

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 parentheses 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: _____

Suburb: _____ State: _____ Postcode: _____

2. Purchaser's registered agent:

Address:

Street 1 _____

Suburb: _____ State: _____ Postcode: _____

3. Vendor:

Elvin Bruce Eldridge
Sophie Robyn Eldridge

Address:

Street 1: P.O Box 920

Suburb: Murray Bridge State: SA Postcode: 5253

4. Vendor's registered agent:

First National Real Estate Burton Groves

Address:

Street 1: 1332 North East Road

Suburb: Tea Tree Gully State: SA Postcode: 5091

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)

Street 1: 11/60 Augustine Street

Suburb: Mawson Lakes State: SA Postcode: 5065

being the *whole / ~~portion~~ of the land comprised in Certificate of Title

6076/840

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:
Po Box 920 Murray Bridge SA 5253

(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
bec@burtongroves.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:
1332 North East Road Tea Tree Gully SA 5091

(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, Elvin Bruce Eldridge
Sophie Robyn Eldridge

of PO Box 920 Murray Bridge SA 5253

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

Date: _____
Signed: _____

Date: _____
Signed: _____

Part D—Certificate with respect to prescribed inquiries by registered agent (section 9)



To the purchaser:

I, Rebecca Dartnall

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:

Date: _____
Signed: _____

~~*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

(If an item is applicable, ensure that the box for the item is ticked and complete the item.)

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

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 Development Act 1993 (repealed)" and item 5.1; and*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 Repealed Act conditions" and item 6.1; and*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

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

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

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

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

1. General

1.1 Mortgage of land

(Note: Do not omit this item. The 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?

YES

Are there attachments?

NO

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

Number of mortgage: (if registered)

12938806

Name of mortgagee:

Westpac Banking Corporation

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)~~

Description of land subject to easement:

Nature of easement:

Are you aware of any encroachment on the easement?

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?

NO

Are there attachments?

YES

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

Memorandum of Encumbrance

Nature of restrictive covenant:

Encumbrance

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

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?

NO

Are there attachments?

YES

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

Local Government Inquiry Certificate

Condition(s) of authorisation:

See copy of Local Government Inquiry Certificate attached

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)~~

~~Date of notice:~~

~~Amount of levy payable:~~

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 attachment even if not applicable.)

Is this item applicable?



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

NO

Are there attachments?

YES

If YES, identify the attachment(s):

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

Local Government Inquiry Certificate - PlanSA extract

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

Zones: Housing Diversity Neighbourhood (HDN)

Overlays and Variations on Local Government Inquiry Certificate - PlanSA extract

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

NO

Is the land designated as a local heritage place?

NO

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?

UNKNOWN

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?

YES

Note - For further information about the Planning and Design Code www.code.plan.sa.gov.au.

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)~~

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 Plan 26676
Address of community corporation: 60-68 Augustine Street 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)
Administrative fund: \$329.60 per quarter
Sinking Fund: \$12.80 per quarter

 - (b) particulars of assets and liabilities of the community corporation:
Total Assets: \$8,994.99
Total Liabilities: \$0.0
Net Assets: \$8,994.99

 - (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 minutes of meetings attached for 2024 & 2023

 - (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:
N/A

 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:
640 of 10,000

(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)
YES
 - (b) a copy of the statement of accounts of the community corporation last prepared;
YES
 - (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:

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: Adcorp

Address: 231 Greenhill Road Dulwich SA 5065

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.

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.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advisory Service with respect to conveyancers and the conveyancing process, see www.aicsa.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.

You can also seek advice from a legal practitioner.

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

Form R3 - Buyer Information Notice
Copy of Certificate(s) of title to the land
Property Interest Report
Local Government Inquiry Certificate
PlanSA Extract
SA Water
Land Tax
Emergency Services Levy Certificate
Check Search
Historical Search
Title and Valuation Package
Encumbrance 11618280
Statement Pursuant to Section 139 of the Community Titles Act

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 _____

Signature of purchaser(s)

Signature

Date

Signature

Date

(*Strike out whichever is not applicable)

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 6076 Folio 840

Parent Title(s) CT 6021/877
Creating Dealing(s) ACT 11575610
Title Issued 12/05/2011 **Edition** 4 **Edition Issued** 22/06/2018

Estate Type

FEE SIMPLE

Registered Proprietor

ELVIN BRUCE ELDRIDGE
SOPHIE ROBYN ELDRIDGE
OF PO BOX 920 MURRAY BRIDGE SA 5253
AS JOINT TENANTS

Description of Land

LOT 11 PRIMARY COMMUNITY PLAN 26676
IN THE AREA NAMED MAWSON LAKES
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
11618280	ENCUMBRANCE TO URBAN RENEWAL AUTHORITY
12938806	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
04/05/2011	11575611	BY-LAWS	FILED
04/05/2011	11575612	DEVELOPMENT CONTRACT	FILED
04/05/2011	11575613	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Property Interest Report

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

Title Reference	CT 6076/840	Reference No. 2632754
Registered Proprietors	E B & S R*ELDRIDGE	Prepared 11/12/2024 10:55
Address of Property	Unit 11, 60 AUGUSTINE STREET, 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

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)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

7. Emergency Services Funding Act 1998

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

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

8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. Land Tax Act 1936

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

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

20. Local Government Act 1934 (repealed)

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

21. Local Government Act 1999

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

22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- 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/ 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/ or contact PlanSA via email (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 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 or phone PlanSA on 1800752664.
- Code Amendment**

Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. 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 or phone PlanSA on 1800 752 664.

29.2	section 127 - Condition (that continues to apply) of a development authorisation <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.14 section 214(6), 214(10) or 222 - Enforcement order Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests Plant Health in PIRSA has no record of any notice or order affecting this title

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

31.1 Part 3 - Notice Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with) Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

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

also

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

also

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

also

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

35. *Water Resources Act 1997 (repealed)*

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

DEW has no record of any condition affecting this title

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

DEW has no record of any notice affecting this title

36. Other charges

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

- | | | |
|-----|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1. | Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. | State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. | SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. | South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. | Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. | ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. | Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. | Dog Fence (<i>Dog Fence Act 1946</i>) | 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.

