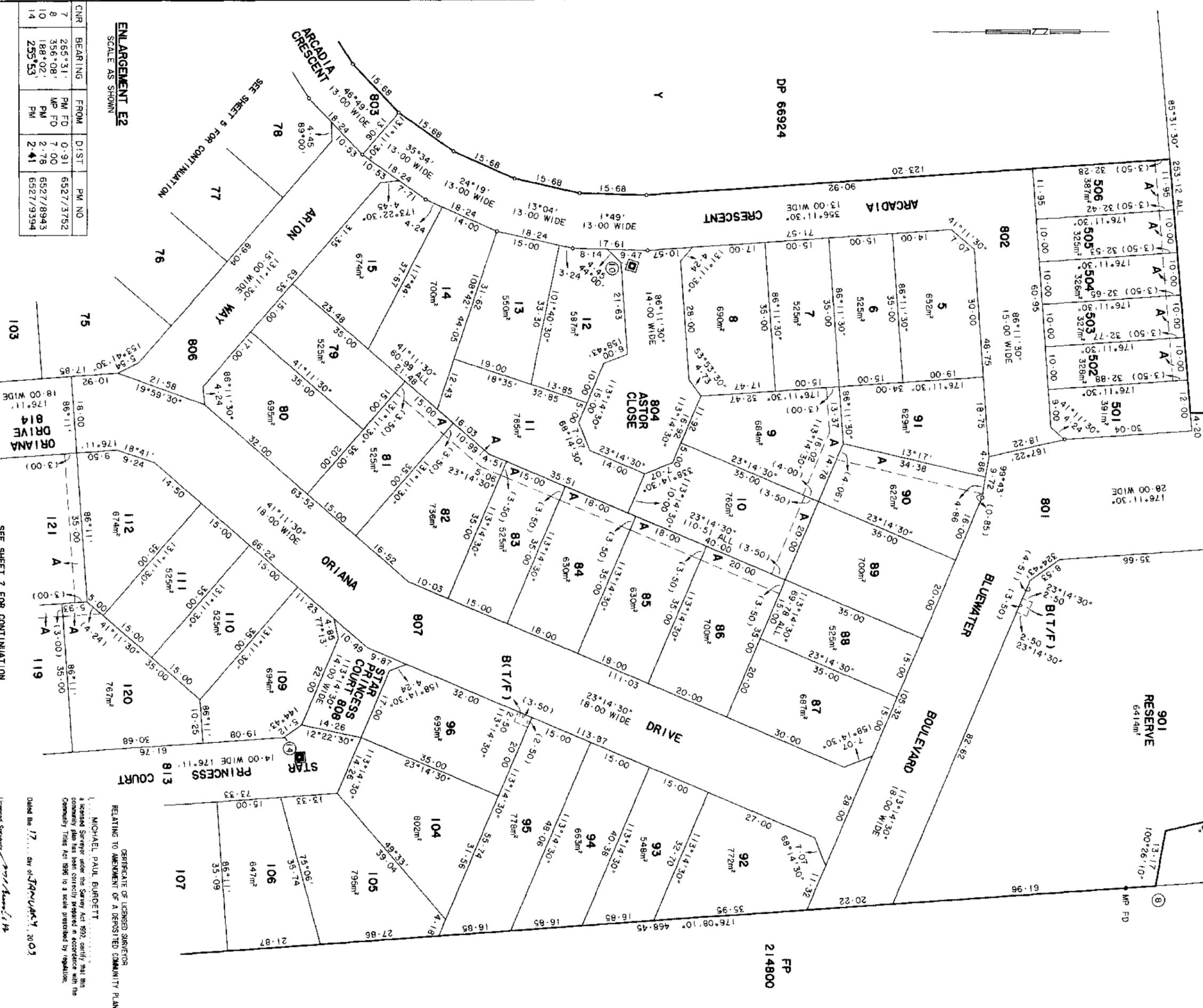
SUBSTITUTE SHEET

SELLICKS BEACH ROAD

DP 5715

FP 122631

ALEXANDER & SYMONDS PTY. LTD.  
11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000, KENT TOWN 5071  
A.B.N. 93 007 753 988  
TEL (08) 8130 1666 FAX (08) 8362 0099  
REFERENCE A041702 BLUEWATER  
DWG No A041702LT01-SUB  
KJD 17.12.2008 REV J



