

# Form 1 - Vendor's statement

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

## Contents

Preliminary

Part A - Parties and land

Part B - Purchaser's cooling-off rights and proceeding with the purchase

Part C - Statement with respect to required particulars

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

Schedule



## Preliminary

### To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

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

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

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

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

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

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

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

Part A - Parties and land

1

Purchaser:

Address:

Street 1

Street 2

Suburb

State

Postcode

2

Purchaser's registered agent:

Address:

Street 1

Street 2

Suburb

State

Postcode

3

Vendor:

Linda Marchesan

Address:

Street 1 Unit 6, 11-13 Prion Circuit

Street 2

Suburb Mawson Lakes

State SA

Postcode 5095

4

Vendor's registered agent:

LMC Property Sales Pty Ltd T/A Jump Property

Address:

Street 1 75 Henley Beach Road

Street 2

Suburb Mile End

State SA

Postcode 5031

5

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

6

Description of the land: *[Identify the land including any certificate of title reference]*

Lot 6 primary community plan 22089 in the area named Mawson Lakes hundred of Yatala in the City of Salisbury

Street 1 Unit 6, 11-13 Prion Circuit

Street 2

Suburb Mawson Lakes

State SA

Postcode 5095

being the \*whole / ~~portion~~ of the land comprised in Certificate of Title Volume 5948 Folio 349

## Part B - Purchaser's cooling-off rights and proceeding with the purchase

### To the purchaser:

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

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

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

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

##### 2 - Time for service

The cooling-off notice must be served -

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

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

##### 3 - Form of cooling-off notice

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

##### 4 - Methods of service

The cooling-off notice must be -

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

Unit 6, 11-13 Prion Circuit Mawson Lakes SA 5095

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

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

info@jumpproperty.com.au

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

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

75 Henley Beach Road Mile End SA 5031

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

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

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

##### 5 - Effect of service

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase -

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

**Part C - Statement with respect to required particulars****(section 7(1))****To the purchaser:**

~~I/We~~, Linda Marchesan

of Unit 6, 11-13 Prion Circuit Mawson Lakes SA 5095

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

Date: 14/8/2024

Signed:   
475DF2C1D9B04F0...

Date:

Signed:

**Part D - Certificate with respect to prescribed inquiries by registered agent****(section 9)****To the purchaser:**

I, Karen Sue Bowers T/A First Paige Form 1

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

Exceptions: None known

Date: 14/8/2024

Signed:   
506474092A6B4D0...

~~\*Vendor's / Purchaser's agent~~

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



**Schedule - Division 1****Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))****Note -**

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

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

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

Table of particulars

Column 1	Column 2	Column 3
<p>[If an item is applicable, ensure that the box for the item is ticked and complete the item.]</p> <p>[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.</p> <p>Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> in the case of-</p> <p>(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and</p> <p>(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and</p> <p>(c) the heading "6. Repealed Act conditions" and item 6.1; and</p> <p>(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]</p> <p>[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in <b>bold type</b> must be set out in column 3 and all other particulars must be set out in column 2.]</p> <p>[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]</p> <p>[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If <u>all</u> of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]</p>		

1. General

1.1 Mortgage of land	Is this item applicable?	<input checked="" type="checkbox"/>
	Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
	Are there attachments?	<input type="checkbox"/>
	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	Number of mortgage (if registered):	
	12662224	
	Name of mortgagee:	
	Bendigo and Adelaide Bank Ltd (ACN: 068 049 178)	

**1.2 Easement**

(whether over the land or annexed to the land)

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

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

**Is this item applicable?**

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

**Are there attachments?**

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

Refer to page 13 of the Property Interest Report attached

Description of land subject to easement:

Refer to Part 6. Description of the land

Nature of easement:

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

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

**1.3 Restrictive covenant**

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

**Is this item applicable?**

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

**Are there attachments?**

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

Memorandum of Encumbrance

Nature of restrictive covenant:

Refer to the Memorandum of Encumbrance attached

Name of person in whose favour restrictive covenant operates:

Urban Renewal Authority

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

YES

If NO, give details:

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

NO



NO

YES



NO

YES

1.4 Lease, agreement for lease, tenancy agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

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

Is this item applicable?

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

Are there attachments?

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

Name of parties:

Period of lease, agreement for lease etc:

From  to

Amount of rent or licence fee:

\$  per  (period)

Is the lease, agreement for lease etc in writing?

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -

(a) the Act under which the lease or licence was granted:

(b) the outstanding amounts due (including any interest or penalty):

5. Development Act 1993 (repealed)

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

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

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

☒

NO

YES

Refer to pages 4 to 8 inclusive of the council search attached

Condition(s) of authorisation:  
Application No: 361/1435/2003/CT - community title  
Application No: 361/1471/2003/MA - to construct two, two storey detached dwellings and three, two storey detached dwellings with associated garages  
Application No: 361/3770/2004/MA - seven row dwellings with associated landscaping and carparking

6. Repealed Act conditions

6.1

Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)

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

Is this item applicable?

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

Are there attachments?

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

Nature of condition(s):

7. Emergency Services Funding Act 1998

7.1

section 16 - Notice to pay levy

Is this item applicable?

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

Are there attachments?

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

Emergency Services Levy Certificate

Date of notice:

08/08/2024

Amount of levy payable:

\$110.80 pa - \$110.80 outstanding

☒

YES

YES

29. Planning, Development and Infrastructure Act 2016

29.1	<div>Part 5 - Planning and Design Code</div> <div><i>[Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]</i></div>	<div>Is this item applicable?</div> <div>Will this be discharged or satisfied prior to or at settlement?</div> <div>Are there attachments?</div> <div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div> <div>Council Search and Property Interest Report</div> <div>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</div> <div>Zones: Housing Diversity Neighbourhood (HDN) Subzones: No Zoning overlays: refer to pages 17 and 18 of the council search attached</div>	<div><input checked="" type="checkbox"/></div> <div>NO</div> <div>YES</div>
		<div>Is there a State heritage place on the land or is the land situated in a State heritage area?</div> <div>Is the land designated as a local heritage place?</div> <div>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?</div> <div>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?</div> <div>Note - For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a>.</div>	<div>NO</div> <div>NO</div> <div>NO</div> <div>YES</div>

29.2

section 127 - Condition  
(that continues to apply) of  
a development authorisation

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

Is this item applicable?

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

29.3

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

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:



**29.4** section 140 - Notice requesting access~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

**29.5** section 141 - Order to remove or perform work~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of order:

Terms of order:

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

Amount payable (if any):

**29.6** section 142 - Notice to complete development

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

**29.7** section 155 - Emergency order

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

**29.8** section 157 - Fire safety notice

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of notice:

--

Name of authority giving notice:

--

Requirements of notice:

--

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

\_\_\_\_\_

Amount payable (if any):

--

**29.9** section 192 or 193 - Land management agreement

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of agreement:

--

Names of parties:

--

Terms of agreement:

--

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

**29.12** Part 16 Division 1 - Proceedings

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

**29.13** section 213 - Enforcement notice

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

~~Is this item applicable?~~

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

***Are there attachments?***

~~If YES, identify the attachment(s)~~

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

Age (years)	Percentage of people who have ever been in a romantic relationship
18	10
25	30
30	45
35	60
40	75
45	80
50	85
55	85
60	85
65	85

Date order made:

Name of court that made order:

Action number:

Names of parties:

--

Terms of order:

\_\_\_\_\_

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

\_\_\_\_\_

**Particulars relating to community lot (including strata lot) or development lot**

- 1 Name of community corporation: Community Corporation No. 22089  
Address of community corporation: 6, 11 Prion Circuit Mawson Lakes SA 5095
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
- (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):  
Refer to the community statement attached
- (b) particulars of assets and liabilities of the community corporation:  
Refer to the community statement attached
- (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:  
Refer to the community statement attached
- (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:  
Refer to the community statement attached
- (e) if the lot is a community lot, particulars of the lot entitlement of the lot:  
1400 of 10000

*[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]*

- 4 Documents supplied by the community corporation that are enclosed:
- (a) a copy of the minutes of the general meetings of the community corporation and management committee  
\*for the 2 years preceding this statement / ~~since the deposit of the community plan;~~  
(\*Strike out or omit whichever is the greater period)  
NO
- (b) a copy of the statement of accounts of the community corporation last prepared;  
NO
- (c) a copy of current policies of insurance taken out by the community corporation.  
YES

*[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]*

- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

A community statement has been completed and is attached

- 6 The following documents are enclosed:

- (a) a copy of the scheme description (if any) and the development contract (if any);  
(b) a copy of the by-laws of the community scheme.



- ~~7 The following additional particulars are known to the vendor or have been supplied by the community corporation:~~



- 8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name: Linda Marchesan

Address: Unit 6, 11 Piron Circuit Mawson Lakes SA 5095

#### Note-

- 1 A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
- 2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- 3 All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
- 4 For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.



## Schedule-Division 3-Community lots and strata units



### Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

#### Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

#### Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

#### Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

#### Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

#### Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

#### Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

#### Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

#### Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

#### Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see [www.reisa.com.au](http://www.reisa.com.au).

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au).

You can also seek advice from a legal practitioner.

## ANNEXURES

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

\* The following documents are annexed hereto -

Property Interest Report  
Council Search  
Emergency Services Levy Certificate  
Land Tax Certificate  
Water Certificate  
Memorandum of Encumbrance  
Community Statement

## ACKNOWLEDGEMENT OF RECEIPT

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

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

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

\_\_\_\_\_  
Purchaser(s)

(\*Strike out whichever is not applicable)

# Form R3

## Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

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

### **Safety**

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

## Enjoyment

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

## Value

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

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

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



REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 5948 Folio 349

Parent Title(s)

CT 5862/114

Creating Dealing(s)

ACT 10289110

Title Issued

06/09/2005

Edition

5

Edition Issued

31/01/2017

Estate Type

FEE SIMPLE

Registered Proprietor

LINDA MARCHESAN  
OF 10 GRAY STREET PROSPECT SA 5082

Description of Land

LOT 6 PRIMARY COMMUNITY PLAN 22089  
IN THE AREA NAMED MAWSON LAKES  
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
10325922	ENCUMBRANCE TO URBAN RENEWAL AUTHORITY (SINGLE COPY ONLY)
12662224	MORTGAGE TO BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)

Notations

Dealings Affecting Title           NIL

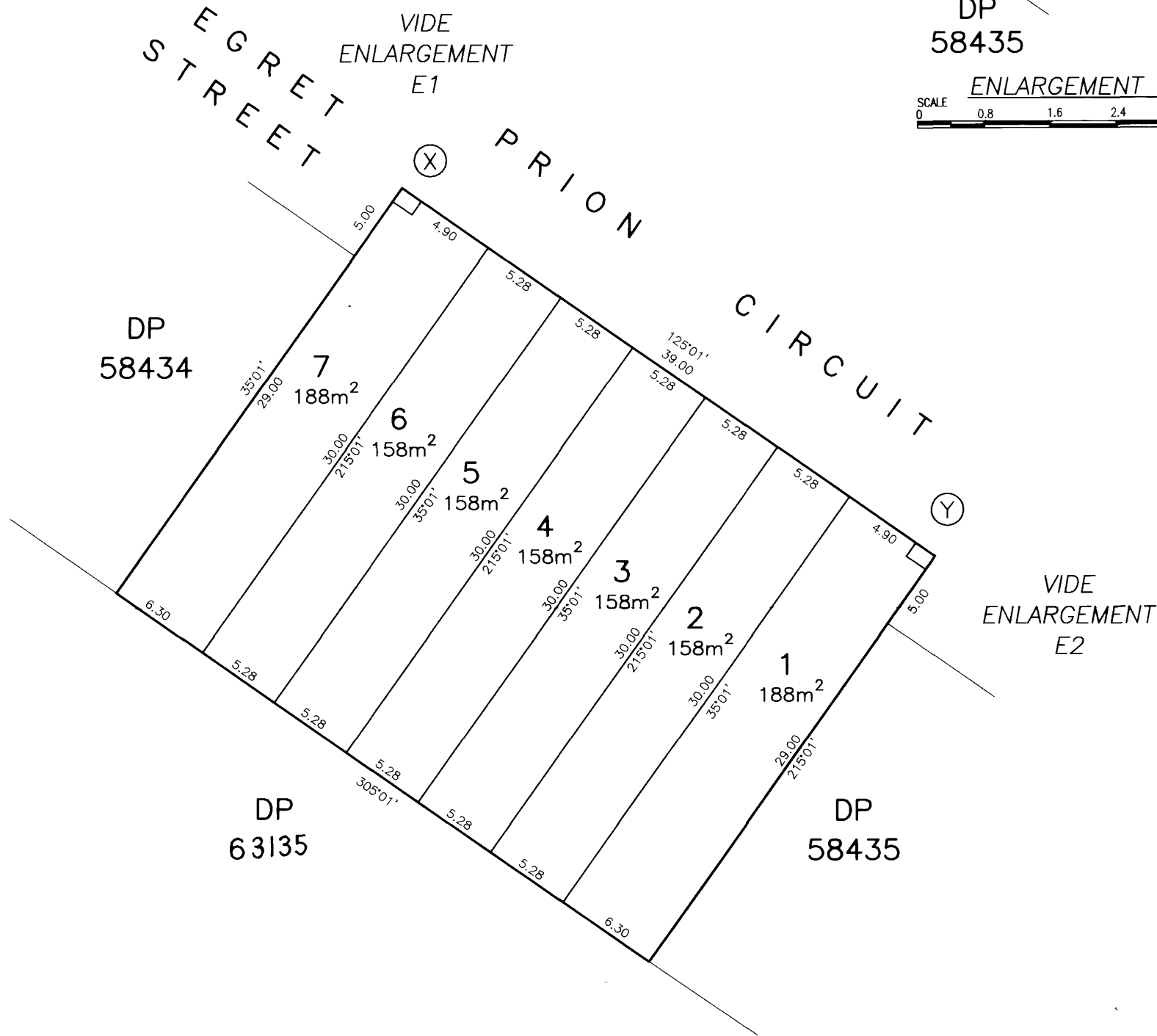
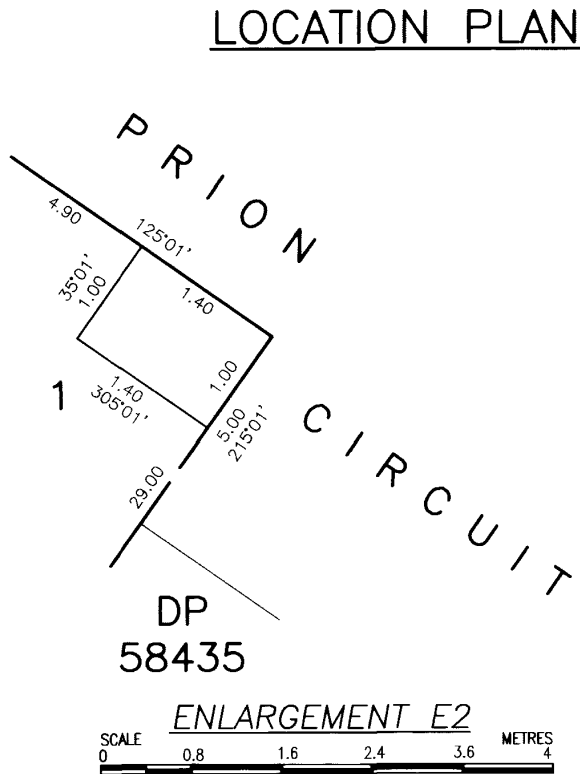
Priority Notices                    NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
23/08/2005	10289111	SCHEME DESCRIPTION	FILED
23/08/2005	10289112	DEVELOPMENT CONTRACT	FILED
23/08/2005	10289113	BY-LAWS	FILED

Registrar-General's Notes       NIL

Administrative Interests         NIL



CP 22089

PLAN TYPE PRIMARY			
THIS IS SHEET 1 OF 2 SHEETS			
DEPOSITED 5 / 9 / 2005 PRO REGISTRAR-GENERAL			
CLOSURE CHECKED ST	PLAN EXAMINED SF	PLAN APPROVED 31.8.05	P.M.S APPROVED

TITLE REFERENCE CT 5862/114

LAND DESCRIPTION  
ALLOTMENT 277 IN DP 58435

IRRIGATION AREA DIVISION  
HUNDRED YATALA  
AREA MAWSON LAKES  
COUNCIL CITY OF SALISBURY

MAP REF 6628-32-h

O.B. DP 58435 TOTAL AREA 1170m²

DEV. NO. 361/C 535/03

SCALE 0 4 8 12 16 20 METRES

ANNOTATIONS  
THE SUBJECT LAND WAS VACANT AND THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 22/08/2003.

PCPLANS

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR - ZONE - MGA 94  
BEARING DATUM (X) - (Y) 125'0" DISTANCE -  
DERIVED FROM ADOPTED FROM DP 58435

I, Henry Michael POHL  
a licensed surveyor under the Survey Act1992, 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 25<sup>th</sup> day of July 05

Licensed Surveyor

STEED & POHL  
LICENSED SURVEYORS

23 SYDENHAM ROAD NORWOOD 5067  
PHONE: 8362 7900 FAX: 8363 5154  
REF:8296 10/05/05 HMP,KBA

LEGEND	
NETWORK PSM	FD
NETWORK STATION	FD
PERMANENT PLACED	FD
SURVEY FOUND	FD
MARK GONE	GONE
REFERENCE PLACED	MP OR RM
MARKS FOUND	SPK FD
GONE	BT GONE
DRILL HOLE & WING	
DIRECTION CHANGE	
PART DISTANCES	(20.32)
CALCULATED DATA	20.85 CALC.
COPIED DATA	100.85

## LOT ENTITLEMENT SHEET

## SCHEDULE OF LOT ENTITLEMENTS


LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1,500	
2	1,400	
3	1,400	
4	1,400	
5	1,400	
6	1,400	
7	1,500	
AGGREGATE	10,000	

COMMUNITY PLAN NUMBER

CP 22089

THIS IS SHEET 2 OF 2 SHEETS

APPROVED

  
 31-8-05

DEPOSITED

5/9/2005

  
 PRO REGISTRAR-GENERAL

APPLICATION 10289110

## CERTIFICATE OF LAND VALUER

I, MARC PALMER OCKENDEN 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 1<sup>ST</sup> day of AUGUST 2005
  
 Signature of Land Valuer

# Property Interest Report

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

Title Reference	CT 5948/349	Reference No. 2594817
Registered Proprietors	L*MARCHESAN	Prepared 08/08/2024 08:39
Address of Property	Unit 6, 11-13 PRION CIRCUIT, MAWSON LAKES, SA 5095	
Local Govt. Authority	CITY OF SALISBURY	
Local Govt. Address	PO BOX 8 SALISBURY SA 5108	

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

2. **Aboriginal Heritage Act 1988**

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



an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

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

## 7. Emergency Services Funding Act 1998

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

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

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

### **Code Amendment**

**Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA.** Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal:  
[https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

### **Code Amendment**

**Green Fields Centre - Thirteen Commercial Pty Ltd** is proposing to rezone approx. 4.5 hectares of land at Part Lot 1001 Salisbury Highway Green Fields, to enable a retail based centre that will serve existing and future population growth. For more information, refer to the 'Code Amendments' page on the PlanSA portal:  
[https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

### **Code Amendment**

**Statewide Bushfire Hazards Overlay** - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or contact PlanSA via email ([PlanSA@sa.gov.au](mailto:PlanSA@sa.gov.au)) or telephone (1800 752 664).