Account Number	LTO Reference	Date of issue	Agent No.	Receipt No.
44 65165 30 5	CT6076840	11/12/2024	7922	2632754

BURION GROVES & WELSH PTY LTD
 PO BOX 200
 STAGNESSA 5097
 mail@burtongroves.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: EB & SRELDRIDGE
Location: U11 60 AUGUSTINE ST MAWSON LAKES LT 11 C 26676
Description: 5HG **Capital Value:** \$ 410 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2024

		\$
	Arrears as at: 30/6/2024	0.00
Water main available:	1/7/2011	Water rates : 157.20
Sewer main available:	1/7/2011	Sewer rates : 173.90
		Water use : 0.00
		SA Govt concession : 0.00
		Recycled Water Use : 0.00
		Service Rent : 0.00
		Recycled Service Rent : 0.00
		Other charges : 0.00
		Goods and Services Tax : 0.00
		Amount paid : 331.10CR
		Balance outstanding : 0.00

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

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 26/2/2025

This account has no meter of its own but is supplied from account no 44 65164 75 9.

The Water Use apportionment option is Nil.

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

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

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

South Australian Water Corporation

Name: **Water & Sewer Account**
EB & SRELDRIDGE Acct. No.: 44 65165 30 5 Amount: _____

Address:
U11 60 AUGUSTINE ST MAWSON LAKES
LT11 C26676

Payment Options

EFT

EFT Payment

Bank account name: SA Water Collection Account
BSB number: 065000
Bank account number: 10622859
Payment reference: 4465165305



Bill code: 8888
Ref: 4465165305

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 4465165305



Our Ref: L268714
Account No: 4465165305
Enquiries: WATER INVESTIGATIONS
Office Hours: 8:30am to 4:30pm
Telephone: (08) 7424 1360
Facsimile: (08) 7003 1360
Date: 19/04/2013

**SOUTH AUSTRALIAN
WATER CORPORATION**

SA Water House
250 Victoria Square
Adelaide SA 5000

GPO Box 1751
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

**R & D ROTOLO
2 TULLAMORE CT
GREENWITH SA 5125**

NOTICE OF ENCUMBRANCE

You are hereby notified that a recycled water notice has been placed on the following property:

U11 60 AUGUSTINE ST MAWSON LAKES SA 5095

In accordance with the SA Water Standard Customer Contract SA Water may require you to conduct inspections and audits of your plumbing system on a five-yearly basis or at transfer of ownership.

If you are selling the property, prior to settlement you are required to contact the above telephone number to make arrangements for a recycled water plumbing audit to be performed.

Yours Sincerely



(signed) For Chief Executive Officer



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2632754

DATE OF ISSUE

11/12/2024

FIRST NATIONAL REAL ESTATE
BURTON GROVES
POST OFFICE BOX 200
ST AGNES SA 5097

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

E B & S R ELDRIDGE

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

11 / 60 AUGUSTINE ST / MAWSON LAKES SA 5095 / LT 11 C26676

ASSESSMENT NUMBER

4465165305

TITLE REF.

(A "+" indicates multiple titles)

CT 6076/840

TAXABLE SITE VALUE

\$245,000.00

AREA

0.0128 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			
= AMOUNT PAYABLE	\$	0.00			

Please Note:

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

ON OR BEFORE

11/03/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: 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

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



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: 2632754

FIRST NATIONAL REAL ESTATE
BURTON GROVES
POST OFFICE BOX 200
ST AGNES SA 5097

DATE OF ISSUE

11/12/2024

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
1210988*	E B & S R ELDRIDGE			
PROPERTY DESCRIPTION				
11 / 60 AUGUSTINE ST / MAWSON LAKES SA 5095 / LT 11 C26676				
ASSESSMENT NUMBER	TITLE REF.	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
(A "+" indicates multiple titles)				
4465165305	CT 6076/840	\$410,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	154.45
FINANCIAL YEAR		- REMISSION	\$	95.10
2024-2025		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-109.35
		= AMOUNT PAYABLE	\$	0.00

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

EXPIRY DATE 11/03/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au

Email: 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

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Certificate of Title

Title Reference: CT 6076/840
Status: CURRENT
Edition: 4

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
04/05/2011	10/05/2011	11575611	BY-LAWS	FILED	C26676
04/05/2011	10/05/2011	11575612	DEVELOPMENT CONTRACT	FILED	C26676
04/05/2011	10/05/2011	11575613	SCHEME DESCRIPTION	FILED	C26676

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6076/840
Status: CURRENT
Parent Title(s): CT 6021/877
Dealing(s) Creating Title: ACT 11575610
Title Issued: 12/05/2011
Edition: 4

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
12/06/2018	22/06/2018	12938806	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
12/06/2018	22/06/2018	12938805	TRANSFER	REGISTERED	ELVIN BRUCE ELDRIDGE, SOPHIE ROBYN ELDRIDGE
12/06/2018	22/06/2018	12938804	DISCHARGE OF MORTGAGE	REGISTERED	11851541
20/11/2012	30/11/2012	11851541	MORTGAGE	REGISTERED	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)
20/11/2012	30/11/2012	11851540	TRANSFER	REGISTERED	DOMENICA ROTOLO, ROBERT ROTOLO, DANIEL ROTOLO, MICHAEL ROTOLO
20/11/2012	30/11/2012	11851539	DISCHARGE OF MORTGAGE	REGISTERED	11618281
27/03/2012	02/05/2012	11744238	VESTING (GLOBAL UPDATE)	REGISTERED	URBAN RENEWAL AUTHORITY 11618280
22/07/2011	03/08/2011	11618281	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
22/07/2011	03/08/2011	11618280	ENCUMBRANCE	REGISTERED	LAND MANAGEMENT CORPORATION
22/07/2011	03/08/2011	11618279	TRANSFER	REGISTERED	DAN FERRONE
22/07/2011	03/08/2011	11618278	DISCHARGE OF ENCUMBRANCE	REGISTERED	11514757
22/07/2011	03/08/2011	11618277	DISCHARGE OF MORTGAGE	REGISTERED	11514758
22/12/2010	18/01/2011	11514758	MORTGAGE	REGISTERED	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
22/12/2010	18/01/2011	11514757	ENCUMBRANCE	REGISTERED	LAND MANAGEMENT CORPORATION

Certificate of Title

Title Reference CT 6076/840
Status CURRENT
Easement NO
Owner Number 1210988*
Address for Notices POST OFFICE BOX 920, MURRAY BRIDGE, SA 5253
Area 128m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

ELVIN BRUCE ELDRIDGE
SOPHIE ROBYN ELDRIDGE
OF PO BOX 920 MURRAY BRIDGE SA 5253
AS JOINT TENANTS

Description of Land

LOT 11 PRIMARY COMMUNITY PLAN 26676
IN THE AREA NAMED MAWSON LAKES
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 12938805
Dealing Date 12/06/2018
Sale Price \$305,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	11618280	URBAN RENEWAL AUTHORITY
MORTGAGE	12938806	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
4465165305	CURRENT	Unit 11, 60 AUGUSTINE STREET, MAWSON LAKES, SA 5095