DP 66924

FP 214800

ENLARGEMENT E2  
SCALE AS SHOWN

CNR	BEARING	FROM	DIST	PM NO
7	265°31'	PM FD	0.91	6527/3752
8	356°08'	MP FD	7.00	6527/8943
10	188°02'	PM	2.78	6527/9394
14	255°53'	PM	2.41	

SEE SHEET 7 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

CERTIFICATE OF LICENSED SURVEYOR  
RELATING TO AMENDMENT OF A DEPOSITED COMMUNITY PLAN

MICHAEL PAUL BURDETTE

I, MICHAEL PAUL BURDETTE, certify that the  
a licensed surveyor under the Survey Act 1992, certify that the  
community plan has been correctly prepared in accordance with the  
Community Plans Act 1995 to a scale presented by regulation.

Dated the 17th day of JANUARY 2003

Licensed Surveyor *[Signature]*

CNR	BEARING	FROM	DIST	PM NO
11	97°20'	PM	3.62	6527/8944
12	284°54'	PM	2.38	6527/9244

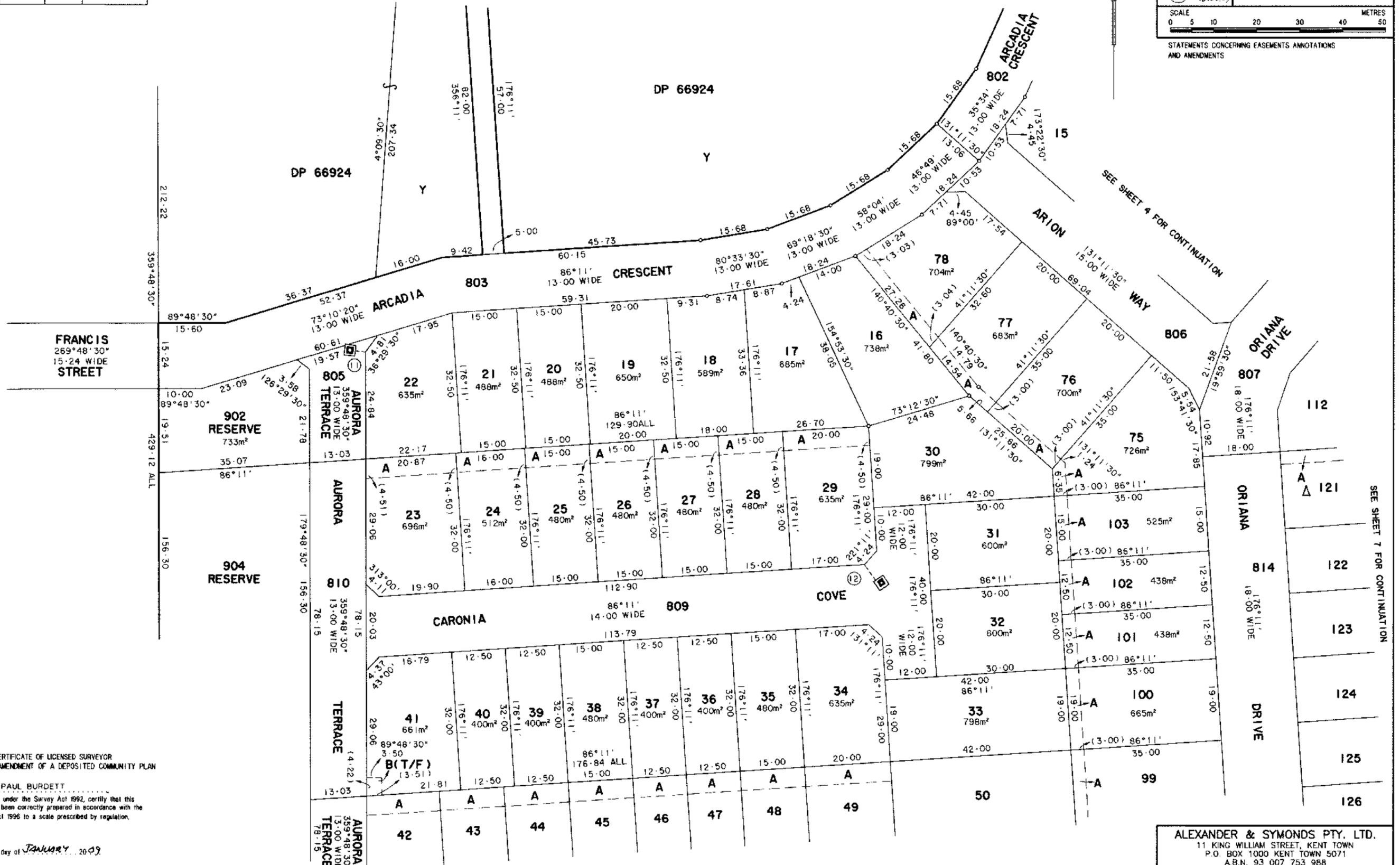
**SUBSTITUTE SHEET**

**ENLARGEMENT E3**  
SCALE AS SHOWN

COMMUNITY PLAN NUMBER  
**CP 22821**

PLAN TYPE	PRIMARY
THIS IS SHEET	5 OF 10 SHEETS
Licensed Surveyor	11/20
PLAN APPROVED	DEPOSITED
<i>[Signature]</i>	14/9/2005
	PRO REGISTRAR GENERAL
SCALE	0 5 10 20 30 40 50 METRES

STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS



CERTIFICATE OF LICENSED SURVEYOR  
RELATING TO AMENDMENT OF A DEPOSITED COMMUNITY PLAN

I, MICHAEL PAUL BURDETT,  
a Licensed Surveyor under the Survey Act 1992, certify that this  
community plan has been correctly prepared in accordance with the  
Community Titles Act 1996 to a scale prescribed by regulation.

Dated the 17 day of January, 2009

Licensed Surveyor [Signature]

SEE SHEET 6 FOR CONTINUATION

**ALEXANDER & SYMONDS PTY. LTD.**  
11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
A.B.N. 93 007 753 988  
TEL (08) 8130 1666 FAX (08) 8362 0099