### **Code Amendment**

**Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment** - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal  
[https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800752664.

### **Code Amendment**

**1113-1131 Port Wakefield Road, Employment Land - The Proponent seeks to rezone land located on Port Wakefield & Summer Roads at Waterloo Corner & Bolivar (Affected Area) from Deferred Urban to Employment. This proposal will enable the land to be developed for uses such as trade premises, retail showrooms & other employment. For more information visit the amendment webpage on the SA Planning Portal [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800752664.**

- |       |  |  |
|-------|--|--|
| 29.2  | section 127 - Condition (that continues to apply) of a development authorisation<br><i>[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | <p>State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 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  | <p>State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p>                    |
| 29.6  | section 142 - Notice to complete development   | <p>State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p>                    |
| 29.7  | section 155 - Emergency order  | <p>State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p>                    |
| 29.8  | section 157 - Fire safety notice   | <p>Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p>               |
| 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   | <p>State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 29.11 | section 198(2) - Agreement to vest land in a council or the Crown to be held as open space   | <p>State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 29.12 | Part 16 Division 1 - Proceedings   | <p>Contact the Local Government Authority for details relevant to this item</p> <p>also</p> <p>Contact the vendor for other details that might apply</p>   |
| 29.13 | section 213 - Enforcement notice   | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title   |



also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

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

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

32.1 section 66 - Direction or requirement to avert spread of disease

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

32.2 section 92 - Notice

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

also

Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

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

also

Contact the Local Government Authority for other details that might apply

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

33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

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

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

**An SA Water Certificate will be forwarded.**  
**If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

- 35.1

section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title
- 35.2

section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

36. *Other charges*

- 36.1

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

## Other Particulars

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

- |     |   |   |
|-----|---|---|
| 1.  | Particulars of transactions in last 12 months                                   | Contact the vendor for these details  |
| 2.  | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation   |
| 3.  | Particulars relating to strata unit   | Enquire directly to the Secretary or Manager of the Strata Corporation  |
| 4.  | Particulars of building indemnity insurance                                     | Contact the vendor for these details<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

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> )                                      | The Dog Fence Board has no current interest in Dog Fence rates relating to this title.                                      |
| 9.  | Pastoral Board ( <i>Pastoral Land Management and Conservation Act 1989</i> ) | The Pastoral Board has no current interest in this title  |
| 10. | Heritage Branch DEW ( <i>Heritage Places Act 1993</i> )                      | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title          |
| 11. | Health Protection Programs – Department for Health and Wellbeing             | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.          |

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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



## Certificate of Title

Title Reference

CT 5948/349

Status

CURRENT

Easement

NO

Owner Number

14708579

Address for Notices

UNIT 6, 11 PRION CCT MAWSON LAKES, SA 5095

Area

158m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

LINDA MARCHESAN  
OF 10 GRAY STREET PROSPECT SA 5082

## Description of Land

LOT 6 PRIMARY COMMUNITY PLAN 22089  
IN THE AREA NAMED MAWSON LAKES  
HUNDRED OF YATALA

## Last Sale Details

Dealing Reference

TRANSFER (T) 10978474

Dealing Date

16/06/2008

Sale Price

\$356,000

Sale Type

TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	10325922	URBAN RENEWAL AUTHORITY
MORTGAGE	12662224	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
4462180761	CURRENT	Unit 6, 11-13 PRION CIRCUIT, MAWSON LAKES, SA 5095

## Notations



Product  
Date/Time  
Customer Reference  
Order ID

Title and Valuation Package  
08/08/2024 08:39AM  
4148  
20240808000559

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
23/08/2005 11:25	10289111	SCHEME DESCRIPTION	FILED
23/08/2005 11:25	10289112	DEVELOPMENT CONTRACT	FILED
23/08/2005 11:25	10289113	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	4462180761
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2006
Property Location	Unit 6, 11-13 PRION CIRCUIT, MAWSON LAKES, SA 5095
Local Government	SALISBURY
Owner Names	LINDA MARCHESAN
Owner Number	14708579
Address for Notices	UNIT 6, 11 PRION CCT MAWSON LAKES, SA 5095
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	H G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C22089 LOT 6	CT 5948/349

Values



Product  
Date/Time  
Customer Reference  
Order ID

Title and Valuation Package  
08/08/2024 08:39AM  
4148  
20240808000559

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$240,000	\$420,000			
Previous	\$235,000	\$375,000			

## Building Details

Valuation Number	4462180761
Building Style	High Quality Conventional
Year Built	2007
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	145 sqm
Number of Main Rooms	5

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





Product  
Date/Time  
Customer Reference  
Order ID

Check Search  
08/08/2024 08:39AM  
4148  
20240808000559

## Certificate of Title

Title Reference: CT 5948/349  
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
23/08/2005	06/09/2005	10289111	SCHEME DESCRIPTION	FILED	C22089
23/08/2005	06/09/2005	10289112	DEVELOPMENT CONTRACT	FILED	C22089
23/08/2005	06/09/2005	10289113	BY-LAWS	FILED	C22089

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



City of Salisbury  
ABN 82 615 416 895  
34 Church Street  
PO Box 8  
Salisbury SA 5108  
Australia

Telephone 08 8406 8222  
Facsimile 08 8281 5466  
city@salisbury.sa.gov.au  
www.salisbury.sa.gov.au

8 August 2024

First Paige Form 1  
PO Box 2209  
SOUTH PLYMPTON SA 5038

Location: Unit 6 / 11-13 Prion Circuit , Mawson Lakes SA 5095  
Title Details: Lot 6 C 22089  
CT-5948/349  
Owner: L Marchesan  
Assessment No: 590783

I CERTIFY IN TERMS OF SECTION 187 (1) OF THE LOCAL GOVERNMENT ACT as follows: -

- (a) That the rates and other monies which are due and payable to the Council in respect of the above property at the date of the giving of this certificate are as listed below.
- (b) That the rates become due and payable on the 1<sup>st</sup> July each year.
- (c) That the rates, fines, arrears, and property debts are a charge upon the said property.

Details of the AMOUNT OF RATES DECLARED for the current financial year: -

Rates:	1,334.60
Rebates:	0.00
Total:	1,334.60

Details of the AMOUNTS OUTSTANDING at the time of giving this certificate: -

	Arrears:	0.00
	Interest on Arrears:	0.00
	Fines on Current:	0.00
Less	Paid This Year:	-333.65
	Arrears Legal Fees:	0.00
	Current Legal Fees:	0.00
	Overpayment:	0.00
	Refunds:	0.00
		-----
	Current Rates Balance:	1,000.95
	Property Debt:	0.00
	Building Upgrade Debt:	0.00
	Current reWater Balance:	0.00
	Total Balance:	\$1,000.95

Important Information:

Rates Certificates are valid for 90 days from the date of the certificate.

**Please phone Council's Customer Centre on 8406 8222 within two weeks** before settlement to confirm final payment amounts, as rates liability may have changed.

Certificates will not be reissued due to a new financial year without an additional payment.

**Refer to Council's Customer Centre for further details or updates on 8406 8222.**



Heidi Crossley

Delegate

Telephone: (08) 8406 8222

Email: [hcrossley@salisbury.sa.gov.au](mailto:hcrossley@salisbury.sa.gov.au)

BPAY Payments can be made using the following details:

- \* Please ensure that settlement amount is confirmed via phone before making payments via Bpay

Billercode: 8649

Reference: 590783



City of Salisbury  
ABN 82 615 416 895

34 Church Street  
PO Box 8  
Salisbury SA 5108  
Australia

Telephone 08 8406 8222  
Facsimile 08 8281 5466  
[city@salisbury.sa.gov.au](mailto:city@salisbury.sa.gov.au)

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

8 August 2024

First Paige Form 1  
PO Box 2209  
SOUTH PLYMPTON SA 5038

Dear Sir / Madam

Request for Information

We refer to your request and now attached particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act.

Yours faithfully

A handwritten signature in black ink, appearing to read "H. Crossley".

Heidi Crossley  
Delegate  
Telephone: (08) 8406 8222  
Email: [development@salisbury.sa.gov.au](mailto:development@salisbury.sa.gov.au)



City of Salisbury  
ABN 82 615 416 895  
34 Church Street  
PO Box 8  
Salisbury SA 5108  
Australia

Telephone 08 8406 8222  
Facsimile 08 8281 5466  
city@salisbury.sa.gov.au  
www.salisbury.sa.gov.au

LAND AND BUSINESS (SALE AND CONVEYANCING) ACT  
INFORMATION PURSUANT TO SECTION 7 CERTIFICATE

APPLICANT	First Paige Form 1	Certificate No:87135
	PO Box 2209 SOUTH PLYMPTON SA 5038	Date of Issue: 8 August 2024

DESCRIPTION OF LAND	Unit 6 / 11-13 Prion Circuit , Mawson Lakes SA 5095 CT-5948/349
---------------------	--

*We refer to your request for information and now attach particulars and documentary material, which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act.*

DEVELOPMENT ACT 1993 (repealed)

SECTION 42

Condition (that continues to apply) of a development authorisation

Application No: 361/1435/2003/CT  
Description: COMMUNITY TITLE  
Decision Date: 11-Jun-2003  
Decision: Approved  
Conditions: 5

1. The proposal shall be developed in accordance with the details and Council stamped approved plans lodged with the application, except where varied by the conditions herein.

*Reason: To ensure the proposal is established in accordance with the submitted plans.*

2. The proposal shall be developed in accordance with the details and amended plans lodged with the application dated 26/08/03, except where varied by the conditions herein.

*Reason: To ensure the proposal is established in accordance with the submitted plans.*

3. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met.
4. Payment of \$7320 into the Planning and Development Fund (4 allotments @ **\$1830/allotment**). **Cheques to be made payable and marked "Not Negotiable" to the** Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at [www.planning.sa.gov.au](http://www.planning.sa.gov.au).
5. Two copies of a certified survey plan being lodged with the Commission for Certificate purposes.

Application No: 361/1471/2003/MA  
 Description: TO CONSTRUCT TWO, TWO STOREY DETACHED DWELLINGS AND THREE, TWO STOREY DETACHED DWELLINGS WITH ASSOCIATED GARAGES  
 Decision Date: 22-Dec-2003  
 Decision: Approved  
 Conditions: 7

1. The amended details submitted via facsimile by Lelio Bibbo Pty Ltd, dated 9<sup>th</sup> December 2003 and consisting of 16 pages including the fax cover sheet shall be read in conjunction with all other details and documentation and shall take precedence over any conflicting details / documentation. (Section 39).
2. A copy of the Certificate of Building Indemnity Insurance in relation to domestic building work required under Section 34 of the Building Work Contractors Act, 1996 shall be submitted to Council prior to work being commenced. (Regulation 21).
3. The proposal shall be developed in accordance with the details and Council stamped approved plans lodged with the application, except where varied by the conditions herein.

*Reason: To ensure the proposal is established in accordance with the submitted plans.*

4. The longitudinal grade from the roadway to the property boundary shall conform to **Council's attached standard drawing titled 'Vehicular Crossing' (C8) which details the** requirement of 150mm rise in the driveway at the property line for flood protection and the crossfall allowance for footpaths.

*Reason: To ensure adequate vehicular access to the property and allow for future footpath.*

5. Where cut or fill in excess of 300mm is required as a result of the proposed development, retaining walls or other suitable soil retention devices shall be employed.

*Reason: To ensure that excavations and filled land is stable and will not result in any adverse impact on adjoining properties.*

6. The proposed building(s) finished floor level is to be a minimum of 300mm above the top of the roadside kerb immediately adjacent to the building site.

*Reason: To allow disposal of stormwater.*

7. Detailed Engineering site plans showing finished floor levels, service locations and connection points, pavement levels, design grades and stormwater drainage layout **including connections to Council's existing** underground drainage systems are to be submitted to Council for approval. No work is to commence prior to the written approval by Council.

*Reason: To ensure orderly development.*

Application No: 361/3770/2004/MA  
 Description: SEVEN ROW DWELLINGS WITH ASSOCIATED LANDSCAPING AND CARPARKING  
 Decision Date: 04-Jul-2005  
 Decision: Approved  
 Conditions: 11

1. A Certificate of Indemnity Insurance as required by Part 5 of the Building Work Contractors Act, 1995 shall be submitted to council prior to work commencing. (To comply with Regulation 21 of the Development Regulations 1993.)
2. The wall plates supporting floor joists shall be fixed in accordance with the Rapidwall Manufacturers details.  
(To comply with the BCA performance requirement 2.1)
3. All mechanical services to the building shall be designed, installed and operated in such a manner that any person or persons living within or adjacent to the site should not be subjected to any nuisance or inconvenience from noise or fumes.

*Reason: To limit the effect of the mechanical services for activities on the subject land within the site, thereby maintaining the amenity of the locality.*

4. Any air-conditioning units or external pipework or exhaust system mounted on the roofs or walls of buildings within the development shall be colourbond material to match principle buildings.

*Reason: To enhance the amenity of the locality*

5. Should the development require the relocation of any public infrastructure or services, all such works shall be the responsibility of the developer and at no cost to Council. Such works may include, but are not limited to, street trees, light poles and stormwater entry pits.

*Reason: To ensure orderly development*

6. A detailed Engineering Site Plan showing unit levels, pavement levels, design grades and **stormwater drainage layout including connections to Council's existing underground drainage** systems are to be submitted to Council for approval. No work is to commence prior to the **written approval of Council's Engineering Department.**

*Reason: To ensure appropriate disposal of stormwater from the site.*

7. The finished floor level of the proposed building is to be set a minimum of 300mm above the highest point of the internal driveway immediately adjacent to the building site.

*Reason: To provide some flood protection and allow disposal of stormwater from the subject land.*

8. Landscaping areas shall be planted through the front driveway in line with the front doors of the units. A landscaping plan shall be submitted with Building Rules Documentation that shows the position of this landscaping to the complete satisfaction of Council. All landscaping shall be maintained (including the replacement of diseased or dying plants and the removal of weeds and pest plants) to the reasonable satisfaction of Council. All landscaping is to be completed within 3 months of the approved use commencing.

*Reason: To ensure the subject land is landscaped so as to enhance the visual and environmental amenity of the locality.*

9. All driveways and carparking areas shall be constructed with either brick paving or coloured concrete with individual carparks clearly identified. Driveways and carparking areas shall be established prior to the occupation of any dwelling and maintained at all times to the satisfaction of Council.

*Reason: To ensure access and carparking is provided on the site in a manner that maintains and enhances the amenity of the locality.*

10. Where cut or fill in excess of 300mm is required as a result of the proposed development, retaining walls or other suitable soil retention devices shall be employed.

*Reason: To ensure that excavations and filled land is stable and will not result in any adverse impact on adjoining properties.*



11. Windows facing the rear and side yards of adjoining neighbours on the upper floor of the dwelling shall comprise awning window frames with the sash being hinged at the top and moves outwards at the bottom and contain translucent glass to a minimum height of 1500 mm above the level of the first floor.

*Reason: To minimise the impact on the privacy of the resident of the adjacent dwellings.*

#### Repealed Act Conditions

Condition (that continues to apply) of an approval or authorisation granted under the

Building Act 1971 (repealed)  
City of Adelaide Development Control Act 1976 (repealed)  
Planning Act 1982 (repealed) or  
Planning and Development Act 1966 (repealed)

No

#### PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

##### PART 5 – Planning and Design Code

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

Refer to PlanSA Section 7 report attached.

Is there a State heritage place on the land or is the land situated in a State heritage area?

Refer to PlanSA Section 7 Report attached

Is the land designated as a place of local heritage place?

Refer to PlanSA Section 7 Report attached

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?

Refer to PlanSA Section 7 Report attached

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?

Flooding Hazards Mapping Update Code Amendment  
Residential Driveway Crossovers Code Amendment

For further information about the Planning and Design Code Amendment visit [Code amendments | PlanSA](#)

Also refer to Property Interest Report

Section 127 — Condition (that continues to apply) of a development authorisation

Refer to PlanSA Section 7 Report attached

DEVELOPMENT ACT 1993 (repealed)
---------------------------------

Section 50(1)—Requirement to vest land in a council or the Crown to be held as open space

No

Section 50(2)—Agreement to vest land in a council or the Crown 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

SEE TITLE FOR DETAILS

Section 69—Emergency order

No

Section 71—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 to take action to prevent outbreak or spread of fire.

No

FOOD ACT 2001

Section 44—Improvement Notice

No

Section 46—Prohibition Order

No

HOUSING IMPROVEMENT ACT 1940 (repealed)

Section 23—declaration that house is undesirable or unfit for human habitation

No

Part 7 (rent control for substandard houses) — Notice or declaration

No

LAND ACQUISITION ACT 1969

Section 10 Notice of Intention to acquire

No

LOCAL GOVERNMENT ACT 1934 (repealed)

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

No

**LOCAL GOVERNMENT ACT 1999**

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

No

For charges refer to the Certificate of Rates Liabilities

**LOCAL NUISANCE AND LITTER CONTROL ACT 2016**

Section 30 – Nuisance or litter abatement notice

No

**PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016**

Section 141 – Order to Remove or Perform Work

No

Section 142 – Notice to Complete Development

No

Section 155 – Emergency Order

No

Section 157 – Fire Safety Notice

No

Section 192 or 193 Land Management Agreement

SEE TITLE FOR DETAILS

Section 198(1) – Requirements to Vest Land in a Council or the Crown to Held as Open Space

No

Section 198(2) – Agreement to Vest Land in a Council or the Crown to be held as Open Space

No

Part 16 Division 1 – Proceedings

No

Section 213 – Enforcement Notice

No

Section 214(6), 214(10) or 222 – Enforcement Order

No

**PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (repealed)**

Part 3—Notice

No

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

No

Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) regulation 19—Maintenance order (that has not been complied with)

No

**SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011**

Section 92 – Notice

No

South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval

No

**OTHER CHARGES**

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

For charges refer to the Certificate of Rates Liabilities

BUILDING INDEMNITY INSURANCE
------------------------------

## Section 7(1)(c)

Any approved building work undertaken on the property the subject of Building Indemnity Insurance.