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
04/05/2011 13:19	11575611	BY-LAWS	FILED
04/05/2011 13:19	11575612	DEVELOPMENT CONTRACT	FILED
04/05/2011 13:19	11575613	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	4465165305
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2011
Property Location	Unit 11, 60 AUGUSTINE STREET, MAWSON LAKES, SA 5095
Local Government	SALISBURY
Owner Names	SOPHIE ROBYN ELDRIDGE ELVIN BRUCE ELDRIDGE
Owner Number	1210988*
Address for Notices	POST OFFICE BOX 920, MURRAY BRIDGE, SA 5253
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	5HG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C26676 LOT 11	CT 6076/840

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$245,000	\$410,000			
Previous	\$240,000	\$365,000			

Building Details

Valuation Number	4465165305
Building Style	Architectural
Year Built	2012
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	118 sqm
Number of Main Rooms	5

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

E 11618280



12:56 22-Jul-2011

Single Copy Only

4 of 5

Fees: \$0.00

E
Series No.
24PJ

SINGLE COPY ONLY

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor

Daniel John Roach

AGENT CODE

PLMS102

Lodged by:

Correction to: LYNCH MEYER

MSLM

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

-
-
-
-

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

-
-
-
-

DELIVERY INSTRUCTIONS (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Revenue SA -- Stamp Duty
ABN 19 040 349 865

Doc Code	MEX
RevNetID	125540884
Consid/Val/Sec#	0.00
SA Proportion \$	0.88
Stamp Duty \$	8.88
LTO Fees \$	140.00
Interest \$	0.00
Pen/Add Tax \$	0.00
Date	22/07/2011
Original with 0 Copies	
----- End of Receipt -----	

CORRECTION	PASSED
REGISTERED 3 AUG 2011 	
REGISTRAR-GENERAL	

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


* Delete the inapplicable


DATED THE 22nd DAY OF July 2011

EXECUTION

SIGNED by the said DAN FERRONE

in the presence of:

) 
) _____
) D Ferrone


.....
Signature of Witness - Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

LUISA SCALI
.....
Print Full name of Witness (BLOCK LETTERS)

91 King William St
.....
Adelaide SA 5000
.....
Address of Witness
Business Hours Telephone No 08 8205 0800

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

The whole of the land in CT Volume 6076 Folio 840

ESTATE AND INTEREST

Estate in fee simple

ENCUMBRANCES

Nil

ENCUMBRANCER (Full name and address)

Dan Ferrone of 19B North Parade, Royal Park SA 5014

(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, address and mode of holding)

Land Management Corporation of Level 9, Riverside Centre, North Terrace, Adelaide SA 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 FOR THE TERM OF THREE THOUSAND NINE HUNDRED AND NINETY NINE (3,999) YEARS |
| (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: <ul style="list-style-type: none"> • that the Encumbrancee will hold the annuity for the term 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 39 of 2005.

IT 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 or a solar package; and

4.1.7. pre-wiring of the dwelling to facilitate the installation of the home management system and computer equipment (unless the dwelling has a solar package).

- 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.
- 4.4.5. "solar package" means a grid-connected system:
- (a) for the generation of solar electricity and the supply of such electricity for on-site use and for off-site distribution through the electricity grid;
 - (b) which complies with any requirements in the Encumbrance Building and Development Requirements as to power output, power measurement and other relevant factors.

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 a time limit of 12 months after the date of this instrument (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:-

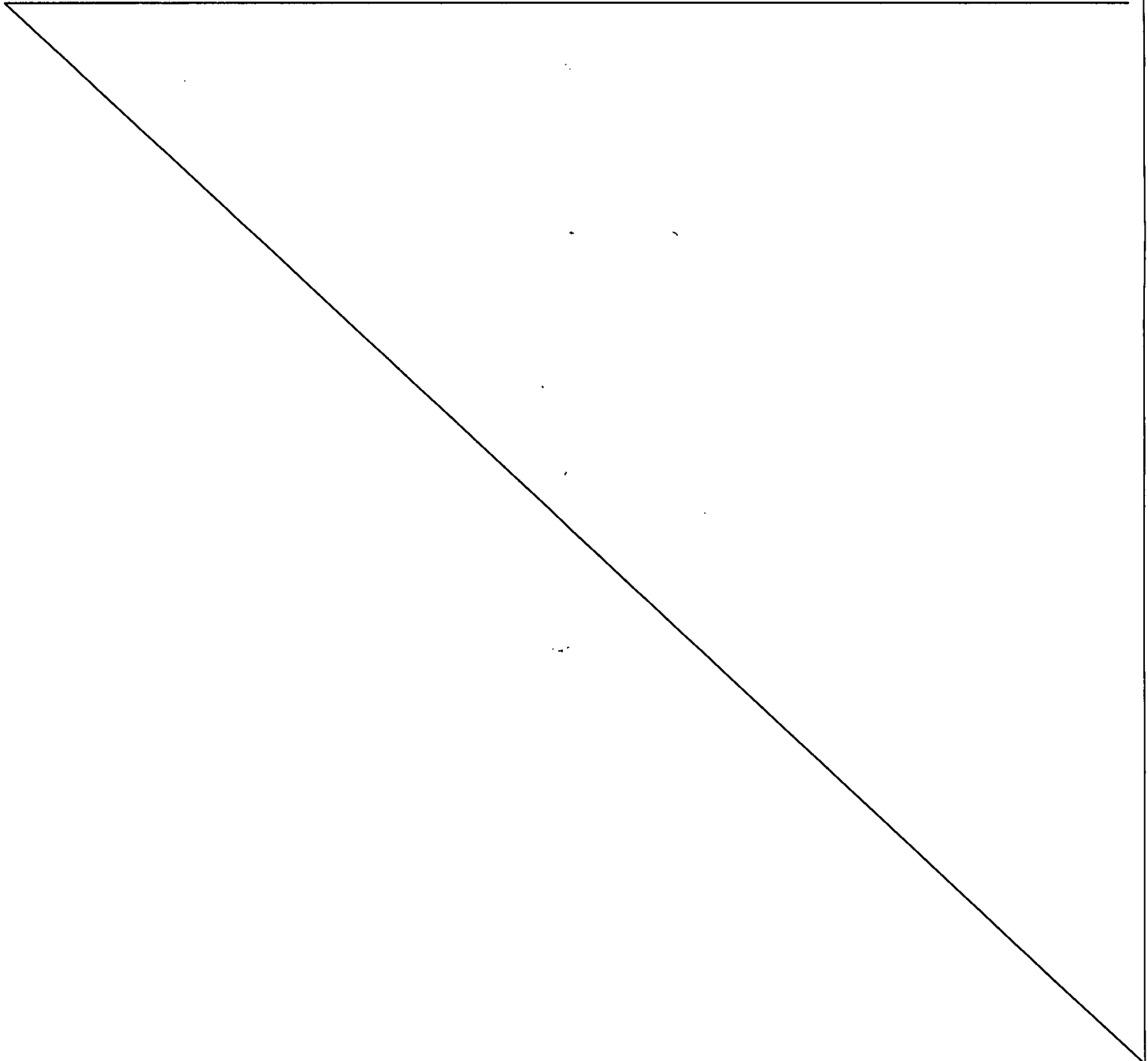
- the building work is complete except for minor omissions and minor defects:-
 - (i) which do not prevent the building from being reasonably capable of being used for its intended purposes; and
 - (ii) rectification of which will not prejudice the convenient use of the building; and
- all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