REFERENCE A041702	BLUEWATER
DWG No A041702LT01-SUB	
KJD 17.12.2008	REV J



COMMUNITY PLAN NUMBER  
**CP 22821**

PLAN TYPE PRIMARY  
THIS IS SHEET 7 OF 10 SHEETS

Licensed Surveyor *Michael Paul Burdett*

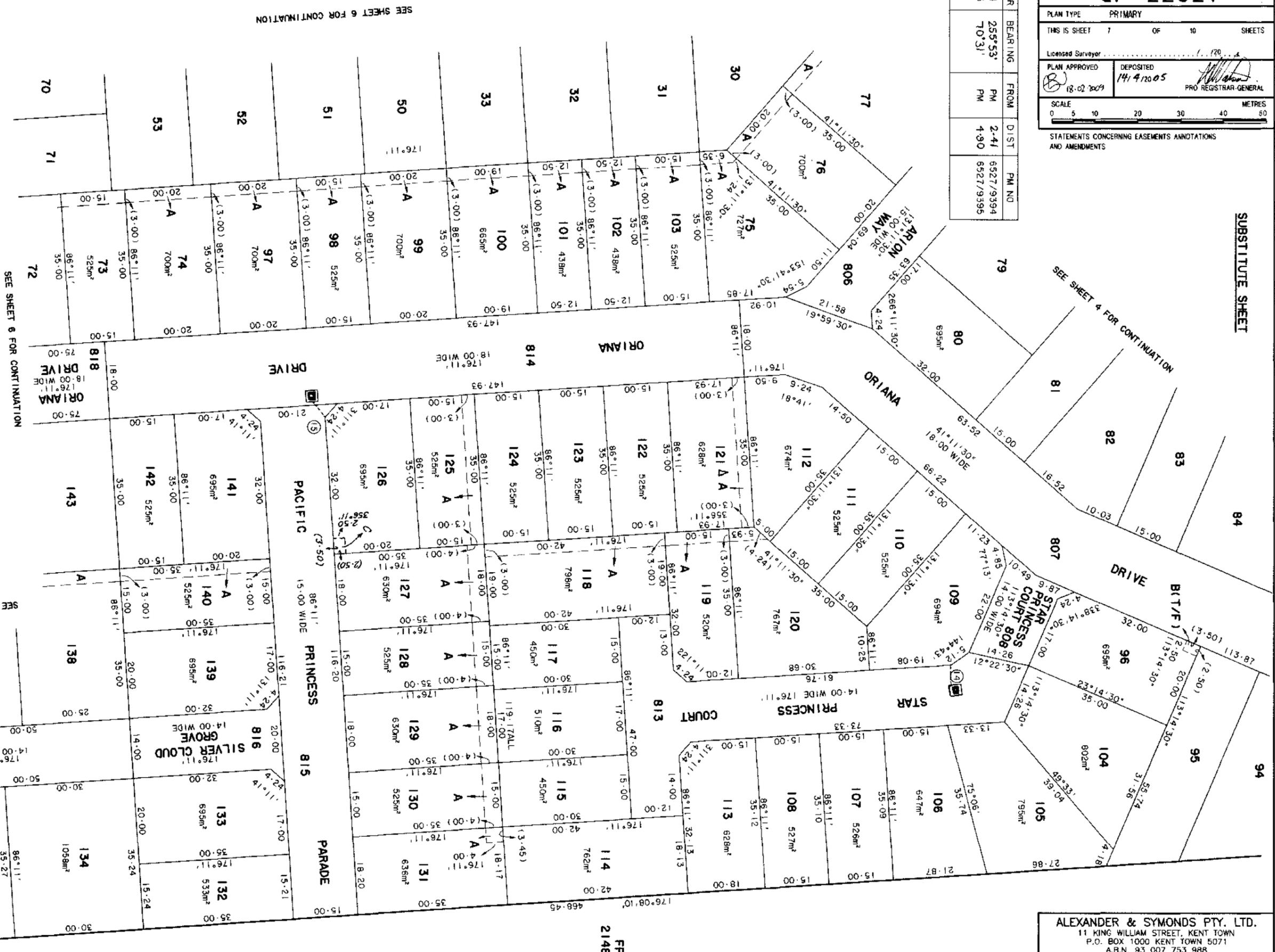
PLAN APPROVED *(Signature)* DEPOSITED 14/4/2005  
PRO REGISTRAR-GENERAL

SCALE 0 5 10 20 30 40 50 METRES

STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS

CNR	BEARING	FROM	DIST	PM NO
14	255°53'	PM	2.41	6527/9394
15	70°31'	PM	4.90	6527/9395

SUBSTITUTE SHEET



ENLARGEMENT E5  
SCALE AS SHOWN

CERTIFICATE OF LICENSED SURVEYOR  
RELATING TO AMENDMENT OF A DEPOSITED COMMUNITY PLAN

MICHAEL PAUL BURDETT  
I, a Licensed Surveyor under the Survey Act 1992, certify that the community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation.

Dated the 17 day of JANUARY, 2007

Licensed Surveyor *Michael Paul Burdett*

ALEXANDER & SYMONDS PTY. LTD.  
11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
A.B.N. 93 007 753 988  
TEL (08) 8130 1666 FAX (08) 8362 0099

REFERENCE A041702 BLUEWATER  
DWG No A041702LTO1-SUB  
KJD 17.12.2008 REV J

SEC 671

# SUBSTITUTE SHEET

## LOT ENTITLEMENT SHEET

### SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
5	67		35	57	
6	64		36	51	
7	64		37	51	
8	67		38	57	
9	66		39	51	
10	63		40	51	
11	63		41	68	
12	66		42	63	
13	66		43	57	
14	67		44	57	
15	68		45	57	
16	66		46	51	
17	67		47	51	
18	67		48	57	
19	67		49	66	
20	63		50	76	
21	63		51	64	
22	68		52	64	
23	70		53	76	
24	60		54	67	
25	57		55	57	
26	57		56	57	
27	57		57	59	
28	57		58	51	
29	67		59	51	
30	75		60	57	
31	65		61	66	
32	64		62	69	
33	75		63	67	
34	67		AGGREGATE		