Note—Building indemnity insurance is not required for—

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

NO

Also refer to PlanSA Section 7 Report attached.

Exemption from holding insurance:

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

No

FURTHER INFORMATION HELD BY COUNCIL
-------------------------------------

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

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

*All development approvals on council records relating to this subject land are listed under the heading "Development Act 1993" or are provided in the Plan SA Section 7 Report attached.*

---

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

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



Authorised Officer: Heidi Crossley

Date: 08/08/2024

## SALES NOTICE

The City of Salisbury has within it two significant airports. Parafield Airport is a general aviation airport that also provides for aviation training facilities which includes repeated landing and take-off flight circuit training, and the RAAF Base Edinburgh which is a significant military airfield that includes jet fighters and long range surveillance aircraft within its operations. Both airports are controlled by Federal legislation and administered by Federal Government Agencies, not Council.

The property for sale may be subject to overflight and aircraft noise from these airports, and there may also be overflights as a result of Adelaide Airport flights. Intending residents or business proprietors are advised that living or working in the vicinity of an airport may result in noise from the airport operations and flights and that individual sensitivity can vary from person to person. Intending purchasers should consider their situation and sensitivities to airplane noise.

The following information links may assist you in coming to an understanding of the suitability of the property for your situation regarding aircraft noise:

Internet Link	Organisation
<a href="https://www.parafieldairport.com.au/operations/master-planning">https://www.parafieldairport.com.au/operations/master-planning</a>	Parafield Airport - Master Plan  Document identifying future anticipated operations which Includes maps of flight paths, noise metrics and explanation of the noise forecast system.
<a href="http://www.defence.gov.au/aircraftnoise/Edinburgh/Default.asp">http://www.defence.gov.au/aircraftnoise/Edinburgh/Default.asp</a>	Department of Defence – RAAF Base Edinburgh  Informs on aircraft, flight paths, noise forecasts, aircraft fleet, and general matters.
<a href="https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx">https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx</a>	Australian Government Federal Agency  Aircraft noise and complaints information
<a href="http://aircraftnoise.com.au/">http://aircraftnoise.com.au/</a>	Airservices Australia and Australian Airports Association initiative.  Information on aircraft noise, its management, and what you can do to reduce its impact.
<a href="http://www.airservicesaustralia.com/aircraftnoise/">http://www.airservicesaustralia.com/aircraftnoise/</a>	Australian Government Airservices Australia  Information on aircraft noise, its management, upcoming operations at different airports around Australia, links to things to consider on airplane noise when purchasing a house, and Fact Sheets
<a href="http://www.airservicesaustralia.com/aircraftnoise/noise-resources/">http://www.airservicesaustralia.com/aircraftnoise/noise-resources/</a>	Australian Government Airservices Australia  Links to other relevant information and resources
<a href="http://www.airservicesaustralia.com/aircraftnoise/webtrak/">http://www.airservicesaustralia.com/aircraftnoise/webtrak/</a>	Australian Government Airservices Australia  Link to Web Trak, a web viewer for civil aircraft movements



<a href="https://www.aviationcomplaints.gov.au/">https://www.aviationcomplaints.gov.au/</a>	Australian Government  Site for aviation complaints, including military flying activities.
<a href="http://www.ano.gov.au/">http://www.ano.gov.au/</a>	Federal Aircraft Noise Ombudsman office  Investigates handling of Airservices Australia and <b>Defence's complaints, community consultation</b> processes and presentation of noise information.



## Data Extract for Section 7 search purposes

Valuation ID 4462180761

**Data Extract Date:** 08/08/2024

**Parcel ID:** C22089 F6

**Certificate Title:** CT5948/349

**Property Address:** UNIT 6 11 -13 PRION CCT MAWSON LAKES SA 5095

### Zones

Housing Diversity Neighbourhood (HDN)

### Subzones

No

### Zoning overlays

#### Overlays

#### **Airport Building Heights (Regulated) (All structures over 15 metres)**

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

#### **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.

#### **Defence Aviation Area (All structures over 90 metres)**

The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.

#### **Hazards (Flooding - General)**

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

#### **Prescribed Wells Area**

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

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

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

### **Stormwater Management**

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

### **Urban Tree Canopy**

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

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

No

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

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

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

No

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

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

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

No declared trees. Refer to Regulated and Significant Tree Overlay.

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

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

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

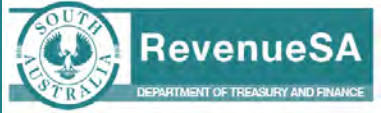
### Associated Development Authorisation Information

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

No

### Land Management Agreement (LMA)

No



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: 2594817

FIRST PAIGE FORM 1  
80 WATERHOUSE ROAD  
SOUTH PLYMPTON SA 5038

DATE OF ISSUE

08/08/2024

ENQUIRIES:

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

OWNERSHIP NUMBER		OWNERSHIP NAME		
14708579		L MARCHESAN		
PROPERTY DESCRIPTION				
6 / 11-13 PRION CCT / MAWSON LAKES SA 5095 / LT 6 C22089				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
4462180761	CT 5948/349	\$420,000.00	1.000	0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	158.25
FINANCIAL YEAR		- REMISSION	\$	97.45
2024-2025		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	0.00
		= <u>AMOUNT PAYABLE</u>	\$	110.80

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.

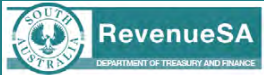
EXPIRY DATE 06/11/2024



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

14708579

OWNERSHIP NAME

L MARCHESAN

ASSESSMENT NUMBER

4462180761

AMOUNT PAYABLE

\$110.80

AGENT NUMBER

100028796

AGENT NAME

FIRST PAIGE FORM 1

EXPIRY DATE

06/11/2024

+80013211690022> +001571+ <0550458640> <0000011080> +444+

**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 OF THIS CERTIFICATE CAN ONLY BE MADE**

**Online at:**

**OR**

**By Post to:**

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

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



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: 2594817

DATE OF ISSUE

08/08/2024

FIRST PAIGE FORM 1  
80 WATERHOUSE ROAD  
SOUTH PLYMPTON SA 5038

ENQUIRIES:

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

OWNERSHIP NAME

L MARCHESAN

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

6 / 11-13 PRION CCT / MAWSON LAKES SA 5095 / LT 6 C22089

ASSESSMENT NUMBER

4462180761

TITLE REF.

(A "+" indicates multiple titles)

CT 5948/349

TAXABLE SITE VALUE

\$240,000.00

AREA

0.0158 HA

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

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

Please Note:

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

ON OR BEFORE

06/11/2024



Government of  
South Australia

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 OF THIS CERTIFICATE CAN ONLY BE MADE**

**Online at:**

**OR**

**By Post to:**

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

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



FIRST PAIGE FORM 1  
PO BOX 2209  
SOUTH PLYMPTON SA 5038  
admin@firstpaigeform1.com

# Certificate of Water and Sewer Charges & Encumbrance Information

Raised in current years to 30/6/2024

RECYCLED WATER USE CHARGE of \$3.93 should be added to the Balance Outstanding above.



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.

SA Water advises this property is currently subject to an Encumbrance as at the date of issue of this certificate.



## South Australian Water Corporation

Name:  
MS L MARCHESAN

Water & Sewer Account  
Acct. No.: 44 62180 76 1

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

Address:  
U6 11-13 PRION CCT MAWSON LAKES  
LT 6 C22089

### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	4462180761



Bill code: 8888  
Ref: 4462180761

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: 4462180761



Government of  
South Australia

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

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



Our Reference: 236804  
Account No: 4462180761  
Enquiries: Geraldine Sandercock  
Office Hours: 8:00am - 4:30pm  
Telephone: (08) 8207 1350  
Fax No: (08) 8207 1361  
Date: 15/05/2007

MR JM & MRS KE MCGUIRE  
23 CASPAR ST  
FAIRVIEW PARK SA 5126

## RECYCLED WATER ADVICE LETTER

South Australian Water Corporation has on record that the property at 11-13 PRION CCT MAWSON LAKES LT 6 C22089 is serviced by dual water supplies.

- Drinking water for the purpose of human consumption and ablution purposes.
- Recycled water for toilet flushing, external use and garden irrigation.

Regulations under the Waterworks Act require SA Water, on application, to provide a potential purchaser with a statement indicating whether the Corporation has an interest in the property.

SA Water publishes written directions in order to ensure the safe and proper operation of the waterworks and the pipes, fittings, appliances and apparatus connected to it.

Waterworks Regulation 17 (4) 'A person who installs, replaces, repairs, maintains or cleans pipes, fittings, appliances or apparatus for connection, or that are connected, to the waterworks or who connects pipes, fittings, appliances or apparatus to the waterworks must comply with the specifications, standards and procedures specified in the directions.'

The dual water supplies to the property are to be maintained as independent supplies and are subject to ongoing compliance inspections by the Corporation to ensure the safe and proper operation of the drinking water supply.

### Owners Obligation

In order to ensure the safe and proper operation of the drinking water supply you are required to notify SA Water of any plumbing alteration to either water supply, building additions or change of ownership.

If you require further information regarding this matter please contact the Retail Division of SA Water on the above telephone number.



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

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



Please refer to the Recycled Water Plumbing Guide for the installation requirements, the document may be downloaded from [www.sawater.com.au](http://www.sawater.com.au)



**Government of  
South Australia**

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

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

# Application/Statement

Strata Titles Act 1988 (Section 41)

Community Titles Act 1996 (Sections 11, 44, 51, 139)



From: First Paige Form 1

Phone (08) 297 3801

Fax

(insufficient details will cause delays).

To: The Secretary/Body Corporate Manager: Linda Marchesan

Address of Secretary/Manager: Unit 6, 11-13 Prion Circuit Mawson Lakes SA 5095

\*Strata/\*Community Corporation No. 22089

Incorporated

on behalf of the: ~~Owner~~ / ~~Mortgagee~~ / \*prospective purchaser / ~~\*prospective mortgagee~~ in regard to:

\*Unit/Lot No 6 in the above Corporation which is situated at:

Street: 11-13 Prion Circuit

Suburb: Mawson Lakes

State: SA

Postcode: 5095

and owned by Linda Marchesan (must be filled in for cross checking to ensure correct unit/lot)

I/We request that you provide the following information within 5 business days after the making of the application as required by the Act:

## PART 1 FINANCIAL DETAILS

1.1 Unit/Lot Entitlement 1400 Total of all Unit/Lot Entitlements 10000

1.2 (a) Maintenance Contributions

Amount Payable \$ Nil per paid to / /

(b) Levies Payable (Description, Amount, Due Date)

(1) Nil

(2)

Contributions \$ Nil Levies \$ Interest \$

As at / /

Total Arrears \$

N.B. Interest accrues daily at % per annum

(c) Water charges to be paid by \*Corporation / Owner

## 1.3 Liabilities of the Corporation

(a) Current liabilities incurred by the Corporation to which the unit/lot holder must or is likely to be required to contribute: (excluding 1.2)

(1) Nil \$

(2) \$

(b) Future liabilities resolved to be incurred by the Corporation to which the unit/lot holder must or is likely to be required to contribute: (excluding 1.2)

(1) Nil \$

(2) \$

## 1.4 Assets of the Corporation

Name of Fund: N/A

Where held:

(a) Sum standing to credit of fund \$

(b) Amount budgeted for known expenses \$ (see budget)

(c) Amount in Sinking Fund \$

Purpose

(d) Particulars of other assets: (common property improvements that do not appear on the strata plans)

# Application/Statement

Strata Titles Act 1988 (Section 41)

Community Titles Act 1996 (Sections 11, 44, 51, 139)



## PART 2 INSURANCE DETAILS

Insurer:

Suncorp

Property Cover \$ 67,000.00

Expiry Date 20 / 08 / 2025

Policy No HPS038600592

Public Liability \$ 20 Million

Expiry Date 20 / 08 / 2025

Policy No HPS038600592

Other Cover (e.g. Voluntary Workers, Fidelity Guarantee, Machinery Breakdown, Flood)

(1) \$ Expiry Date / / Policy No  
(2) \$ Expiry Date / / Policy No  
(3) \$ Expiry Date / / Policy No

## PART 3 Please supply a copy of each of the following: (Applicant to delete if not required)

- 3.1 ~~(a) Minutes of general meetings of the Corporation for the last two (2) years.~~  
~~(b) Minutes of management committee meetings of the Corporation for the last two (2) years.~~  
~~(c) Details of any "special resolution" or "unanimous resolution" affecting the unit/lot or common property passed during the last five (5) years (including those contained in (a) above).~~

~~Refer relevant minutes or summary sheet attached~~

~~3.2 Statement of Accounts of the Corporation last prepared.~~

3.3 ~~The Articles (for Strata) / The By-Laws (for Community Scheme)~~

3.4 Certificate of Currency of Insurance.

~~3.5 Insurance Policy(ies) currently in force by the Corporation.~~

3.6 The Development Contract [Section 51] and Particulars of the owners obligations (Community Title).

3.7 The Scheme Description [Section 11] (Community Title).

## PART 4 Please complete the following:

The Corporation's records are available for inspection at N/A

on any working day between the hours of am and pm. Contact phone

(A fee of \$8.00 will be charged)

## PART 5 Fees Payable (which must accompany this application - delete any item that does not apply)

- 5.1  
~~\*(a) For supplying Part 1 \$10.00~~  
~~\*(b) For completing and supplying items 3.1 to 3.4 inclusive \$10.00~~  
~~\*(c) For supplying item 3.5 \$16.00~~  
~~\*(d) For supplying item 3.6 (Community Title only) \$25.00~~  
~~\*(e) For supplying item 3.7 (Community Title only) \$25.00~~

Total fees payable on this application \$ 0.00

(plus GST if body corporate or manager collect GST)

8/8/2024

5.2 Date of Application: / / 20 Signed for/on behalf of the Applicant

12/8/2024

Date of Statement: / / 20 Signed for/on behalf of the Corporation

DocuSigned by:

Karen Bowers

EB60A375095B4C8...

Signed by:

Linda Marchesan

475DF2C1D9B04F0...

### Applicant - Please Note:-

1. This statement does not take into account any decisions or transactions of the Corporation at or subsequent to the issue thereof.
2. Applicants are invited to check the current status prior to settlement.
3. Please advise the Corporation the name and address of the new owner when settlement has been effected.
4. For Strata Title, this Application can also be made to any member of the Management Committee.
5. REISA recommends that a copy of the current policies of insurance taken out by the Strata Corporation is requested (refer 3.5)
6. Community By-laws (3.3), plans of division and development contract (3.6) are also available from the Registrar-General.

Orig. **LF 10289113**



**11:25 23-Aug-2005**

4 of 4

Fees: \$0.00

**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**

Prefix
<b>LF</b>
Series No.
<b>4</b>

*CP 22089*

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by:

**Hans Liedig Real**

Correction to:

**Hans Liedig Real**

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

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

Lands Title 09:24 24/08/05 177689  
REGISTRATION FEE \$101.00



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

ITEM(S)	AGENT CODE

R-G 250505

Printed by Hans Liedig on 18 Aug 2005

PICK-UP NO.	
-------------	--

CORRECTION	PASSED <i>B</i>
FILED  REGISTRAR-GENERAL 	



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PAGE 1 OF 9  
By-Laws  
Development No (361/C535/03 )

**BY-LAWS**

**COMMUNITY PLAN NO. 22089**

**at 11-13 Prion Circuit Mawson Lakes SA 5095**

Terms of Instrument not  
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PAGE 2 OF 9  
By-Laws  
Development No (361/C535/03 )

**BY-LAWS OF COMMUNITY CORPORATION NO. 22089**  
**at 11-13 Prion Circuit Mawson Lakes**

**INDEX**

1. ADMINISTRATION, MANAGEMENT AND CONTROL OF COMMON PROPERTY.. 3

2. COMMON PROPERTY..... 3

3. USE AND ENJOYMENT OF THE COMMUNITY LOTS..... 4

4. STRUCTURAL ALTERATIONS..... 4

5. INTERNAL FENCING ..... 4

6. RESIDENTS OBLIGATIONS TO MAINTAIN LOT..... 4

7. RESTRICTION ON SHORT TERM LEASES..... 5

8. DISTURBANCE ..... 5

9. INSURANCE BY THE COMUNITY CORPORATION ..... 6

10. BUILDING INSURANCE..... 6

11. PUBLIC LIABILITY INSURANCE..... 6

12. PETS ..... 6

13. DISPLAY OF ADVERTISEMENTS ..... 7

14. NOTIFICATION ..... 7

15. OFFENCE ..... 7

16. COMMUNITY CORPORATION’S RIGHT TO RECOVER MONEY ..... 7

17. DEFINITIONS ..... 8

Attachments

Copy of Encumbrance No 9620656

Terms of Instrument not  
not checked by Land Titles Office

PAGE 3 OF 9  
By-Laws  
Development No (361/C535/03 )

## **BY-LAWS OF COMMUNITY CORPORATION NO. 22089 at 11-13 Prion Circuit Mawson Lakes**

The terms of these By-laws are binding on the Community Corporation, the owners and residents of the Community Lots comprising the scheme and persons entering the community parcel.

These By-Laws relate to the control and preservation of the essence or theme of the Community Corporation and may only be revoked or amended by unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act (regulations)

### **1. ADMINISTRATION, MANAGEMENT AND CONTROL OF COMMON PROPERTY**

- 1.1. The Community Corporation is responsible for the administration, management and control of the Common Property.