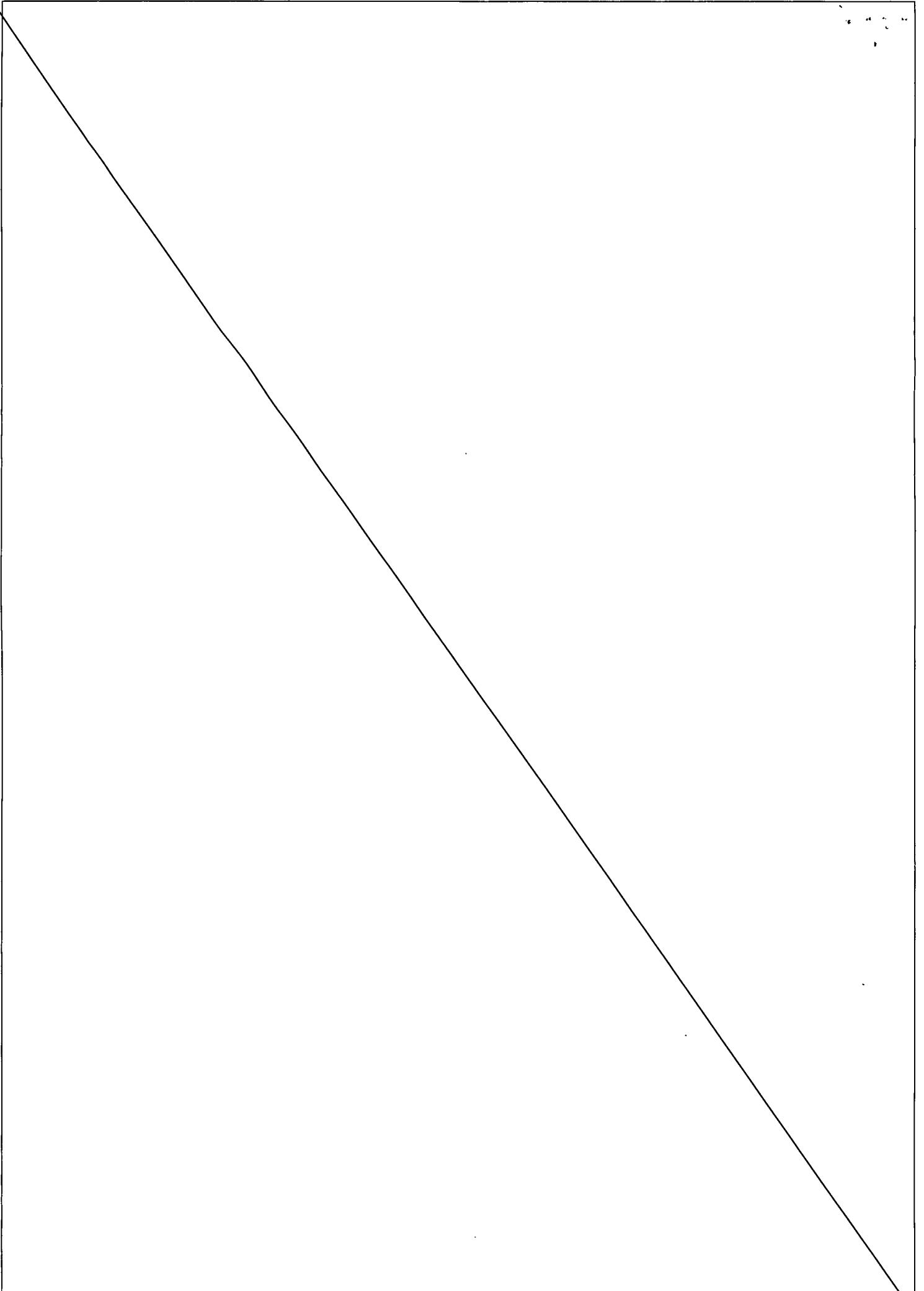
17.2. Nothing in this instrument prejudices:-

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.





STATEMENT PURSUANT TO SECTION 139 OF THE *COMMUNITY TITLES ACT*

Date of Statement: **17 December 2024**

OWNED BY Elvin Bruce & Sophie Robyn Eldridge

Unit in respect of which the Statement is issued: **Unit 11** in **Community Plan 26676** at **60-68 Augustine Street, MAWSON LAKES SA 5095**

Person requesting certificate:

Name: First National Burton Groves,
Address: 1332 North East Road, Tea Tree Gully

The Community Corporation certifies following with respect to Unit being subject of this Statement:

Unit Entitlement: 640
Total Unit Entitlement: 10 000

1. Administrative fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period
\$659.20	01 Oct 2024 to 01 Jul 2025

Number of instalments payable (if contributions payable by instalments) 2

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
\$329.60	01 Oct 2024 to 31 Mar 2025	01 Oct 2024
\$329.60	01 Apr 2025 to 30 Sep 2025	01 Apr 2025

Amount owing	\$329.60
Interest due on unpaid levies	\$10.43
Amount in credit for prepaid levies	\$0.00

NB: Interest Accrues at 15% per annum
Water charges to be paid by Corporation/Owner

2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
\$25.60	01 Oct 2024 to 01 Jul 2025

Number of instalments payable (if contributions payable by instalments) 2

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
\$12.80	01 Oct 2024 to 31 Mar 2025	01 Oct 2024
\$12.80	01 Apr 2025 to 30 Sep 2025	01 Apr 2025

Amount owing	\$12.80
Interest due on unpaid levies	\$0.40
Amount in credit for prepaid levies	\$0.00

NB: Please ensure you contact Adcorp for an update of outstanding levies prior to settlement.