COMMUNITY PLAN NUMBER

# CP 22821

THIS IS SHEET 8 OF 10 SHEETS

APPROVED  18/02/2009	DEPOSITED 14/4/2005  PRO REGISTRAR-GENERAL
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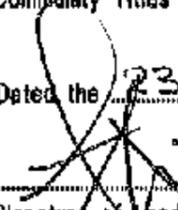
APPLICATION 10187212

- Amended Vide AP. No. 10880860
- Amended Vide AP. No. 10924717
- Amended Vide AP. No. 10988335
- Amended Vide AP. No. 11037386
- Amended Vide AP. No. 11113833

CERTIFICATE OF LAND VALUER

I, Fred Taormina being  
 a land valuer within the meaning of the Land Valuers Act 1984  
 certify that this schedule is correct for the purposes of the  
 Community Titles Act 1996

Dated the 23<sup>rd</sup> day of January 2009

  
 Signature of Land Valuer

# SUBSTITUTE SHEET

## LOT ENTITLEMENT SHEET

### SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
64	67		94	66	
65	57		95	63	
66	51		96	66	
67	51		97	70	
68	57		98	59	
69	67		99	70	
70	57		100	66	
71	63		101	54	
72	70		102	54	
73	59		103	59	
74	70		104	76	
75	65		105	76	
76	66		106	67	
77	66		107	59	
78	67		108	59	
79	64		109	66	
80	66		110	64	
81	63		111	66	
82	64		112	67	
83	63		113	67	
84	66		114	73	
85	66		115	54	
86	65		116	58	
87	66		117	54	
88	64		118	75	
89	66		119	59	
90	67		120	73	
91	66		121	66	
92	62		122	59	
93	65		AGGREGATE		

COMMUNITY PLAN NUMBER

# CP 22821

THIS IS SHEET 9 OF 10 SHEETS

APPROVED



1/8/02/2009

DEPOSITED

14, 4, 2005



PRO REGISTRAR-GENERAL

APPLICATION 10187212

Amended Vide AP. No. 10880860

Amended Vide AP. No. 10924717

Amended Vide AP. No. 10988335

Amended Vide AP. No. 11037386

Amended Vide AP. No. 1113833

#### CERTIFICATE OF LAND VALUER

I, Fred Taormina being  
a land valuer within the meaning of the Land Valuers Act 1994  
certify that this schedule is correct for the purposes of the  
Community Titles Act 1996

Dated the 23<sup>rd</sup> day of January 2009

  
Signature of Land Valuer

# SUBSTITUTE SHEET

## LOT ENTITLEMENT SHEET

### SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
123	59		153	76	
124	59		154	68	
125	59		501	51	
126	70		502	43	
127	67		503	43	
128	60		504	43	
129	66		505	43	
130	60		506	53	
131	67				
132	60				
133	70				
134	84				
135	84				
136	73				
137	80				
138	80				
139	70				
140	60				
141	70				
142	60				
143	80				
144	80				
145	80				
146	76				
147	76				
148	76				
149	76				
150	76				
151	76				
152	76		AGGREGATE	10000	

COMMUNITY PLAN NUMBER

# CP 22821

THIS IS SHEET 10 OF 10 SHEETS

APPROVED

DEPOSITED

14/1/2005

PRO REGISTRAR-GENERAL

APPLICATION 10187212

**Amended Vide AP. No. 10880860**

**Amended Vide AP. No. 10924717**

**Amended Vide AP. No. 10988335**

**Amended Vide AP. No. 11037386**

**Amended Vide AP. No. 11113833**

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I Fred Taormina being  
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Dated the 23<sup>rd</sup> day of January 2009

Signature of Land Valuer