### **2. COMMON PROPERTY**

- 2.1. The Common Property comprises any service infrastructure which services more than one Community Lot and any land delineated on the Community Plan as Common Property.
- 2.2. The Community Corporation is responsible for the control, management and use of the Common Property.
- 2.3. The Common Property:-
  - 2.3.1. Is (as regards the service infrastructure) subject to the act and these By-laws, for the common use and enjoyment of residents and their visitors;
  - 2.3.2. the land designated Common Property on the Community Plan shall be used for the placement of water manifolds and meters only ;
  - 2.3.3. access to the land designated Common Property on the Community Plan is restricted to:-
    - 2.3.3.1. owners and residents of a Community Lot and then only for the purpose of reading their own water meter(s) and or controlling the flow of water to their particular Community Lot; and

Terms of Instrument not  
not checked by Land Titles Office

PAGE 4 OF 9  
By-Laws  
Development No (361/C535/03 )

2.3.3.2. such other person or persons who have the sole purpose of reading, maintaining, repairing or replacing the water meters and manifolds situated on the Common Property.

- 2.4. A resident must give notice to the Community Corporation of any damage to or defect in the Common Property immediately they become aware of any such damage or defect.
- 2.5. Any development on the common property owned by the Community Corporation must be approved by the Encumbrancee (Encumbrance No 9620656 a copy of which is attached hereto) as if the common property were subject to the encumbrance over the community lots in the community division.
- 2.6. Development of any dwelling , storage shed or carport on the common property is prohibited.
- 2.7. By-laws 2.5 and 2.6 cannot be altered by the Community Corporation without the prior written consent of the Encumbrancee.

**3. USE AND ENJOYMENT OF THE COMMUNITY LOTS**

- 3.1. A resident may use a Community Lot for residential purposes and for other purposes that are normally incidental or ancillary to the use of the land for residential purposes but must not use a Community Lot for any other purpose unless the use has been approved by the Community Corporation.

**4. STRUCTURAL ALTERATIONS**

- 4.1. A resident must not make a structural addition or alteration to a Community Lot or carry out other building works on a lot without the approval of the Community Corporation unless such structural addition is made pursuant to the plans and specifications approved depicted and described in Development No 361/3770/204/MA.

**5. INTERNAL FENCING**

- 5.1. The Fences Act 1975 (as amended) applies as between the owners of adjoining Community Lots.

**6. RESIDENTS OBLIGATIONS TO MAINTAIN LOT**

- 6.1. The resident of a Community Lot must keep the lot in a clean and

Terms of Instrument not  
not checked by Land Titles Office

PAGE 5 OF 9  
By-Laws  
Development No (361/C535/03 )

tidy condition.

6.2. The resident of a Community Lot must properly maintain all gardens, lawns and trees in or upon the lot.

6.3. Rubbish

6.3.1. The residents of a Community Lot must:-

6.3.1.1. Store rubbish in an appropriate container that prevents the escape of unpleasant odours; and

6.3.1.2. Comply with the requirements of the local Council for the disposal of rubbish

6.4. A resident of a Community Lot must not:-

6.4.1. introduce, bring or accept any objects or materials upon the Community Lot which are likely to cause justified offence to the other residents of the Community Corporation

6.4.2. use or store on the Community Lot any explosives, noxious or other dangerous substances without the consent of the community

## **7. RESTRICTION ON SHORT TERM LEASES**

7.1. A resident of a Community Lot must not, without the consent of the Community Corporation, lease, or grant a right of occupation, in respect of the lot for valuable consideration for a period of less than 2 months.

## **8. DISTURBANCE**

8.1. A resident of a Community Lot must not engage in conduct that unreasonably disturbs the resident of another Community Lot

8.2. A resident of a Community Lot must not create any noise or undertake any activity which is likely to interfere with the peaceful enjoyment of another Community Lot or any other person lawfully using the Common Property.

8.3. In particular a resident of a Community Lot must ensure that the noise emitted from the Community Lot, or any area adjacent to the Community Lot where guests or invitees of the resident are gathered ,

Terms of Instrument not  
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PAGE 6 OF 9  
By-Laws  
Development No (361/C535/03 )

for a party or other social occasion, is kept at a level so as not to disturb the residents of another Community Lot between the hours of midnight and 7am on the next morning.

**9. INSURANCE BY THE COMUNITY CORPORATION**

9.1. The Community Corporation shall effect such insurance as is required by the Act but shall not be responsible for insuring buildings and other improvements on individual lots.

9.2. Residents of a Community Lot must not, except with the approval of the Community Corporation do anything which might:-

9.2.1. void or prejudice insurance effected by the Community Corporation; or

9.2.2. increase any insurance premium payable by the Community Corporation

**10. BUILDING INSURANCE**

10.1. The owner of each Community Lot shall insure all buildings and other improvements on the lot. The insurance must be against the risks a normally prudent person would insure against and:-

10.1.1. must be for the full cost of replacing the buildings or improvements with new materials; and

10.1.2. must cover incidental costs such as demolition, site clearance and architects fees;

10.2. The owner of each community lot must (from time to time if and when requested by the Community Corporation) provide the Community Corporation evidence of a current policy of insurance effected by the owner in terms of this By-law.

**11. PUBLIC LIABILITY INSURANCE**

11.1. The owner of each Community Lot shall effect and keep current in respect of their community lot a Public risk Policy in a sum not less than the amount prescribed by law and must (from time to time if and when requested by the Community Corporation) provide the Community Corporation evidence of a current policy of insurance effected by the owner in terms of this By-law.

**12. PETS**

Terms of Instrument not  
not checked by Land Titles Office

PAGE 7 OF 9  
By-Laws  
Development No (361/C535/03 )

- 12.1. The resident of a Community lot must not without the consent of the Community Corporation keep more than one pet on a Community Lot.
- 12.2. The resident of a Community lot must not without the consent of the Community Corporation keep a pet weighing more than 15 kilograms on the Community Lot or any part of the Common Property, unless
  - 12.2.1. The resident is a person who suffers from a disability, then in that event, the resident suffering the disability may keep a dog trained to assist in respect of that disability

### **13. DISPLAY OF ADVERTISEMENTS**

- 13.1. A resident must not display any sign, advertisement , placard or banner on a Community Lot or the Common Property without the approval of the Community Corporation.
- 13.2. However this By-law does not prevent a sign or an advertisement associated with the sale or letting of the Community Lot.

### **14. NOTIFICATION**

- 14.1. The owner of a Community Lot must notify the Community Corporation of any change in the Community Lot or any change of the address of the owner.

### **15. OFFENCE**

- 15.1. person who contravenes or fails to comply with a provision of these By-laws is guilty of an offence.
- 15.2. The maximum penalty for an offence is the amount set under part 5 of the Act at the time the contravention or failure to comply referred to above took place
- 15.3. Any penalty imposed by the Community Corporation is payable within 2 months of the date of service of the notice of penalty or such extended time as granted by the Community Corporation.

### **16. COMMUNITY CORPORATION'S RIGHT TO RECOVER MONEY**

- 16.1. The Community Corporation may recover any monies owing to it under these By-laws as a debt
- 16.2. A resident must pay or re-imburse the Community Corporation on

demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-laws in relation to the proprietor or occupier.

- 16.3. The costs, charges and expenses recoverable by the Community Corporation shall include without limitation those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events,
- 16.4. The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation at the rate of 2% per annum above the rate quoted by the Community Corporations Bankers (or if the Community Corporation does not have a bank account then the Community Corporation at its absolute and unfettered discretion may choose any one of the three largest banks operating in Australia at the time) on overdraft accommodation less than \$100,000 , calculated on daily balances commencing from the day that monies becomes due for payment.

## 17. DEFINITIONS

In these By-laws:-

- 17.1. "**Act**" means the "*Community titles Act 1996*" as amended.
- 17.2. "**Community Corporation**" means the Community Corporation created by the deposit of the Plan of Community Division in respect of which these By-laws were lodged.
- 17.3. "**Community Lot**" means a Community Lot created by Plan of Community Division referred to above.
- 17.4. "**Resident**" means and includes the owners and /or occupiers of a Community Lot
- 17.5. "**Community Plan**" means a plan that divides land into lots and common property;
- 17.6. "**Service Infrastructure**" means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which the Community Lots are provided with the following services
  - 17.6.1. water reticulation or supply; or



Terms of Instrument not  
not checked by Land Titles Office

PAGE 9 OF 9  
By-Laws  
Development No (361/C535/03 )

- 17.6.2. gas reticulation or supply; or
- 17.6.3. electricity supply; or
- 17.6.4. heating oil; or
- 17.6.5. air conditioning or ventilation; or
- 17.6.6. a telephone service; or
- 17.6.7. a radio service; or
- 17.6.8. a computer data or television service; or
- 17.6.9. sewer systems; or
- 17.6.10. drainage; or
- 17.6.11. systems for the removal or disposal of garbage or waste; or
- 17.6.12. other systems or services designed to improve the amenity,  
or enhance the enjoyment, of the lots or common property;

Form M2

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

The whole of the land in CT Volume 5862 Folio 114

Revenue SA -- Stamp Duty  
ABN 19 040 349 865**ESTATE AND INTEREST**

Estate in fee simple

**ENCUMBRANCES**

Nil

RevNetID	100298893
Consid/Val/Sec\$	0.10
SA Proportion \$	0.00
Stamp Duty \$	0.00
LTO Fees \$	90.50
Interest \$	0.00
Pen/Add Tax \$	0.00
Date	24/06/2003

**ENCUMBRANCER (Full Name and Address)**HOT PROPERTY GROUP PTY LTD ACN 095 670 303  
of PO Box 1144, Golden Grove Village, Golden Grove 5125Original with 0 Copies  
----- End of Receipt -----

(Note: In this Instrument the expression "the Owner" includes the Encumbrancer and each successive registered proprietor of the land comprised in the Certificate of Title being encumbered.)

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

LAND MANAGEMENT CORPORATION of Level 8, Riverside Centre, North Terrace, Adelaide 5000

**OPERATIVE CLAUSE**

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

(a) Insert the amount of the annuity or rent charge (a) TEN CENTS (10¢)

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime" (b) TO BE PAID TO THE ENCUMBRANCEE IN PERPETUITY

(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

Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent:

- that the Encumbrancee will hold the annuity in fee simple to secure the compliance by the Owner with the covenants contained in this instrument; and
- that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all of the covenants.

**THE DEVELOPMENT ZONE**

"the Development Zone" means the area of land marked "A" in the plan deposited in the General Registry Office Numbered GP 420 of 2002.

THIS IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone (as defined on the front page of this instrument) as follows to the intent:

that the covenants in this instrument will run with and bind the land; and

that the benefit of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.

**1. Not to be used other than as a dwelling, except with approval**

The land must not be used for any purpose other than a residential dwelling except with the prior written approval of the Encumbrancee:

**2. No building without Encumbrancee's approval**

2.1. The Owner must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee -

2.1.1. erect a building or structure;

2.1.2. carry out any siteworks;

2.1.3. erect a fence or wall;

2.1.4. erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial, either freestanding or fixed to any other building or structure; or

2.1.5. erect or place any external floodlights or spotlights.

2.2. The Owner must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.

**3. Encumbrance Building and Development Requirements**

The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 2. But a refusal or a condition cannot be deemed unreasonable if -

3.1. the proposal as submitted is contrary to any provision in the Encumbrance Building and Development Requirements; or

3.2. a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the land is situated or upon any part of that locality.

**4. Special dwelling features**

4.1. The Owner must not erect (or cause, suffer or permit the erection of) a dwelling on the land unless the dwelling includes the following features (and complies with any requirements in the Encumbrance Building and Development Requirements relating to any of the features):-

4.1.1. a dual water reticulation system;

4.1.2. a common service trench;

4.1.3. a common utility box;

4.1.4. siting, design and construction of the dwelling to make best use of solar energy;

4.1.5. insulation of ceilings and external walls in accordance with specified standards;

4.1.6. a computerised home management system; and

4.1.7. pre-wiring of the dwelling to facilitate the installation of the home management system and computer equipment.

- 4.2. The Owner must not submit dwelling plans and specifications to the Encumbrancee for approval, unless the plans and specifications are accompanied by sufficient information to satisfy the Encumbrancee that the requirements of clause 4.1 will be met.
- 4.3. The Owner must not occupy a dwelling on the land (or cause, suffer or permit the dwelling to be occupied) until the Encumbrancee has been provided with a certificate from the Owner, or from a licensed builder or independent certifier engaged by the Owner, stating that the dwelling has been completed in accordance with the requirements of clause 4.1 and the information submitted under clause 4.2.

**4.4. Definitions**

In this clause -

- 4.4.1. "dual water reticulation system" means a system which distributes separate reticulated supplies of potable mains water and non-potable recycled water from the boundary of the land to the dwelling and its curtilage;
- 4.4.2. "common service trench" means a trench carrying all service connections (for example, electricity, gas, telecommunications and water) from the front boundary of the land to the dwelling;
- 4.4.3. "common utility box" means a box affixed or built in to the wall of a dwelling, suitable for containing equipment for the metering of all services supplied to the land (for example, electricity, gas, telecommunications, mains water); and
- 4.4.4. "computerised home management system" means a computerised system for the management, measuring and controlling of such services and systems as may be nominated in writing by the Encumbrancee from time to time.

**5. No land division without Encumbrancee's approval**

The Owner must not divide the land except with the prior written approval of the Encumbrancee.

**6. Planning and zoning laws**

- 6.1. The land must not be used or developed except in accordance with -
- 6.1.1. any laws relating to planning or zoning from time to time in force; and
- 6.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- 6.2. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council will grants its approval. The Owner acknowledges that the Owner will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

**7. No delay**

The Owner -

- 7.1. must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2; and
- 7.2. must not permit the commencement of the construction of a dwelling on the land to be delayed beyond February 2004 (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).

**8. Option to buy back**

If the construction of a dwelling approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 7.2 (or such further time as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 8.1. The Encumbrancee may request the Owner to transfer the land to the Encumbrancee or its nominee. The request may be made at any time after the expiry of the time limit, unless by that time the construction of a dwelling has commenced.

- 8.2. The Encumbrancee may, in its sole discretion, determine a price for the transfer of the land (being not less than the gross sale price of the land to the Owner less 10%).
- 8.3. The Owner must, within one calendar month after the date of a request under clause 8.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 8.4. The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 8.5. Rates, taxes and all other outgoings relating to of the land will be adjusted to the date of settlement of the transfer. All costs associated with the transfer will be borne by the Encumbrancee or its nominee.
- 8.6. The price fixed by the Encumbrancee will be payable to the Owner on settlement.

**9. No sale or lease before building is completed**

- 9.1. Subject to this clause and to clause 15, the Owner must not lease or transfer the land unless a dwelling, approved by the Encumbrancee under clause 2.1, has been completed upon the land.
- 9.2. If a dwelling, approved by the Encumbrancee under clause 2.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-
  - 9.2.1. The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrance, for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2.
  - 9.2.2. The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.
  - 9.2.3. If the offer is accepted then -
    - the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
    - settlement will be effected within one calendar month from the date of acceptance;
    - the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;
    - rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
    - all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
    - the price fixed by the Encumbrancee will be payable on settlement.
  - 9.2.4. Until the expiry of the period stated in clause 9.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally declines the offer).
  - 9.2.5. This clause does not prevent a transfer of the land, upon the death of the Owner, to a person entitled to land under the will or upon the intestacy of the Owner.
- 9.3. If a dwelling approved by the Encumbrancee under clause 2.1 has not been completed on the land and the Owner causes or permits the land to be advertised for sale without first complying with clause 9.2, then the following provisions will apply:-
  - 9.3.1. The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2 on the same terms and conditions as set out in clause 9.2.
  - 9.3.2. The option must be exercised by notice in writing served on the Owner within one calendar month of the date on which the Encumbrancee becomes aware that the land has been advertised for sale. (A certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date).
  - 9.3.3. Settlement must be effected within two calendar months of the exercise of the option.

**10. Maintenance of landscaping, paving and parking areas**

- 10.1. The Owner must not allow the maintenance of the landscaping, paving and car parking areas on the land to fall below a standard that is acceptable to the Encumbrancee.
- 10.2. The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.

**11. Notice to rectify breach**

- 11.1. The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter the land at any time, (after giving at least 24 hours notice to the Owner), for the purpose of inspecting the land to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.
- 11.2. If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clauses 1, 2, 4, 5 or 10; and
- 11.3. the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then
- 11.4. the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 11.5. the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

**12. Acknowledgment of building scheme**

The Owner acknowledges for the Owner and the Owner's successors in title -

- 12.1. that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
- 12.2. that the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

**13. Waiver**

- 13.1. The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-
- 13.1.1. any of the foregoing covenants; or
- 13.1.2. any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
- 13.1.3. any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).
- 13.2. A modification, waiver or release under clause 13.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 13.1.1 or 13.1.2.

**14. Release of Owner upon sale**

Once a dwelling has been completed on the land in accordance with the terms of the approval required under clause 2.1, the following provisions will apply -

- 14.1. The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 14.2. Subject to clause 14.3, each successive registered proprietor of the land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the land to another person.
- 14.3. Despite a transfer as referred to in clause 14.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

**15. Sunset clause**

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any land in the Development Zone) will cease from whichever of the following dates occurs first:-

- 15.1. a date ten (10) years after the practical completion of an approved dwelling upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no dwelling is permitted to be erected); or
- 15.2. the 1st day of January 2015.

**16. Service of notices**

16.1. A notice may be served on the Owner either:

- 16.1.1. by posting the notice in a prepaid envelope to the last known address of the Owner; or
- 16.1.2. if a dwelling has been erected on the land, by leaving the notice at or attached to the dwelling.