3. Special contributions

None

4. Particulars of Assets and Liabilities of the Corporation

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

5. Particulars of any Expenditure

(a) Incurred by the Corporation

REFER MINUTES OF MEETINGS ATTACHED for 2024 & 2023

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

REFER MINUTES OF MEETINGS ATTACHED for 2024 & 2023

6. Insurance policies

Particulars of all insurance policies taken out by the strata corporation.

Policy No.	ST503129	CHU Underwriting Agencies Pty Ltd		
Type:	Common Property			
Premium:	\$1,625.20	Paid on:	27/03/2024	Policy start date: 25/05/2024 Next due: 25/05/2025
<i>Cover</i>		<i>Sum insured</i>		<i>Excess</i>
Common Property		\$285,000.00		\$300.00
Public Liability		\$20,000,000.00		\$300.00
Fidelity Guarantee		\$100,000.00		\$300.00
Voluntary Workers		\$200,000/2,000		\$300.00
Flood Cover		Included		\$300.00
Office Bearers Liability		\$500,000.00		\$300.00

7. Documents Supplied

- (i) Minutes of general meetings of corporation and meetings of management committee for last two years
- (ii) Statement of Accounts of the corporation last prepared by the corporation
- (iii) The Articles for the time being in force
- (iv) The current policies of insurance taken out by the corporation

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 41 of the Act.

NOTE: Please refer to the Corporation’s Resolutions & Disclaimer

An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent at the address listed below:

This Statement was prepared on behalf of Community Corporation 26676 Inc by



.....
Andrea Pearsons - Strata Manager
Adcorp Property Group
231 Greenhill Road
Dulwich SA 5065

Owner Ledger

Start Date: 01/12/2022
End Date: 31/12/2026
Owners: One only

Community Corporation 26676 Inc

60-68 Augustine Street, MAWSON LAKES SA 5095

Lot 11 Unit 11 Mr E B & Mrs S R Eldridge

UE / AE: 640.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Sinking Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/01/2023	Quarterly	Quarterly Admin/Sinking Levy - 1/01/2023 - 31/03/2023	128.00	128.00	6.40	6.40	9.72	0.00%	Standard	Normal	None
2	01/04/2023	Quarterly	Quarterly Admin/Sinking Levy - 1/04/2023 - 30/06/2023	128.00	128.00	6.40	6.40	0.00	0.00%	Standard	Normal	None
3	01/07/2023	Quarterly	Quarterly Admin/Sinking Levy - 1/07/2023 - 30/09/2023	128.00	128.00	6.40	6.40	0.00	0.00%	Standard	Normal	None
4	01/10/2023	Quarterly	Quarterly Admin/Sinking Levy - 1/10/2023 - 31/12/2023	128.00	128.00	6.40	6.40	9.04	0.00%	Standard	Normal	None
5	01/01/2024	Quarterly	Quarterly Admin/Sinking Levy 01/01/2024 - 31/03/2024	138.67	138.67	6.40	6.40	4.29	0.00%	Standard	Normal	None
6	01/04/2024	Quarterly	Quarterly Admin/Sinking Levy 01/04/2024 - 30/06/2024	138.67	138.67	6.40	6.40	0.00	0.00%	Standard	Normal	None
7	01/07/2024	Quarterly	Quarterly Admin/Sinking Levy 01/07/2024 - 30/09/2024	138.67	138.67	6.40	6.40	0.00	0.00%	Standard	Normal	None
8	01/10/2024	Six-monthly	Six-monthly Admin/Sinking Levy 01/10/2024 - 31/03/2025	329.60	0.00	12.80	0.00	0.00	0.00%	Standard	Normal	None
9	01/04/2025	Six-monthly	Six-monthly Admin/Sinking Levy 01/04/2025 - 30/09/2025	329.60	0.00	12.80	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$342.40

Interest on levy arrears \$10.83

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Sinking Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
23/06/2023	39706	Receipt	Banked		384.27	9.26	19.21	0.46	0.00		413.20		1, 2, 3, 4

12/03/2024	48682	Receipt	Banked	407.16	12.71	19.29	0.62	0.00	439.78	4, 5, 6, 7
18/06/2024	52115	Receipt	Banked	136.58	0.00	6.30	0.00	0.00	142.88	7



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	ST503129
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	25/05/2024 to 25/05/2025 at 4:00pm
The Insured	COMMUNITY CORPORATION NO 26676 INC
Situation	60 AUGUSTINE STREET MAWSON LAKES SA 5095

Policies Selected

Policy 1 – Community Property

Community property: \$285,000
Community income: \$42,750
Common area contents: \$0

Policy 2 – Liability to Others

Limit of liability: \$20,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Limit of liability: \$500,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

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



Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

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

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

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

Date Printed

20/09/2024

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

Balance Sheet

As at 17/12/2024

Community Corporation 26676 Inc

60-68 Augustine Street, MAWSON LAKES SA 5095

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	3,847.53
Owners Equity--Admin	934.43
	<u>4,781.96</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	300.14
Owners Equity--Sinking	3,912.89
	<u>4,213.03</u>
Net owners' funds	<u><u>\$8,994.99</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	4,452.36
Receivable--Levies--Admin	329.60
	<u>4,781.96</u>
Sinking Fund	
Cash at Bank--Sinking	4,200.23
Receivable--Levies--Sinking	12.80
	<u>4,213.03</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u><u>8,994.99</u></u>
Less liabilities	
Administrative Fund	<u>0.00</u>
Sinking Fund	<u>0.00</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u><u>0.00</u></u>
Net assets	<u><u>\$8,994.99</u></u>

13 August 2024

**Minutes of Annual General Meeting
for Community Corporation 26676 Inc
60-68 Augustine Street, MAWSON LAKES SA 5095**

Held 10:00 PM, on Tuesday, 03 September 2024, via Teleconference.