16.2. A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.

16.3. A notice served by post is deemed to have been served two (2) business days after posting.

**17. Interpretation**

17.1. In this instrument:-

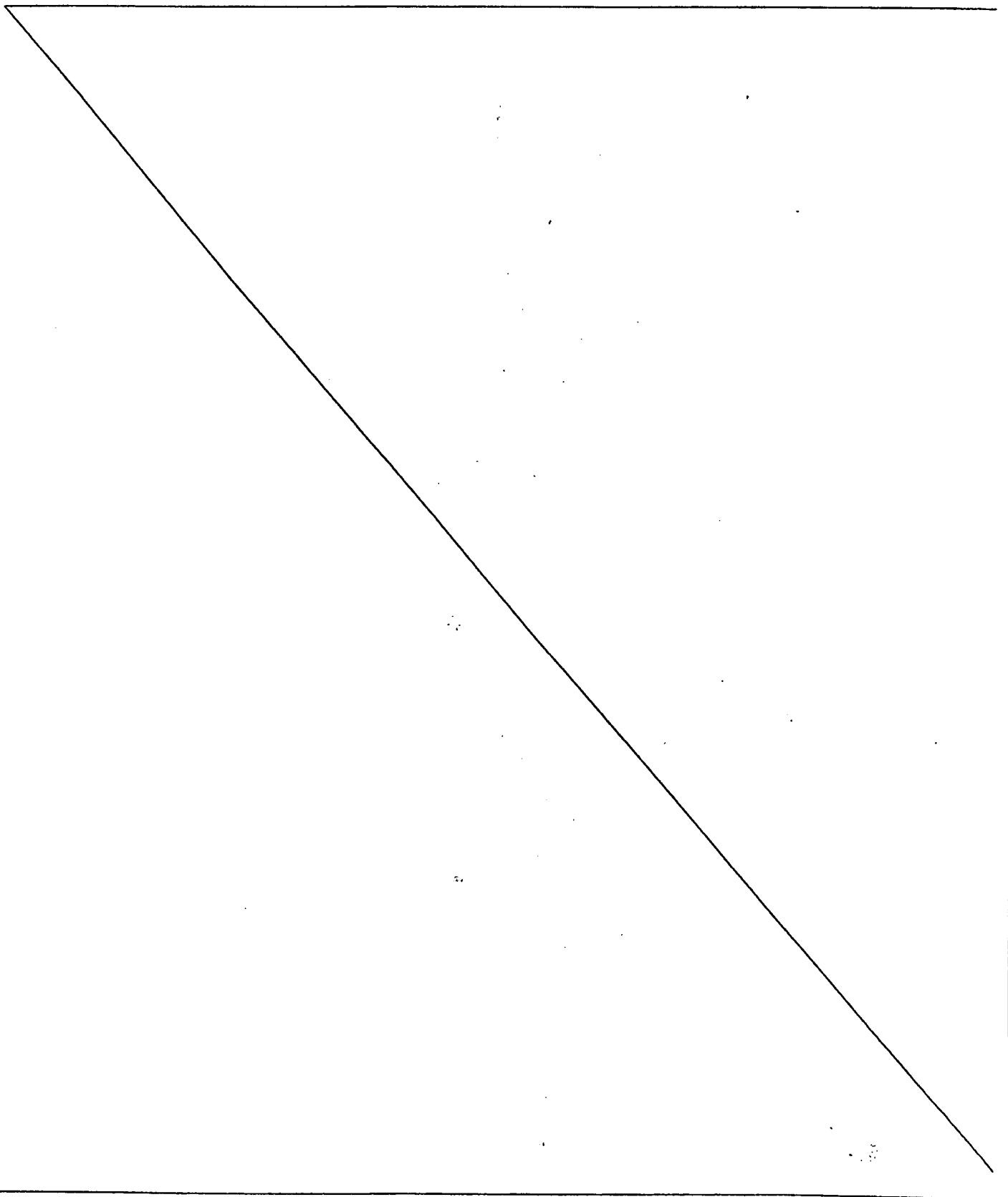
- 17.1.1. a reference to any gender includes all genders;
- 17.1.2. the singular includes the plural and vice versa;
- 17.1.3. a reference to a person includes a body corporate and vice versa;
- 17.1.4. a reference to a party includes the heirs, executors, successors or assigns of that party;
- 17.1.5. "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);
- 17.1.6. "the Development Zone" means the Development Zone as defined on the front page of this instrument;
- 17.1.7. "the land" means the land subject to this instrument and includes any part of the land;
- 17.1.8. "Encumbrance Building and Development Requirements" means the Encumbrance Building and Development Requirements for Mawson Lakes (including precincts within Mawson Lakes) published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;
- 17.1.9. "Council" means the local government body for the area in which the land is situated;
- 17.1.10. the construction of a dwelling on the land will not be deemed to have commenced until footings for the dwelling have been completed in accordance with an approval given by the Encumbrancee under clause 2.1;
- 17.1.11. a reference to the completion of a building or similar expression used in this Encumbrance means the Stage where:-
  - the building work is complete except for minor omissions and minor defects:-
    - (i) which do not prevent the building from being reasonably capable of being used for its intended purposes; and
    - (ii) rectification of which will not prejudice the convenient use of the building; and
  - all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

17.2. Nothing in this instrument prejudices:-

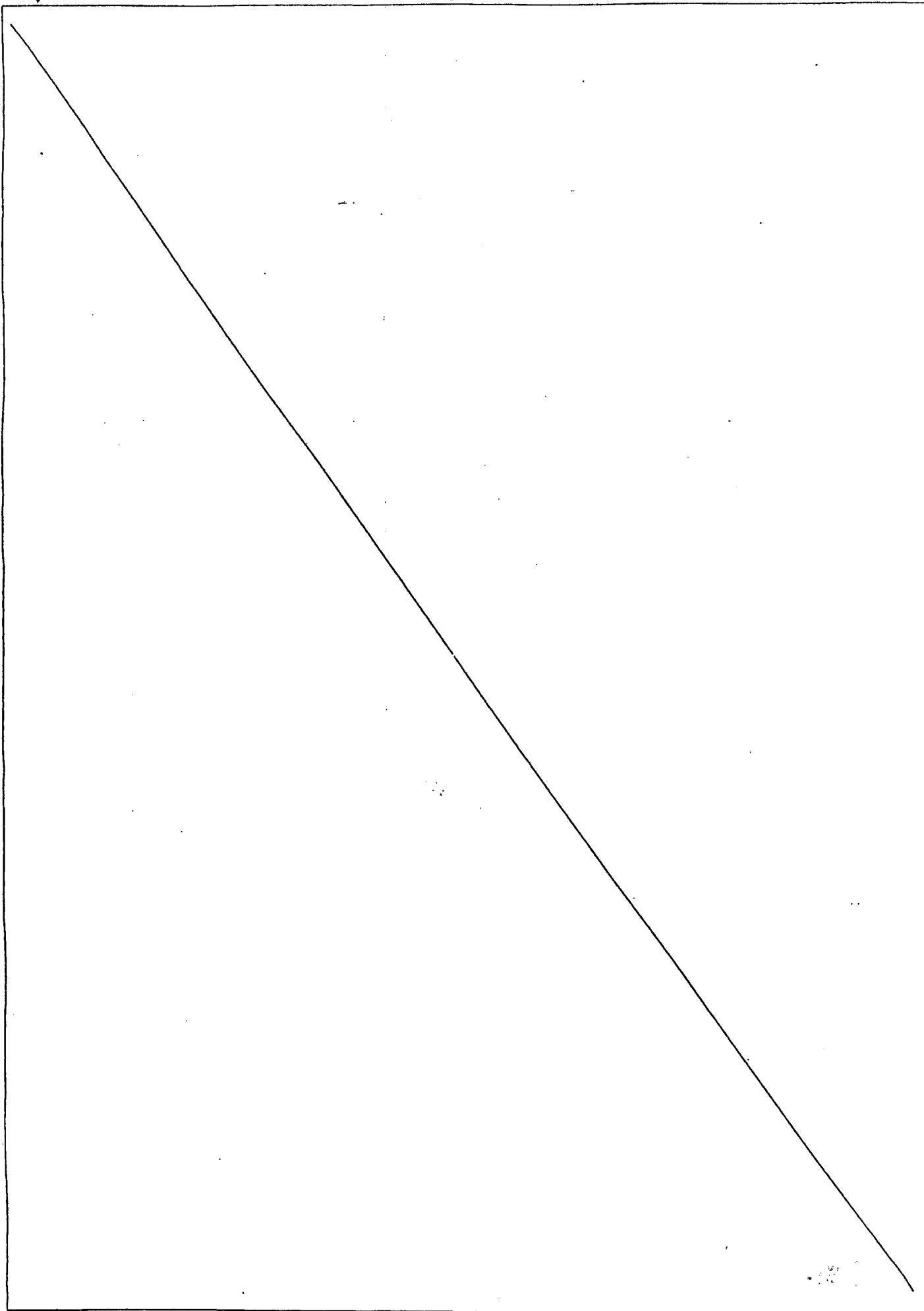
17.2.1. the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or

17.2.2. the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

17.3. The burden of proving compliance with the covenants in this instrument lies on the Owner.







DATED THE

23rd

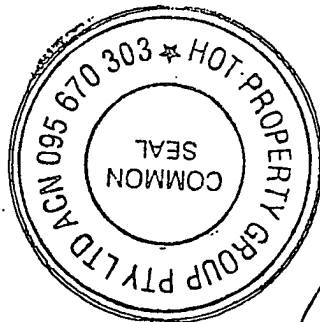
DAY OF

June

2003

EXECUTION

THE COMMON SEAL of  
HOT PROPERTY GROUP PTY LTD )  
was affixed in the presence of: )



*[Signature]*  
Sole Director / Sole Secretary

Director/Secretary

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

E 9620656



12:26 24-Jun-2003

Single Copy Only 2 of 3 Fees: \$0.00

ANNEXURE: 7  
COPY RECEIVED:  
DATE:  
NO. OF PAGES: 9

Series No.	Prefix
2	E

**SINGLE COPY ONLY**

**BELOW THIS LINE FOR OFFICE USE ONLY**

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

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**MEMORANDUM OF ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR GENERAL

**BELOW THIS LINE FOR AGENT USE ONLY**

<p>CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886</p> <p><i>[Signature]</i> Solicitor J. COOPER</p>
---

Lodged by: *G. C. MORTIMER* AGENT CODE *GC M*

Correction to: LYNCH MEYER MSLM

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

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

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

CORRECTION

PASSED

REGISTERED

= 8 JUL 2003

*[Signature]* pro



REGISTRAR-GENERAL

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

ITEM(S)	AGENT CODE

Orig. **LF 10289112****11:25 23-Aug-2005**

3 of 4

Fees: \$0.00

**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**

Prefix
<b>LF</b>
Series No.
<b>3</b>

*CP 22089*

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by:

**Hans Liedig      Real**

Correction to:

**Hans Liedig      Real**

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

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


Lands Titles Registration Fee \$101.00  
11/11 09:23 24/08/05 172689

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

ITEM(S)	AGENT CODE

R-G 250505

PICK-UP NO.	
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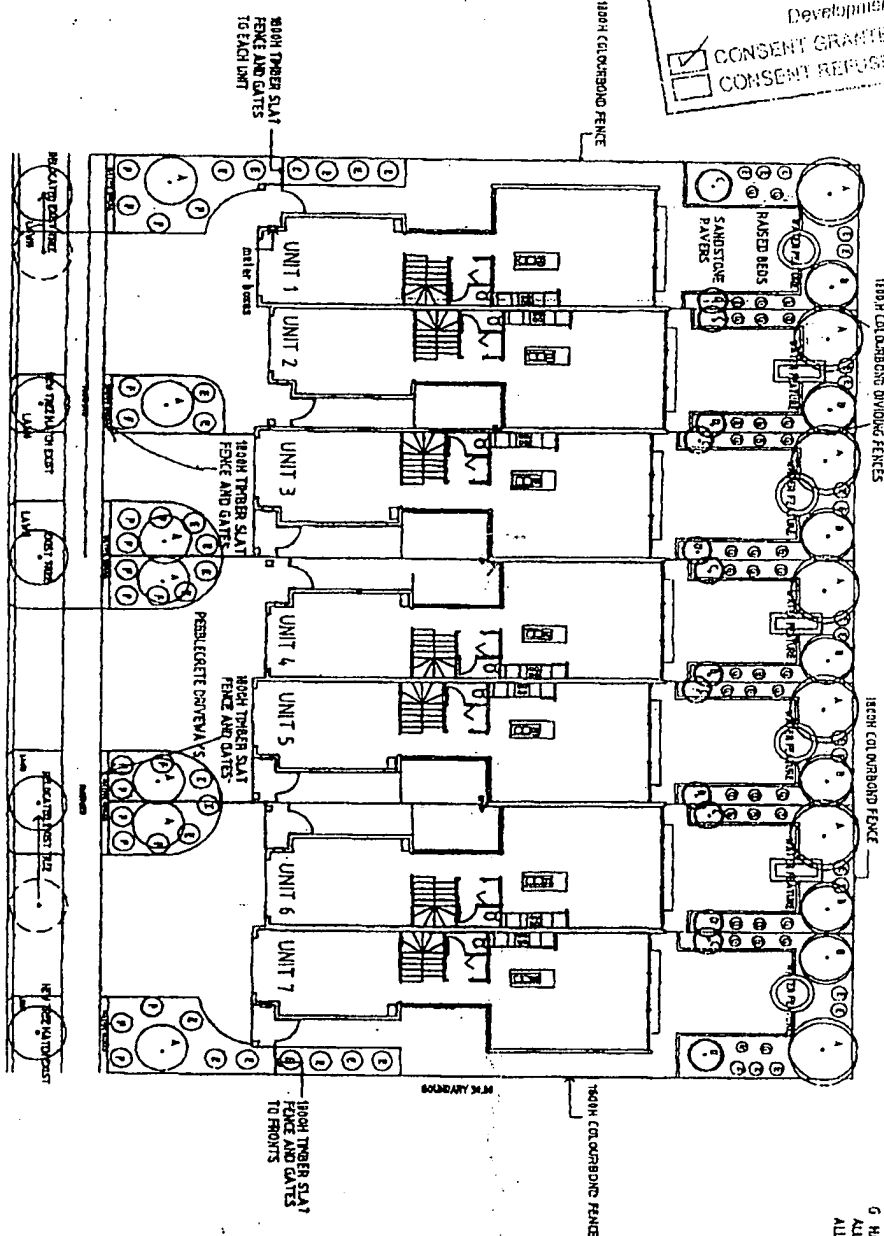
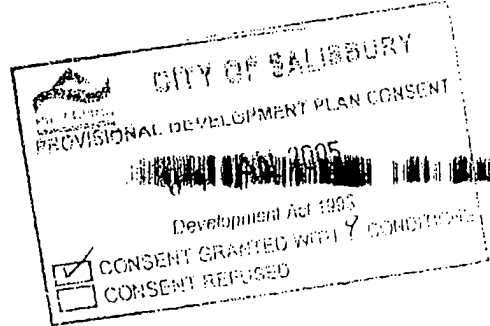
CORRECTION	PASSED <i>B</i>
FILED  REGISTRAR-GENERAL SOUTH AUSTRALIA	

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BY THE LAND TITLES OFFICE

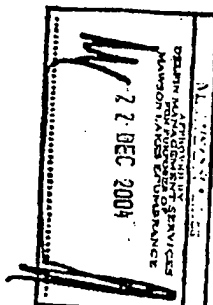
Page 17 of 17

Development Contract  
Development No 361/C535/03

# Annexure "C" Landscape Plan Community Plan No 22089



- LANDSCAPE LEGEND
- A. HEDERA ALBA
  - B. SPARGA
  - C. EUPHORBIA HYDROLATA
  - D. GREVILLEA LAEVIGOLATA
  - E. CORREA REFLEXA TALL FORM
  - F. FLAVIDS
  - G. HARBERTERIA VIRALICA
- ALL COURTYARDS AND PATIOS SANDSTONE PAVERS  
ALL DRIVEWAYS PESSELGATE



LANDSCAPE PLAN 1:200

PLANNING ONLY

PROPOSED  
UNIT DEVELOPMENT  
FOR THE HOT PROPERTY GROUP  
AT LOT 277 PRION CIRCUIT  
MANSION LAKES

## LANDSCAPE PLAN

COPYRIGHT OF THIS DRAWING IS VESTED IN RAVEN  
ALL LEVELS AND DIMENSIONS MUST BE VERIFIED ON SITE  
REPORT ANY DISCREPANCIES BEFORE PROCEEDING  
THIS DRAWING IS TO BE READ IN CONJUNCTION  
WITH THE SPECIFICATION AND CONTRACT DRAWINGS.

RAVEN  
18 BROADWAY ROAD  
HIGHLAND PARK QLD 4009  
TEL: 08 836 5347  
FAX: 08 836 4377  
EMAIL: raven@ravengroup.com.au

JOB NO  
538  
DRAWING NO  
P-06

# COMMUNITY TITLES ACT 1996

## DEVELOPMENT CONTRACT

### COMMUNITY PLAN NO. 22089

#### INDEX

The Development Contract	Page 2 item 1
The Land	Page 2 item 2
The Development	Page 2 item 3
Developers obligations as regards the Community Lots and Common Property	Page 2 Item 4
Developers undertakings	Page 3 item 5
Access to the Common Property and Community lots	Page 3 item 6
Timing of development work	Page 3 item 7
Estimated time for completion	Page 3 item 8
Obligations of the Community Corporation and individual Lot owners	Page 4 item 9
Staging of Development	Page 4 item 10
Development Authorisations	Page 4 item 11
Other information required by the Regulations	Page 4 item 12
Definitions and Interpretations	Page 4 item 13
Copy of Community Plan <b>Annexure "A"</b>	Page 6
Copy of Development Approval <b>Annexure "B"</b>	Page 7
Copy of Landscape Plan <b>Annexure "C"</b>	Page 17

**COMMUNITY TITLES ACT, 1996****DEVELOPMENT CONTRACT****1 The Development Contract**

- 1.1. This contract contains details of a community scheme which is proposed to be developed on the land herein described;
- 1.2. This contract should not be considered on its own, but in conjunction with the results of searches and enquiries made in respect of the community scheme in particular the By-Laws and the Scheme Description. Further particulars concerning details of the community scheme are available from the City of Salisbury (see Development Application No 361/C535/03)
- 1.3. The terms of this Development Contract are binding on the Developer and any subsequent purchaser or occupier or a community lot. In addition the Developer covenants with the owners and subsequent owners of the community lots jointly and each of them severally to develop the land herein described in accordance with the development approval.

**2 The Land**

- 2.1. The whole of the land comprised in Certificates of Title Register Book Volume 5862 Folio 114;

**3 The Development**

- 3.1. The development comprises the community lots and common property lots (the Common Property) described and delineated in Community Plan No 22089 . a copy of which community plan is attached hereto and marked Annexure "A" .

**4 Developers obligations as regards the Community Lots and Common Property**

- 4.1. The Developer shall:-
  - 4.1.1 complete the construction of a 2 storey town house with garage (hereinafter referred to as "the buildings") on each of the Community Lots in accordance with Provisional Development Approval No 361/37709/2004/MA a copy of which approval is attached hereto and marked Annexure "B"
  - 4.1.2 landscape the front of each of the community lots and the common property in accordance with the scheme description and in accordance with the landscape plan attached hereto and marked Annexure "C" .
  - 4.1.3 complete all perimeter and internal fencing in accordance with the Provisional Development Approval ;
  - 4.1.4 ensure that all fencing, landscaping and the buildings and any other structures erected on the community lots or the on the common property comply with the Mawson Lakes Encumbrance registered

against the land in favour of Land Management Corporation and numbered 9620657.