1 ATTENDANCE

Unit	Owner Name	Representative
3	Lachlan Etherton	
4	G Fuda	Proxy to Adcorp
5	Kieran & Shelley O'Connell	Proxy to Adcorp
6	B Koh & W Liu	Proxy to Adcorp
7	FUDA Property Holdings	Proxy to Coral Sandord-Realize
9	Monajit & Rima Roy	
11	Sophie Eldridge	
13	Dinesh Jeganathan	
14	Jay Justin Hoklas	Proxy to Adcorp

2 QUORUM

A quorum was present and the meeting commenced at 10:00 AM with 9 of the 14 units in attendance by person or by proxy. It was agreed that Fran Jones of Adcorp Property Group assist the presiding officer by conducting the meeting on their behalf.

UNANIMOUS

3 OFFICE BEARERS

It was resolved that the following Office Bearers be appointed for the coming year:

Presiding Officer: Sophie Eldridge
Secretary: Sophie Eldridge
Treasurer: Valentino Fuda

4 MANAGEMENT COMMITTEE

It was resolved to appoint a Management Committee comprising the office bearers, with authority to approve day to day maintenance and upkeep of the common areas.

5 MINUTES

Minutes of the last Annual General Meeting, held 6/09/2023 were accepted as a true and correct record.

6 MATTERS ARISING

Nil.

7 INSURANCE

The Body Corporate Manager advised that they cannot guide the corporation on the amount of cover required, and does not accept responsibility for the sum insured. Legislation requires the corporation to insure the buildings/common property for the full replacement value including removal of debris etc and loss of rent. This can be ascertained by an insurance valuation, however the decision to appoint a valuer or determine the renewal amount rests with the body corporate. The Body Corporate Manager explained that Adcorp is required to obtain clear instructions for the renewal of insurance.

The Body Corporate Manager also explained the importance of the continuity to comply with the body corporate's legal responsibilities, and that he can only give general advice not personal advice. The Body Corporate Manager also emphasized the importance of having enough insurance to cover the common property

according to increases in value. The corporation resolved to give the Body Corporate Manager a standing direction to renew insurance in accordance with the resolution made at the AGM or other special meeting.

The Body Corporate Manager advised owners that as general advice they should seek professional insurance advice about arranging their own building insurance cover, including contents insurance cover, for the following reasons. The corporation's policy does not cover the building, curtains and window treatments, floor coverings and light fittings as these are classed as contents. Secondly, the corporation's policy covers public liability for events occurring on common property but not on owners' property such as inside their unit, their porch, balcony, carport, back yard etc.

That is, they are not covered for Legal/Public Liability for events in their own property. The Body Corporate Manager also advised that their tenant's contents policy only covers the tenant's interests and does not cover the owner's interest. For all these reasons the Body Corporate Manager urged owners to seek professional insurance advice about their own insurance cover.

Following the meeting, Adcorp Property Group made available copies of the current FSG & PDS documentation. Owners were advised that the FSG & PDS documents are also available for viewing and download from the insures website and www.adcorpgroup.com.au

Smoke Detectors

The Body Corporate Manager reminded Owners present that all units must be fitted with approved smoke detectors. This is an owner responsibility and owners should seek advice from the Fire Department or employ an electrician to check the smoke detectors.

**The corporation's insurance is currently with
Policy No.ST503129
CHU Underwriting Agencies Pty Ltd
Type : Common Property**

Premium : \$1,121.73 Paid on : 27/03/2024 Start : 25/05/2024 Next due : 25/05/2025

Cover	Sum Insured	Excess
Common Property	\$82,500.00	\$300.00
Public Liability	\$20,000,000.00	\$300.00
Voluntary Workers	\$200,000/2,000	\$300.00
Fidelity Guarantee	\$100,000.00	\$300.00
Office Bearers Liability	\$500,000.00	\$300.00
Flood Cover	Included	\$300.00

Last Valuation: \$75,000 30/04/2016 G Kurtze Pty Ltd

Following discussion on these matters it was resolved that the following insurance be organised on behalf of the Body Corporate:

New insurance valuation: It was resolved to arrange a new insurance valuation forthwith.

Common cover: It was resolved to adjust the common area cover to equal the new insurance valuation, effective as soon as it is received.

Office Bearers' cover: It was resolved to maintain cover at \$500,000 to indemnify all office bearers against any loss suffered directly or indirectly from the result of their appointment.

Legal Liability cover: It was resolved to maintain cover at \$20,000,000 at renewal.

Catastrophe cover: It was resolved to decline to have cover at renewal. UNANIMOUS

Lot Owners Insurance

In line with the corporation's By-Laws, all owners are responsible for insuring the buildings and improvements including within their own respective lot.

8 FINANCIAL REPORT

It was resolved that the financial reports, for the period ending 30/06/2024 having been circulated, tabled and discussed, be adopted.

Motion Carried

It was noted that as at the day of the meeting the corporation has the following cash at bank amounts

Administration Fund:	\$2,240.69
Sinking Fund	\$4,013.03

9 APPOINTMENT OF BODY CORPORATE MANAGER

Adcorp Property Group Pty Ltd were reappointed as Body Corporate Managers for the next twelve months to assist the strata corporation and office bearers, at the fee of \$4,576.00 including GST, per annum plus disbursements and audit fees, and costs as per Schedule One in the Body Corporate Management Agreement.

Any elected Office Bearer is authorised to sign the Management Agreement on behalf of the body corporate. Adcorp Property Group explained that should the management agreement not be returned, signed, within 14 days of the meeting, then the agreement will be deemed as signed. Adcorp Property Group will stamp the agreement with the Body Corporate's common seal and place on file.

Further, it was agreed that Adcorp Property Group, may now charge a recovery fee for overdue accounts as follows:

Overdue notices:-

- a. Stage 1 debt recovery \$22.00 (inclusive of GST) after 30 days from due date,
- b. Stage 2 debt recovery \$27.50 (inclusive of GST) after 60 days from due date,
- c. Stage 3 debt recovery \$33.00 (inclusive of GST) after 90 days from due date,
- d. Interest charged at 15 % per annum on overdue levies and debts after 30 days from due date.

Legal action charges

All court charges and fees and any costs awarded by the court.

UNANIMOUS

It was resolved that these costs (including all costs incurred by the strata corporation for recovery work) will be debited against the relevant unit holder as an amount due and owing to the corporation.

UNANIMOUS

It was further agreed that where a special meeting is required to consider approvals for individuals, that person shall pay all costs of the meeting.

UNANIMOUS

10 REPAIRS AND MAINTENANCE

Gutter and Downpipe Clean

Owner responsibility.

Stormwater Clean

The owners agreed to continue with Starks Plumbing for the annual cleaning of the three grates in the common driveway.