- 4.2. The standard of the work to be performed by the Developer shall be in accordance with the scheme description (see clause 4 of the scheme description)
- 4.3. The position, design and a pictorial representation and dimensions of the buildings to be erected by the Developer are depicted in Annexure "B"
- 4.4. The Developer will use the following materials:-
  - 4.4.1 External walls clad with Rapid Wall or Harditex or a combination thereof;
  - 4.4.2 Roof clad with colorbond iron;
  - 4.4.3 internal walls and ceilings to be plasterboard or plaster;

## **5 Developers undertakings**

- 5.1.1 The Developer undertakes to repair, or to pay the costs to repair, as soon as reasonably possible, any damage caused by the Developer, his agents, contractors and employees to the common property or to a community lot or to any improvements thereon;
- 5.1.2 The Developer undertakes to exercise care and consideration to ensure that other proprietors of community lots do not suffer any unreasonable interference or lack of enjoyment of the community lots and Common property during the completion of the Developer's obligations under this contract.

## **6 Access to the Common Property and Community Lots**

- 6.1. The Developer will obtain access to the Common Property and Community Lots from Prion Circuit and from the undeveloped Community Lots.

## **7 Timing of development work**

- 7.1. The hours during which work will be undertaken on the scheme will be between 7:00 a.m. and 7:00 p.m. Monday to Saturday and between the hours of 9am and 5:30 p.m. on Sundays and public holidays. In the event that urgent or essential work is required to be carried out at times other than set out in this clause the Developer shall request the approval of the other lot owners which approval must not be capriciously withheld.

## **8 Estimated time for completion**

- 8.1. The developer shall use his best endeavours to complete the works mentioned in clause 4.1 above within 12 months of the date of the deposit of the plan of community division in the Lands Titles Office by the Registrar General.

## **9 Obligations of the Community Corporation and individual lot owners**



9.1. The Community Corporation and individual lot owners shall allow the Developer, his agents, contractors and employees

9.1.1 access as required during the course of construction, repairs and or maintenance to complete such construction, repairs and or maintenance; and

9.1.2 to erect the necessary signs, fencing and anything else required under any statutory obligation or any obligation herein contained to enable the developer to complete the developer's obligations under this development contract.

## 10 Staging of Development

10.1. The development is not a staged development.

## 11 Development Authorisations

11.1. Development authorisation has been received for the Community Scheme.

## 12 Other information required by the Regulations

12.1. No other information is required by the regulations under the Act.

## 13 Definitions and Interpretations

13.1. The Act" means the Community Titles Act 1996 as amended;

13.2. "Community Plan" means a plan that divides land into lots and common property the community plan referred to herein is Community Plan No 22089;

13.3. "Community Lot" or "Lot" means a lot created by division under the act;

13.4. "Common Property" means the common property designated in the plan of community division;

13.5. "Community Parcel" means the land divided by a community plan but does not include a street , road , thoroughfare, reserve or other similar open space vested in a council or prescribed authority or that has reverted to the Crown;

13.6. "Person" means any person , persons , corporation or corporations.

13.7. "The Developer" means the person who was the registered proprietor of the land comprising the community parcel immediately before the community plan was deposited in the Land Titles Registration Office;

13.8. "Lot Owner" or "Owner" means the person who becomes the registered proprietor of a community lot as a result of purchasing the community lot from the Developer;

13.9. "Provisional Development Approval" means an approval granted under the Development Act 1993 bearing the number No 361/37709/2004/MA and dated

TERMS OF INSTRUMENT NOT CHECKED  
BY THE LAND TITLES OFFICE

Page 5 of 17

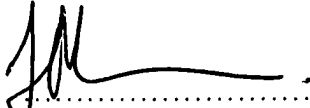
Development Contract  
Development No 361/C535/03

the 4<sup>th</sup> day of July 2005 a copy of which is attached hereto and marked Annexure  
"B";

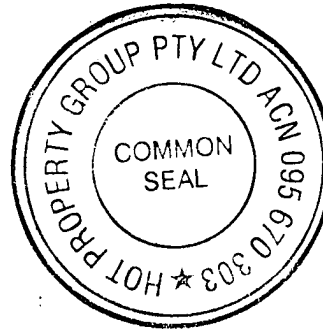
- 13.10. "Scheme" or "Community Scheme" means the scheme for the division ,  
development and administration of the land set out in the scheme description,  
plan of community division, by laws and this development contract.

Dated this 23<sup>rd</sup> day of August 2005

Executed by the Developer  
The Common Seal of  
Hot Property Group Pty. Ltd.  
was hereto affixed  
in the presence of

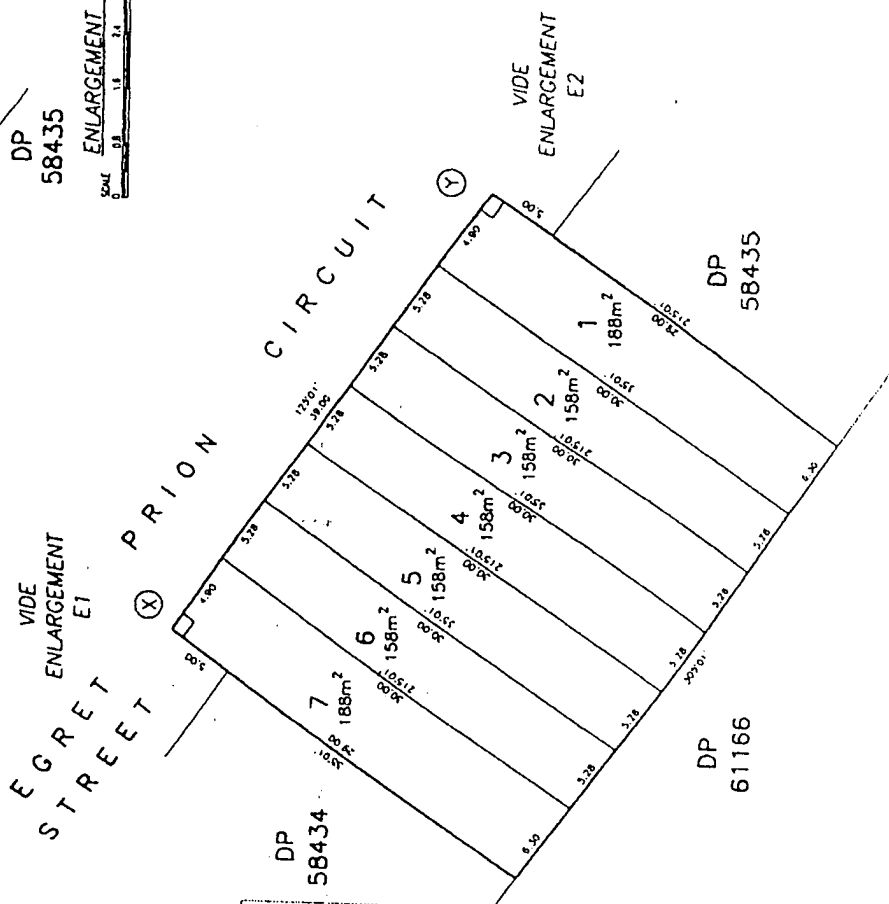
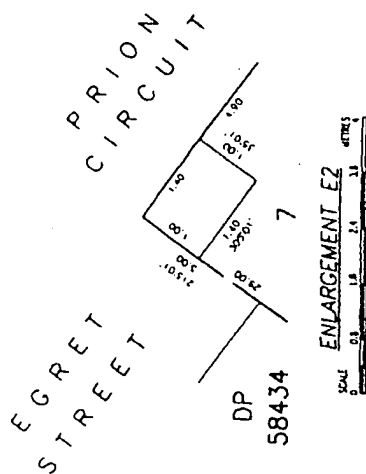
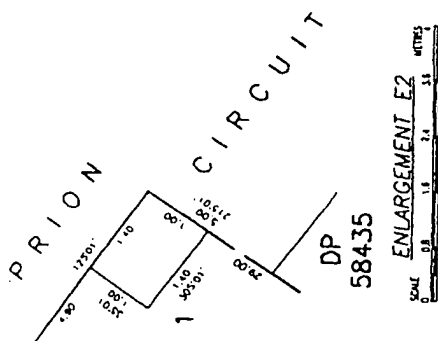


.....  
Sole Director & Sole Secretary



[illegible][illegible]

LOCATION PLAN



Development Assessment Commission  
LAND DIVISION (COMMUNITY TITLE) CERTIFICATE  
Council/Commission has consented to the

encroachment(s)  
over public land

The building(s)/structure was erected on..... unknown.

**The postal address of the site is**

11-13 Prion Circuit, Mawson Lakes 5095

Approved in accordance with the requirements of Section 51 of the Development Act 1993

Signed \_\_\_\_\_  
Description of signatory: Supervisor of Land Divisions  
as delegate of D.A.C

Dated... 25/07/2005 12:24 pm

STEEL & POLY

TERMS OF INSTRUMENT NOT CHECKED  
BY THE LAND TITLES OFFICE

Page 7 of 17

Development Contract  
Development No 361/C535/03

**Annexure "B" Copy of Provisional Development Approval.**

Fax from : 8359 6659

08/07/05 15:11 Pg: 1



**12 James Street Salisbury  
South Australia 5108**

ABN 82 615 416 895

PO Box 8 Salisbury SA 5108

telephone 08 8406 8222

facsimile 08 8281 5466

TTY (for deaf & hearing impaired)  
08 8406 8596

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

[email\\_city@salisbury.sa.gov.au](mailto:email_city@salisbury.sa.gov.au)

4 July 2005

Hot Property Group Pty Ltd  
PO Box 1144  
GOLDEN GROVE VILLAGE SA 5125

Dear Sir/Madam

Application Number: 361/3770/2004/MA  
Application Description: SEVEN ROW DWELLINGS WITH ASSOCIATED LANDSCAPING  
AND CARPARKING  
Location of Development: 11-13 Prion Circuit , Mawson Lakes SA 5095

Council records indicate that you are the owner of the property which has been listed above.

Pursuant to Section 45 of the Development Regulations, 1993 this letter is to advise you as the property owner that Council has approved the above development on your land on the 04-Jul-2005.

If you have any queries about the development as listed above, please contact Development Services on (08) 8406 8209 and ask to speak to Brett Fennell and quote 361/3770/2004/MA.

If you are the applicant for this development or, are aware of this application, please disregard this letter.

Yours faithfully

DEVELOPMENT SERVICES

**CITY OF SALISBURY  
DECISION NOTIFICATION FORM**

Development Number: 361/3770/2004/MA

FOR DEVELOPMENT APPLICATION

DATED 23-Nov-2004  
REGISTERED ON 23-Nov-2004**APPLICANT** Hot Property Group Pty Ltd  
PO Box 1144  
GOLDEN GROVE VILLAGE SA 5125**LOCATION OF PROPOSED DEVELOPMENT:****Subject Site:** 11-13 Prion Circuit, Mawson Lakes SA 5095  
**Parcel:** Lot 277 DP 58435 Sec 2242  
**Certificate of Title:** CT-5862/114**Nature of Proposed Development:****SEVEN ROW DWELLINGS WITH ASSOCIATED LANDSCAPING AND CARPARKING**

In respect of this proposed development you are informed that:

Nature of Decision	Consent	No. of Conditions
Provisional Development Plan Consent	GRANTED	NINE
Provisional Building Rules Consent	GRANTED	TWO
Other	-	-
DEVELOPMENT APPROVAL	GRANTED	ELEVEN

Building Classification: 1A &amp; 10A

Date of Decision: 04-Jul-2005

Signed: A handwritten signature in black ink, appearing to read "Brett Fennell", written over a horizontal line.

Delegated Officer: Brett Fennell

**CITY OF SALISBURY  
DEVELOPMENT PLAN CONSENT  
SCHEDULE OF CONDITIONS**

**Regulation 42 Eleventh Schedule**

**Development No: 361/3770/2004/MA**

Council considers the conditions are necessary to ensure that the use of land and activities associated with that use do not injuriously or detrimentally affect the amenity of the locality or the zone.

**PROVISIONAL DEVELOPMENT PLAN CONDITIONS:**

1. All mechanical services to the building shall be designed, installed and operated in such a manner that any person or persons living within or adjacent to the site should not be subjected to any nuisance or inconvenience from noise or fumes.

*Reason: To limit the effect of the mechanical services for activities on the subject land within the site, thereby maintaining the amenity of the locality.*

2. Any air-conditioning units or external pipe work or exhaust system mounted on the roofs or walls of buildings within the development shall be colour bond material to match principle buildings.

*Reason: To enhance the amenity of the locality*

3. Should the development require the relocation of any public infrastructure or services, all such works shall be the responsibility of the developer and at no cost to Council. Such works may include, but are not limited to, street trees, light poles and stormwater entry pits.

*Reason: To ensure orderly development*

4. A detailed Engineering Site Plan showing unit levels, pavement levels, design grades and stormwater drainage layout including connections to Council's existing underground drainage systems are to be submitted to Council for approval. No work is to commence prior to the written approval of Council's Engineering Department.

*Reason: To ensure appropriate disposal of stormwater from the site.*

5. The finished floor level of the proposed building is to be set a minimum of 300mm above the highest point of the internal driveway immediately adjacent to the building site.

*Reason: To provide some flood protection and allow disposal of stormwater from the subject land.*

**PROVISIONAL DEVELOPMENT PLAN CONDITIONS CONTINUED:**

6. Landscaping areas shall be planted through the front driveway in line with the front doors of the units. A landscaping plan shall be submitted with Building Rules Documentation that shows the position of this landscaping to the complete satisfaction of Council. All landscaping shall be maintained (including the replacement of diseased or dying plants and the removal of weeds and pest plants) to the reasonable satisfaction of Council. All landscaping is to be completed within 3 months of the approved use commencing.

*Reason: To ensure the subject land is landscaped so as to enhance the visual and environmental amenity of the locality.*

7. All driveways and car parking areas shall be constructed with either brick paving or coloured concrete with individual car parks clearly identified. Driveways and car parking areas shall be established prior to the occupation of any dwelling and maintained at all times to the satisfaction of Council.

*Reason: To ensure access and car parking is provided on the site in a manner that maintains and enhances the amenity of the locality.*

8. Where cut or fill in excess of 300mm is required as a result of the proposed development, retaining walls or other suitable soil retention devices shall be employed.

*Reason: To ensure that excavations and filled land is stable and will not result in any adverse impact on adjoining properties.*

9. Windows facing the rear and side yards of adjoining neighbours on the upper floor of the dwelling shall comprise awning window frames with the sash being hinged at the top and moves outwards at the bottom and contain translucent glass to a minimum height of 1500 mm above the level of the first floor.

*Reason: To minimise the impact on the privacy of the resident of the adjacent dwellings.*

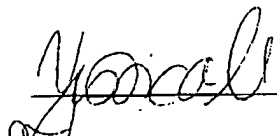
**PROVISIONAL BUILDING RULES CONDITIONS:**

REFER TO PRIVATELY CERTIFIER CONSENT

Signed:

Responsible Officer:

Decision Date:

  
Brett Fennell

04-Jul-2005

TERMS OF INSTRUMENT NOT CHECKED  
BY THE LAND TITLES OFFICE

Page 11 of 17

Development Contract  
Development No 361/C535/03

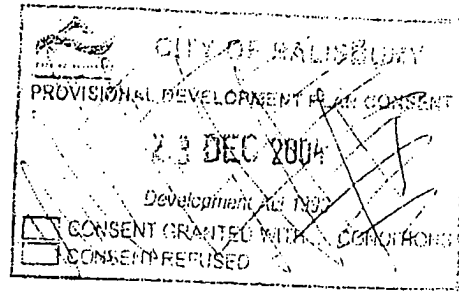
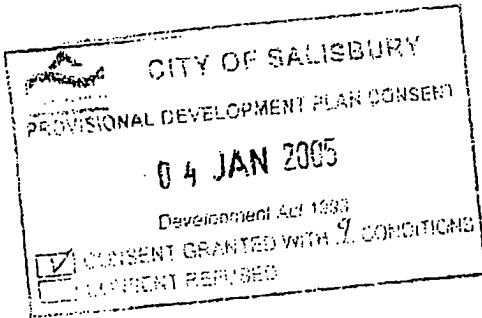
Fax from : 8359 6659

08/07/05

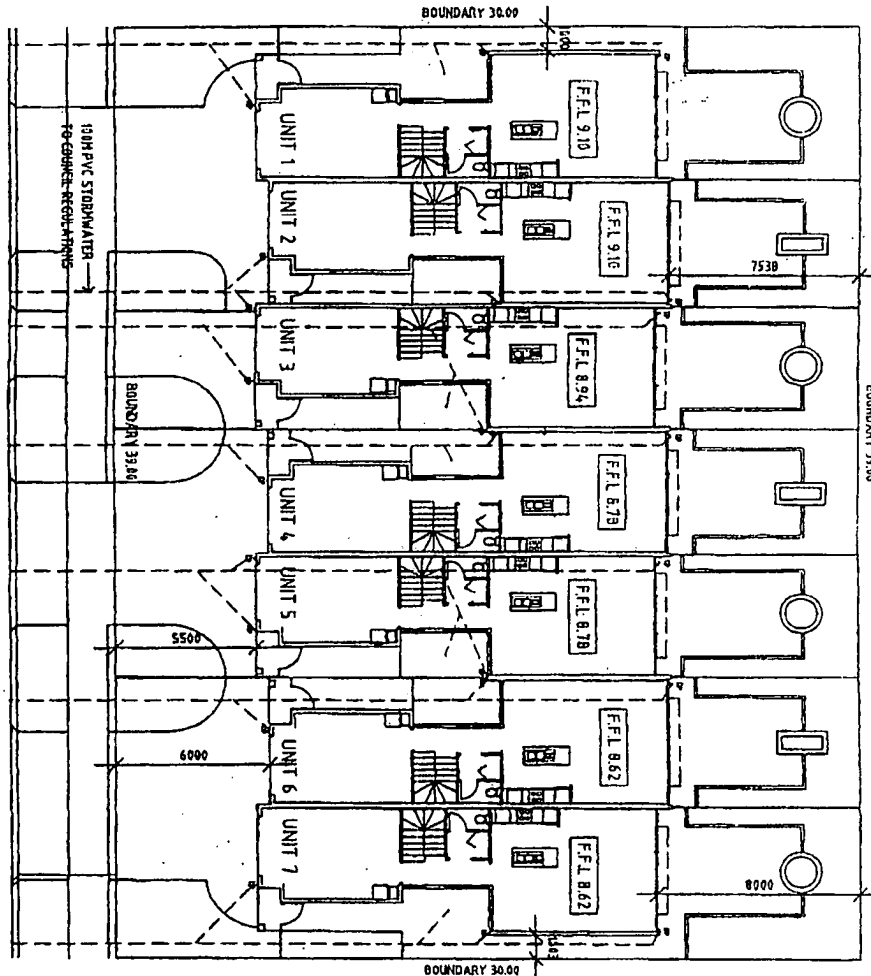
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Pg: 5

PROPOSED  
UNIT DEVELOPMENT  
FOR THE HOT PROPERTY GROUP  
AT LOT 277 PRION CIRCUIT  
MAWSON LAKES  
SITE PLAN  
DRAW TITLE



SITE PLAN AT GROUND LEVEL 1:200



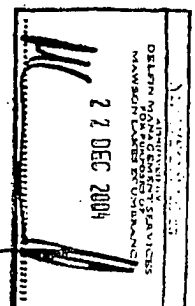
AREAS H2	
UNIT 1	
MAIN	14.2.97
PORTICO	69.94
UNIT 2	
MAIN	14.2.97
PORTICO	69.94
UNIT 3	
MAIN	14.2.97
PORTICO	69.94
UNIT 4	
MAIN	14.2.97
PORTICO	69.94
UNIT 5	
MAIN	14.2.97
PORTICO	69.94
UNIT 6	
MAIN	14.2.97
PORTICO	69.94
UNIT 7	
MAIN	14.2.97
PORTICO	69.94
TOTAL	1490.37



PLANNING ONLY

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ALL LEVELS AND DIMENSIONS MUST BE VERIFIED ON SITE  
REPORT ANY DISCREPANCIES BEFORE PROCEEDING  
THIS DRAWING IS TO BE USED IN CONJUNCTION  
WITH THE SPECIFICATION AND CONTRACT DRAWINGS.