Sump Pump

The owners agreed for Starks Plumbing to attend in March 2025 for the annual cleaning of the sump pump.

Grounds Maintenance

Owners requested a gardener attends as needed to maintain the common areas.

Termites

Owners are asked to be vigilant and report any new activity to the Body Corporate Manager.

11 PROJECTED MAINTENANCE

After discussion it was agreed not to arrange a sinking fund forecast at this time.

12 BUDGET & CONTRIBUTION AMOUNTS

Adcorp presented a forecast of projected expenditure and proposed that contribution amounts for the Administration Fund be \$ 10,300.00, and that contribution amounts for the Sinking Fund be \$ 400.00 for the coming year

After discussion it was resolved that the annual contribution amount be:

Administration Fund	\$ 10,300.00
Sinking Fund	\$ 400.00

Contributions are to be raised **by unit entitlement** in **Six-monthly** instalments, the first such instalment being due on **1/10/2024** and subsequent instalments being due on **1/04/2025**

Motion Carried

13 BY LAWS (approvals & policies)

Adcorp reminded all Owners present, that the articles and policies of the Body Corporate are binding on the corporation, its owners, occupiers, and invitees to the complex.

14 OTHER BUSINESS

Hard Rubbish

The Body Corporate Manager informed all owners that if there is any depositing of hard rubbish in the common areas, to contact Adcorp immediately. If the owners of the hard rubbish cannot be located, then the gardener will put the rubbish on the verge for a local council collection.

Post AGM note: The City of Sailsbury have two hard rubbish collections per unit per year provided free of charge.

Back Enclosure

The back enclosure area can be used to store rubbish bins, however no hard rubbish. This area is for common use only.

Registered Plans

The registered plans have been attached for all owners perusal. Please note the areas not marked on the plan are common. To deposit hard rubbish in these areas are a breach of the Community Titles Act 1996 and a finable per offense up to \$500 per breach.

15 DATE OF NEXT MEETING

The next Annual General Meeting has been scheduled for

DATE: **August 2025**
TIME: **10:00 PM**
VENUE: **Teleconference**

It was noted that the above date and time may change throughout the course of the year subject to availability.

16 MEETING CLOSE

There being no further business, all owners and guests were thanked for their attendance and the meeting closed at 10:30 AM .

ANNUAL REPORTS

for the financial year to 30/06/2024

Community Corporation 26676

60-68 Augustine Street, MAWSON LAKES SA 5095

Manager: Fran Jones

	Page
Balance Sheet	1
Income/Expenditure Statement	2

Balance Sheet

As at 30/06/2024

Community Corporation 26676 Inc

60-68 Augustine Street, MAWSON LAKES SA 5095

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	985.31
Owners Equity--Admin	(50.88)
	<u>934.43</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	401.25
Owners Equity--Sinking	3,511.64
	<u>3,912.89</u>
Net owners' funds	<u><u>\$4,847.32</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	2,786.94
	<u>2,786.94</u>
Sinking Fund	
Cash at Bank--Sinking	3,998.39
	<u>3,998.39</u>
Unallocated Money	<u>0.00</u>
Total assets	<u><u>6,785.33</u></u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	1,852.51
	<u>1,852.51</u>
Sinking Fund	
Prepaid Levies--Sinking	85.50
	<u>85.50</u>
Unallocated Money	<u>0.00</u>
Total liabilities	<u><u>1,938.01</u></u>
Net assets	<u><u>\$4,847.32</u></u>

Income/Expenditure Statement
for the financial year
to 30/06/2024

Community Corporation 26676 Inc

60-68 Augustine Street, MAWSON LAKES SA 5095

Administrative Fund

Current period

01/07/2023-30/06/2024

Revenue

Interest on Arrears--Admin	26.42
Interest--Bank	64.50
Levies Due--Admin	8,333.36
Total revenue	8,424.28

Less expenses

Admin--Agent Disbursements	894.60
Admin--Auditors--Audit Services	259.00
Admin--Auditors--Taxation Services	190.00
Admin--Bank Charges	40.00
Admin--Management Fees--Standard	3,596.64
Admin--Meeting Fee	330.00
Insurance--Premiums	1,121.73
Utility--Meter Reading (Water)	1,007.00
Total expenses	7,438.97

Surplus/Deficit 985.31

Opening balance (50.88)

Closing balance \$934.43

Sinking Fund

Current period

01/07/2023-30/06/2024

Revenue

Interest on Arrears--Sinking	1.25
Levies Due--Sinking	400.00

Total revenue	<u>401.25</u>
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Less expenses

Total expenses	<u>0.00</u>
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Surplus/Deficit	<u>401.25</u>
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Opening balance	3,511.64
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Closing balance	<u><u>\$3,912.89</u></u>
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**Minutes of Annual General Meeting
for Community Corporation 26676 Inc
60-68 Augustine Street, MAWSON LAKES SA 5095**

Held 10:30 AM, on Monday, 28 August 2023, at Via Teleconference .

ATTENDANCE

Lot #	Unit #	Attendance	Owner Name	Representative
1	1	Yes	Dhayanand Manoharan & Sona Thangavelu	By Proxy to Adcorp
4	4	Yes	G Fuda	By Proxy to Adcorp
5	5	Yes	Kieran B O'Connell & Shelley C O'Connell	
8	8	Yes	Colin S & Wayan Bates	
13	13	Yes	Leah Rebecca Bartley	

QUORUM

A quorum was not in attendance at 10:30 AM with only 5 of the 14 owners in attendance in person or by proxy and the meeting was adjourned until Wednesday 6 September 2023 at 10:30 AM within Via Teleconference

General Discussion took place until 11:00 AM

Minutes of Adjourned Annual General Meeting for Community Corporation 26676 Inc 60-68 Augustine Street, MAWSON LAKES SA 5095

Held at 10:00 AM, on Wednesday 6 September 2023, at Via Teleconference

1 ATTENDANCE

Lot #	Unit #	Attendance	Owner Name	Representative
1	1	Yes	D Manoharan & S Thangavel	By Proxy to Adcorp
4	4	Yes	G Fuda	By Proxy to Adcorp
6	6	Yes	B Koh & W Liu	By Proxy to Adcorp
13	13	Yes	Leah Rebecca Bartley	By Proxy to Adcorp

2 QUORUM

A quorum was present and the meeting commenced at 10:00 AM. It was agreed that Martin O'Neill of Adcorp Property Group assist the presiding officer by conducting the meeting on their behalf.