18 BOUNDARY ROAD  
HOBART TAS 5308  
TEL 08 836 5147  
FAX 08 836 4577  
EMAIL: info@raven.com.au  
JOB NO 538  
DRAW NO P-01





TERMS OF INSTRUMENT NOT CHECKED  
BY THE LAND TITLES OFFICE

Page 12 of 17

Development Contract  
Development No 361/C535/03

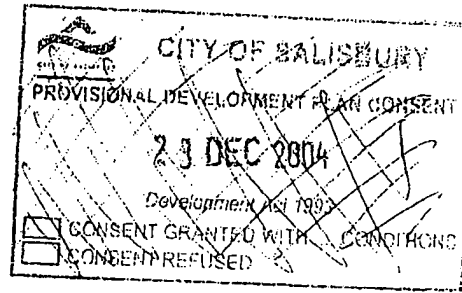
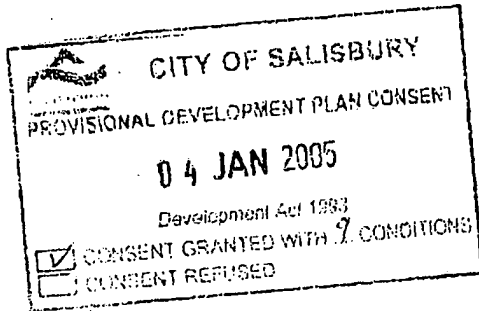
Fax from : 8359 6659

08/07/05

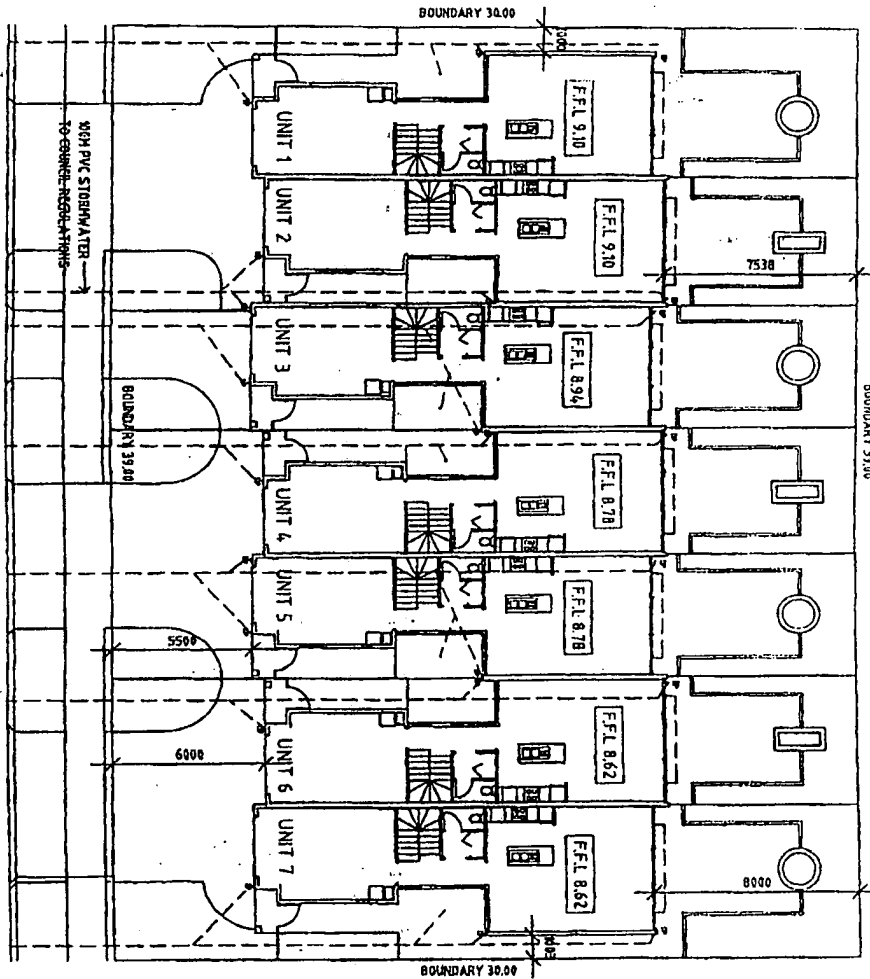
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Pg: 6

PROPOSED  
ANT DEVELOPMENT  
FOR THE HOT PROPERTY GROUP  
AT LOT 277 PRIOR CIRCUIT  
HAWSON LAKES  
SITE PLAN  
DRWG TITLE



SITE PLAN AT GROUND LEVEL 1:200

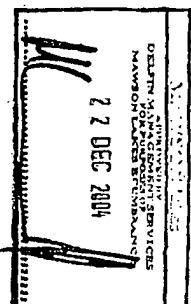


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WITH THE SPECIFICATION AND CONTRACT DRAWINGS.

AREAS M2	
UNIT 1	
MAIN	14,297
PORTICO	69,94
UNIT 2	
MAIN	14,297
PORTICO	69,94
UNIT 3	
MAIN	14,297
PORTICO	69,94
UNIT 4	
MAIN	14,297
PORTICO	69,94
UNIT 5	
MAIN	14,297
PORTICO	69,94
UNIT 6	
MAIN	14,297
PORTICO	69,94
UNIT 7	
MAIN	14,297
PORTICO	69,94
TOTAL	14,903.7



PLANNING ONLY



RAVEN  
DESIGN SOLUTIONS  
18 BOUNDARY ROAD  
HEDGEHURST S.A. 5189  
TEL: 08 826 55447  
FAX: 08 826 55133  
EMAIL: raven@designsolutions.co.za

JOB NO  
538  
DRWG NO  
P-01

TERMS OF INSTRUMENT NOT CHECKED  
BY THE LAND TITLES OFFICE

Page 13 of 17

Development Contract  
Development No 361/C535/03

08/07/05 15:11 Pg: 7

Fax from : 8359 6659

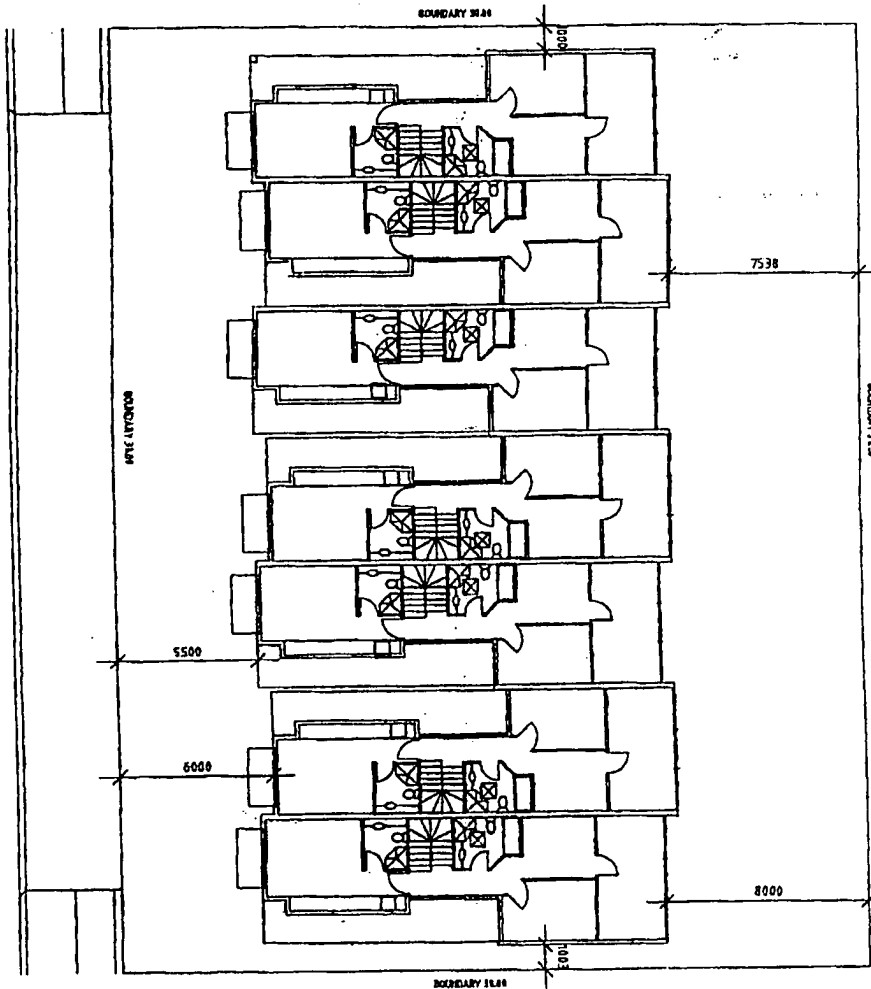
PROPOSED  
INIT DEVELOPMENT  
FOR THE HOT PROPERTY GROUP  
AT LOT 277 PRION CIRCUIT  
JAWSON LAKES

SITE PLAN

DWG TITLE

SITE PLAN AT UPPER LEVEL 1:200

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WITH THE SPECIFICATION AND CONTRACT DRAWINGS.

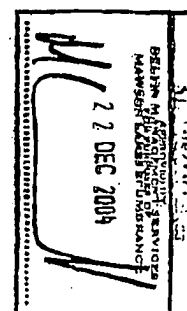


**CITY OF SALISBURY**  
CITY OF SALISBURY  
PROVISIONAL DEVELOPMENT PLAN CONSENT

**04 JAN 2005**

Development Act 1993

☒ CONSENT GRANTED WITH 7 CONDITIONS  
☐ CONSENT REFUSED



PLANNING ONLY

**RAVEN**  
DESIGN CONSULTANTS  
18 BOUNDARY ROAD  
SIOUXBURG S.A. 5059  
TEL: 08 826 55447  
FAX: 08 8265 4573  
EMAIL: raven@rpsd.com.au

JOB NO  
**538**  
DWG. NO  
**P-02**

TERMS OF INSTRUMENT NOT CHECKED  
BY THE LAND TITLES OFFICE

Page 14 of 17

Development Contract  
Development No 361/C535/03

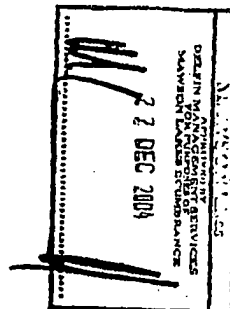
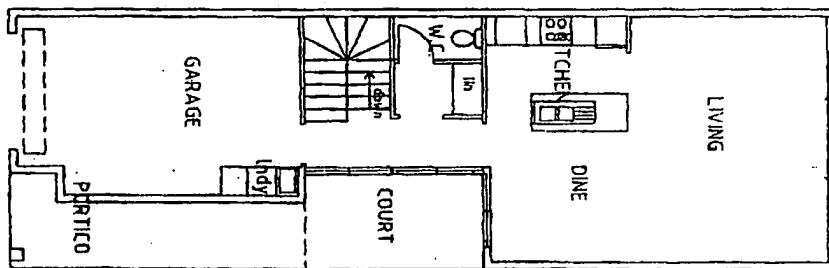
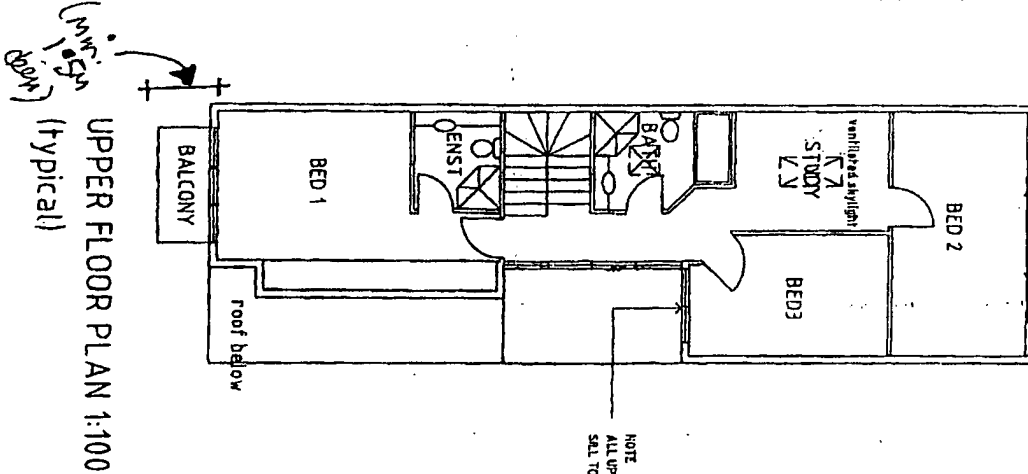
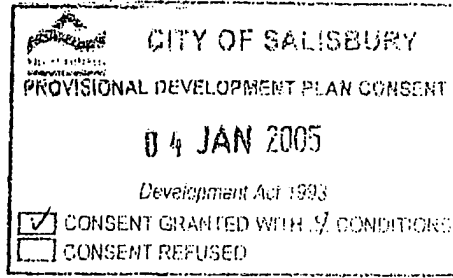
08/07/05

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Pg: 8

Fax from : 8359 6659

PROPOSED  
LIT DEVELOPMENT  
R THE HOT PROPERTY GROUP  
LOT 277 PRION CIRCUIT  
MASON LAKES  
DRAW TITLE  
SITE PLAN



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RAVEN  
18 BOUNDARY ROAD  
HIGHBURY S.A. 5069  
TEL 08 926 5547  
FAX 08 926 5573  
EMAIL: raven@cityofsalisbury.wa.gov.au  
JOB NO 538  
DRAWING NO P-03

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BY THE LAND TITLES OFFICE

Page 15 of 17

Development Contract  
Development No 361/C535/03

08/07/05 15:11 Pg: 9

Fax from : 8359 6659

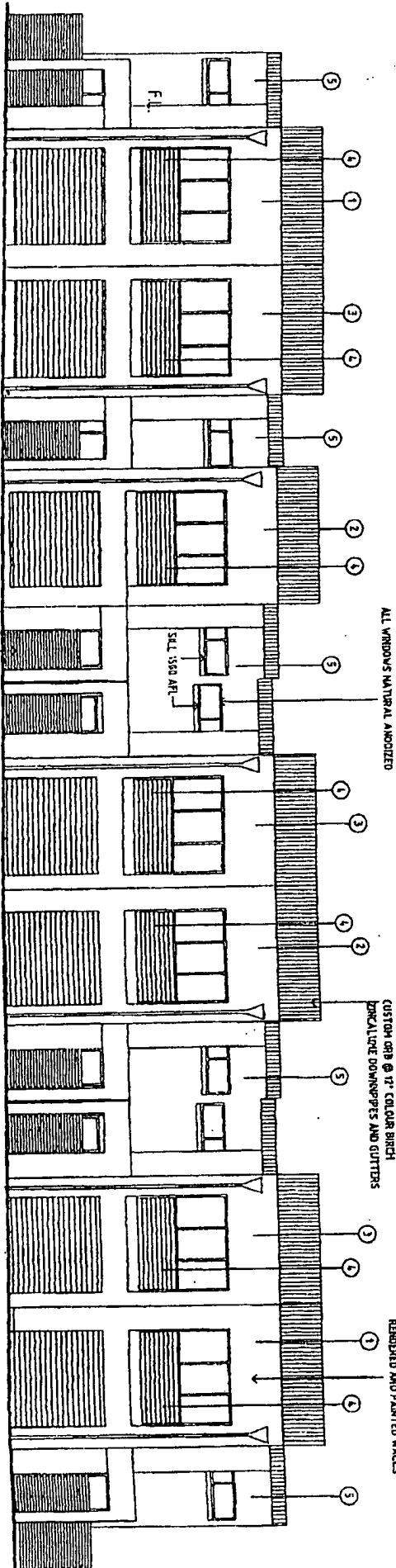
PROPOSED  
UNIT DEVELOPMENT  
OF THE HOT PROPERTY GROUP  
LOT 277 PRION COURT  
LAWSON LAKES

# ELEVATIONS

DRAW TITLE

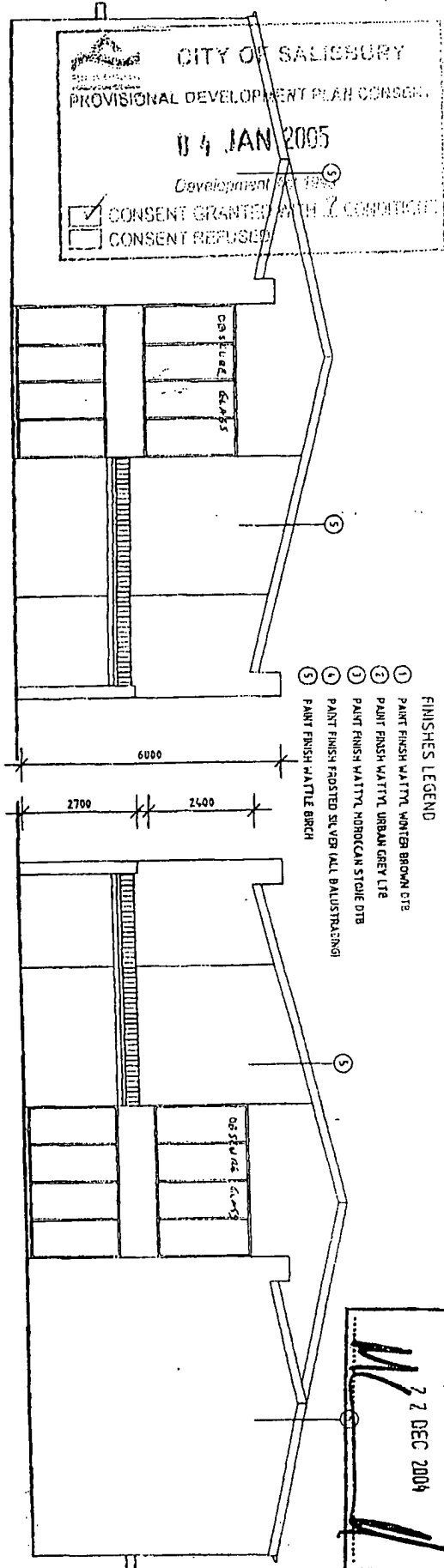
## PRION COURT ELEVATION 1:100

STAINED TYBER SLATED GATES  
AND FENCES TO FRONT



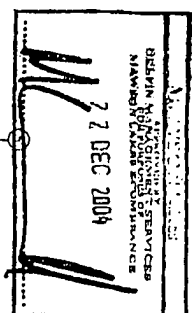
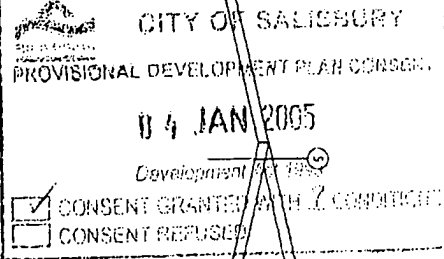
## SIDE ELEVATION 1:100

## SIDE ELEVATION 1:100



### FINISHES LEGEND

- 1 PAINT FINISH MATTE, WINTER BROWN CTR
- 2 PAINT FINISH MATTE, URBAN GREY LTR
- 3 PAINT FINISH MATTE, MOROCCAN STONE DTR
- 4 PAINT FINISH FROSTED SILVER (ALL BALUSTRADES)
- 5 PAINT FINISH MATTE BIRCH



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WITH THE SPECIFICATION AND CONTRACT DOCUMENTS.

**RAVEN**  
ARCHITECTS

18 BOUNDARY ROAD  
HODDERBURY S.A. 3039  
TEL. 08 835 5541  
FAX 08 835 4511  
EMAIL: raven@ravedesign.com.au

PLANNING ONLY

538  
P-04

TERMS OF INSTRUMENT NOT CHECKED  
BY THE LAND TITLES OFFICE

Page 16 of 17

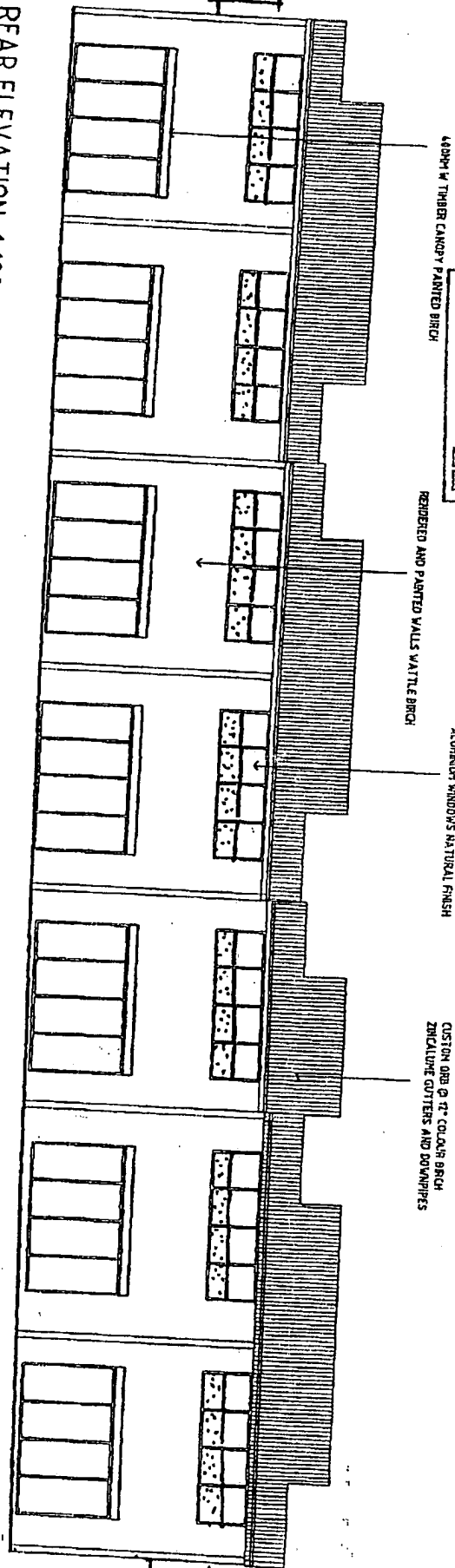
Development Contract  
Development No 361/C535/03

08/07/05 15:11 Pg: 10

Fax from : 8359 6659

PROPOSED  
IF DEVELOPMENT  
R THE HOT PROPERTY GROUP  
LOT 277 PRION CIRCUIT  
WSON LAKES  
DRAWING TITLE  
SITE PLAN

REAR ELEVATION 1:100



CITY OF SALISBURY	
PROVISIONAL DEVELOPMENT PLAN CONSENT	
04 JAN 2005	
Development Act 1993	
<input checked="" type="checkbox"/>	CONSENT GRANTED WITH 7 CONDITIONS
<input type="checkbox"/>	CONSENT REFUSED

M. HIGGINS	
BRIEFING MANAGER	
MAYBORN LANDS DEVELOPMENT SERVICE	
2 DEC 2005	

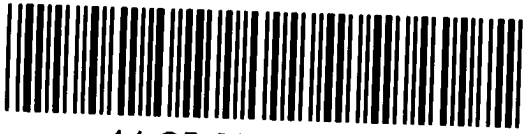
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WITH THE SPECIFICATION AND CONTRACT DRAWINGS

RAVEN  
DESIGN COMPANY

18 BOUNDARY ROAD  
HIGSBURY S.A. 5083  
TEL: 08 826 5544  
FAX: 08 826 4573

PLANNING ONLY

JOB NO  
538  
DRAWING NO

Orig. **LF 10289111**

11:25 23-Aug-2005

2 of 4

Fees: \$0.00

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**

Prefix
<b>LF</b>
Series No.
<b>2</b>

CP 22089

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by:

**Hans Liedig      Real**

Correction to:

**Hans Liedig      Real**

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

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

Lands 1111 09:23 24/08/05 172689  
REGISTRATION FEE \$101.00

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

ITEM(S)	AGENT CODE

R-G 250505

PICK-UP NO.	
-------------	--

CORRECTION	PASSED 
FILED  REGISTRAR-GENERAL SOUTH AUSTRALIA	

**7 Staging of development**

- 7.1. The Scheme is not a staged development.
- 7.2. The development will be undertaken and completed by the Developer in one stage with the progressive completion of all of the proposed improvements.
- 7.3. The order of completion of work on each community lot will be arranged as required by the developer and may not be in any specific order.

**8 Estimated date for the completion of the scheme**

- 8.1. The scheme (including the paving and landscaping of the Common Property) is scheduled for completion within twelve (12) months of the date of the deposit of the plan of community division in the Lands Titles Office by the Registrar General.

Dated this

28<sup>th</sup>

day of

July

2005

**ENDORSEMENT BY THE CITY OF SALISBURY**

All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any)) in accordance with the scheme description and plan of community division have been granted.

However this endorsement does not limit the City of Salisbury or other relevant authorities right to refuse, or place conditions on, development approvals under the development Act 1993 and in relation to other development envisaged by the scheme or other authorisations still required.

Signed



28.7/2005

Capacity of person signing

Director Development & Environmental Services  
for and on behalf of the City of Salisbury

**COMMUNITY TITLES ACT, 1996****SCHEME DESCRIPTION****1 Description of the land to be developed under the scheme**

- 1.1. The whole of the land comprised in Certificates of Title Register Book Volume 5862 Folio 114.

**2 Nature of proposed development**

- 2.1. The development is comprised of seven (7) community lots, and common property.
- 2.2. The common property is for the placement of the "SA Water water-meters" and "dual water reticulation system water meters" for the community lots.

**3 Purpose for which the lots and common property may be used**

- 3.1. The community lots created are to be used for residential purposes.
- 3.2. The common property is for the placement of the "SA Water water-meters" and "dual water reticulation system water meters" for the community lots.

**4 Standard of Buildings and improvements**

- 4.1. The standard of the work to be performed and the materials to be used on the community lots and the common property will be a fair average standard or such higher standard as the developer, at its absolute discretion, may determine.

**5 Obligation to develop community lots**

- 5.1. A two storey dwelling will be constructed on each of the 7 community lots by the developer together with all landscaping (to front yards only) and associated infrastructure in accordance with the development authorisation No 361/3770/2004/MA granted by the City of Salisbury.
- 5.2. The Developer shall ensure that all fencing, landscaping and all buildings and any other structures erected on the community lots or the on the common property comply with the Mawson Lakes Encumbrance registered against the land in favour of Land Management Corporation and numbered 9620657.

**6 Obligation to develop common property**

- 6.1. The Common Property Lot(s) will be landscaped by the developer in accordance with the development authorisation No 361/3770/2004/MA granted by the City of Salisbury



TERMS OF INSTRUMENT NOT CHECKED  
BY THE LAND TITLES OFFICE

Page 1 of 3

Scheme Description  
Development No 361/C535/03

## COMMUNITY TITLES ACT 1996

### SCHEME DESCRIPTION

COMMUNITY PLAN NO. 22089

#### INDEX

Description of land to be developed under the scheme	Page 2 item 1
Nature of Proposed Development	Page 2 item 2
Purpose for which Lots and Common Property may be used	Page 2 item 3
Standard of building and improvements lots	Page 2 item 4
Obligation to develop Community Lots	Page 2 item 5
Obligation to develop Common Property	Page 2 item 6
Staging of Development	Page 3 item 7
Estimated Date for completion of Scheme	Page 3 item 8

**Enquiries:** 13 11 55  
**Claims:** 13 25 24 (24 hours a day, 7 days a week for new claims)  
[suncorp.com.au/insurance](https://suncorp.com.au/insurance)



**Policy number:** HPS038600592  
**The insured:** Com Title No. 22089

# Certificate of Insurance

This Certificate of Insurance is based on the information you gave us. Please check that this information is correct and complete. If any changes or additions need to be made now or during the period of insurance you must call us.  
Please also check the amount of cover meets your needs.



## Cover Details - Strata Insurance

Insured address:	11-13 11 PRION CCT, MAWSON LAKES SA 5095		
Period of insurance:	From 20 August 2024 until 11.59pm 20 August 2025		
Sum insured:	Building		\$67,000
	Legal Liability		\$20 million

## Excess Details

You may be able to reduce your premium if you choose a higher standard excess.

<b>Building</b>	Standard Excess:	<b>\$500</b>
-----------------	------------------	--------------

You will also have to pay the following excesses in addition if they apply to the circumstance of your claim:

Water damage excess:	<b>\$200</b>
Theft or burglary by tenants or their guests excess:	<b>\$500</b>
Malicious acts or vandalism by tenants or their guests excess:	<b>\$500</b>
Earthquake and tsunami excess:	<b>\$300</b>
Unoccupied excess:	<b>\$1,000</b>

**Enquiries:** 13 11 55

**Claims:** 13 25 24 (24 hours a day, 7 days a week for new claims)

**suncorp.com.au/insurance**

## What you have told us

---

This document sets out the information that we have relied on to decide if we can insure you and on what terms. We may give you a copy of the information you have previously told us. If any of this information has changed, or is incorrect, please contact us.

### **You have told us the following about the insured address**

- It is a common property & Legal liability only
- It has a mix of owner occupied & tenanted units
- There is no business activity operating at or from the insured address
- It is in good condition and well maintained.  
*This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other pests; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.*
- It is not undergoing any renovations

### **You have told us the following about the construction of the building**

- It is a double level building, with concrete walls, iron (corrugated) roof, built in 2004
- The building does not have a lift and does not have a swimming pool/spa
- The building does not have recreational facilities
- The building has balconies

### **You have told us the following about the security of the insured address**

- There is no additional door or building security
- It has no monitored smoke detectors

## Insurance history

---

### **You have told us that in the past 3 years:**

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim
- You or anyone to be insured under this policy have NOT had any insurance claims on strata insurance (excluding any claims made on this policy)

**(If any of the above information is incorrect, please contact us.)**

## When you need to contact us

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It is important that you check the information provided on your Certificate of Insurance. If any details are incorrect or have changed, you should contact us to update your details.

Also, when you hold a policy with us, there are other circumstances you need to tell us about during the period of insurance. These circumstances are set out in the 'When you need to contact us' section of your PDS. If you do not contact us when you need to, you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

## Other Important Information

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The Product Disclosure Statement (PDS) is an important legal document that contains details of your insurance if you purchase this product from us. Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate of insurance which shows the details particular to you.

## Your Privacy

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We appreciate privacy is important to you. Suncorp is committed to protecting your personal information. For further information, please refer to our customer privacy statement by visiting [www.suncorp.com.au/privacy](http://www.suncorp.com.au/privacy) or call us on 13 11 55.

For complaints concerning Suncorp products or services, you can phone us on 1300 264 053; write to us at: Suncorp Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on [idr@suncorp.com.au](mailto:idr@suncorp.com.au). You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as Suncorp (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

**Enquiries:** 13 11 55  
**Claims:** 13 25 24 (24 hours a day, 7 days a week for new claims)  
[suncorp.com.au/insurance](http://suncorp.com.au/insurance)



COM TITLE NO. 22089  
11 PRION CCT  
MAWSON LAKES SA 5095

Policy number:	HPS038600592
The insured:	Com Title No. 22089
Due date:	11.59pm on 20 August 2024
Payment reference number:	038600592
Amount payable:	\$581.07
Last year's annual premium:	\$483.72
Change on last year* 20.1%	

**\*Why your premium may change**

Each year your premium is likely to change even if your personal circumstances haven't. Factors like the number of claims we experience, improved data and changes to the cost of running our business can impact your premium. Your premium may also be impacted by changes to rewards and discounts.

For more information please visit [www.suncorp.com.au/insurance/premium](http://www.suncorp.com.au/insurance/premium)

**Strata Insurance Account  
Renewal**

Dear Policy Holder,

Thank you for insuring your Strata Building with Suncorp Insurance. Your current policy expires at 11.59 pm on 20 August 2024 and we would like to invite you to renew with us for a further 12 months.

Please find enclosed your renewal documents. Please read the information on the following pages carefully. If any of the details shown are incorrect or if there is other information you need to tell us, please call us on 13 11 55.

Please pay the amount payable by the due date to ensure that your insurance cover continues. If you do not pay by the due date shown, you will not be covered. Our payment options are listed within this document. If you have any questions, please visit us online at [www.suncorp.com.au](http://www.suncorp.com.au) or call us on 13 11 55.

Upon payment, this document becomes your Certificate of Insurance. Please keep this document with your PDS and any Supplementary PDS we have given you in a safe place.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: [www.moneysmart.gov.au](http://www.moneysmart.gov.au)

Regards,  
  
The Suncorp Team

WE'VE BEEN LOOKING AFTER OUR CUSTOMERS  
**FOR OVER 90 YEARS,**  
AND WILL CONTINUE TO BE THERE WHEN YOU NEED US MOST.

Strata insurance account for policy HPS038600592

This document will be a tax invoice for GST when you have made your payment. It is to enable you to claim input tax credits if they apply to your business.

Period of insurance: 20 August 2024 to 11.59pm 20 August 2025  
Transaction type: Renewal

Your Premium Details

The premium comparison has been included to assist you in understanding the changes to your premium, including the impact of any taxes and charges. The premium shown includes any discounts.

Type of Cover	Sum Insured	Base Premium	GST	Stamp Duty	Total Amount
Insured address: 11-13 11 PRION CCT, MAWSON LAKES SA 5095					
Last Year					
Building	\$ 63,800	\$ 396.16	\$ 39.62	\$ 47.94	\$ 483.72
This Year					
Building	\$ 67,000	\$ 475.90	\$ 47.59	\$ 57.58	\$ 581.07
This Year's GST / Total Amount			\$ 47.59		\$ 581.07

If you are registered for GST purposes, your input tax credit entitlement or adjustment (whichever is applicable) is or is based on the GST amount shown above.

When referring to an amount from 'last year' on this notice

If you have made a change to your policy in the last 12 months, when we refer to an amount from last year, it may not be the amount you paid. To provide a more useful comparison, we are showing you an amount for your cover as of your most recent change. The amount from last year has been provided for comparison purposes only and should not be used for tax purposes.



**Biller Code:** 655829  
**Ref:** 038600592

**Telephone & Internet Banking - BPAY®**  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)



**Phone:** To pay via our automated credit card payment system call **1300 125 323**.  
Mastercard, VISA or AMEX  
Reference Number: **038600592**



**Internet:** To pay by Mastercard, VISA or American Express visit:  
**[suncorp.com.au/insurance](http://suncorp.com.au/insurance)**  
Reference Number: **038600592**



**Mail:** Send this payment slip with your cheque made payable to:  
Suncorp Insurance,  
GPO Box 1453, Brisbane, QLD 4001



**Direct Debit:** Call 13 11 55 to arrange automatic payment by monthly instalments. It costs more to pay by the month.  
Instalment payable: \$58.10

Payment slip

Policy number

HPS038600592

Reference number

038600592

Amount payable

\$581.07



\*4127 HPS038600592 20/08/2024

Pay in store at Australia Post.