UNANIMOUS

3 OFFICE BEARERS

It was resolved that the following Office Bearers be appointed for the coming year:

Presiding Officer:	S Eldridge
Secretary:	S Eldridge
Treasurer:	V Fuda

UNANIMOUS

4 MANAGEMENT COMMITTEE

It was resolved to appoint a Management Committee comprising the office bearers, with authority to approve day to day maintenance and upkeep of the common areas.

5 MINUTES

It was resolved that the Minutes of the last meeting, held 9 August 2023 having been circulated, tabled and read be accepted as a true and accurate record of the proceedings of that meeting.

UNANIMOUS

6 MATTERS ARISING

Nil

7 INSURANCE

The Body Corporate Manager advised that they cannot guide the corporation on the amount of cover required, and does not accept responsibility for the sum insured. Legislation requires the corporation to insure the buildings/common property for the full replacement value including removal of debris etc and loss of rent. This can be ascertained by an insurance valuation, however the decision to appoint a valuer or determine the renewal amount rests with the body corporate. The Body Corporate Manager explained that Adcorp is required to obtain clear instructions for the renewal of insurance.

The Body Corporate Manager also explained the importance of the continuity to comply with the body corporate's legal responsibilities, and that he can only give general advice not personal advice. The Body Corporate Manager also emphasized the importance of having enough insurance to cover the property according to increases in value. The corporation resolved to give the Body Corporate Manager a standing direction to renew insurance in accordance with the resolution made at the AGM or other special meeting.

The Body Corporate Manager advised owners that as general advice they should seek professional insurance advice about arranging their own insurance cover, including contents insurance cover, for the following reasons. The corporation's policy does not cover curtains and window treatments, floor coverings and light fittings as these are classed as contents. Secondly, the corporation's policy covers public liability for events occurring on common property but not on owners' property such as inside their unit, their porch, balcony, carport, back yard etc.

That is, they are not covered for Legal/Public Liability for events in their own property. The Body Corporate

Manager also advised that their tenant's contents policy only covers the tenant's interests and does not cover the owner's interest. For all these reasons the Body Corporate Manager urged owners to seek professional insurance advice about their own insurance cover.

Owners were advised that the FSG & PDS documents are available for viewing and download from the insurer's website.

Smoke Detectors

The Body Corporate Manager reminded Owners present that all units must be fitted with approved smoke detectors. This is an owner responsibility and owners should seek advice from the Fire Department or employ an electrician to check the smoke detectors.

**The corporation's insurance is currently with
Policy No.ST503129
CHU Underwriting Agencies Pty Ltd
Type : Common Property
Broker :**

Premium : \$1,081.18 Paid on : 06/04/2023 Start : 25/05/2023 Next due : 25/05/2024

Cover	Sum Insured	Excess
Common Property	\$82,500.00	\$300.00
Public Liability	\$20,000,000.00	\$300.00
Voluntary Workers	\$200,000/2000	\$300.00
Fidelity Guarantee	\$100,000.00	\$300.00
Office Bearers Liability	\$500,000.00	\$300.00
Flood Cover	Included	\$300.00

Last Valuation: \$75000 30/04/2016 G Kurtze Pty Ltd

Following discussion on these matters it was resolved that the following insurance be organised on behalf of the Body Corporate:

New insurance valuation: It was resolved not to arrange a new insurance valuation forthwith

Common Property Cover: It was resolved to increase the sum insured to \$82,500.00 at renewal.

Office Bearers' cover: It was resolved maintain cover at \$500,000.00, and the community corporation to indemnify all office bearers against any loss suffered directly or indirectly from the result of their appointment.

Legal Liability cover: It was resolved to maintain cover at \$20,000,000.00.

UNANIMOUS

8 FINANCIAL REPORT

The financial report, for the period ending 30/06/2023, was accepted as a true and correct record.

UNANIMOUS

9 APPOINTMENT OF BODY CORPORATE MANAGER

Adcorp Property Group Pty Ltd were reappointed as Body Corporate Managers for the next twelve months to assist the strata corporation and office bearers, at the fee of \$3,652.00 including GST, per annum plus disbursements and audit fees, and costs as per Schedule One in the Body Corporate Management Agreement.

Any elected Office Bearer is authorised to sign the Management Agreement on behalf of the body corporate. Adcorp Property Group explained that should the management agreement not be returned, signed, within 14 days of the meeting, then the agreement will be deemed as signed. Adcorp Property Group will stamp the agreement with the Body Corporate's common seal and place on file.

Further, it was agreed that Adcorp Property Group, may now charge a recovery fee for overdue accounts as follows:

Overdue notices:-

- Stage 1 debt recovery \$22.00 (inclusive of GST) after 30 days from due date,
- Stage 2 debt recovery \$27.50 (inclusive of GST) after 60 days from due date,
- Stage 3 debt recovery \$33.00 (inclusive of GST) after 90 days from due date,
- Interest charged at 15 % per annum on overdue levies and debts after 30 days from due date.

Legal action charges

All court charges and fees and any costs awarded by the court.

UNANIMOUS

It was resolved that these costs (including all costs incurred by the strata corporation for recovery work) will be debited against the relevant unit holder as an amount due and owing to the corporation.

UNANIMOUS

It was further agreed that where a special meeting is required to consider approvals for individuals, that person shall pay all costs of the meeting.

UNANIMOUS

10 REPAIRS AND MAINTENANCE
Sump Maintenance

The members present requested that the sump maintenance be carried out in March 2024 by Stark Plumbing.

Cleaning/ Grounds Maintenance

The members present resolved that upon instruction from the Management Committee, Adcorp can arrange for adhoc tidy up of the common area.

11 PROJECTED MAINTENANCE

After discussion it was agreed not to arrange a sinking fund forecast at this time

12 BUDGET & CONTRIBUTION AMOUNTS

Adcorp presented a forecast of projected expenditure and proposed that contribution amounts for the Administration Fund be \$ 8,500.00, and that contribution amounts for the Sinking Fund be \$ 400.00 for the coming year

After discussion it was resolved that the annual contribution amount be:

Administration Fund	\$ 8,500.00
Special Levy	\$ 0.00/0.00
Sinking Fund	\$ 400.00

Contributions are to be raised by lot entitlement in Six-monthly instalments, the first such instalment being due on **01/01/2024** and subsequent instalments being due on **01/07/2024**

Motion Carried

13 BY LAWS (approvals & policies)

Owners were reminded that for any "Prescribed Works" (an alteration and/or addition to the external appearance of a building or structure), that approval is required by way of Special Resolution at a duly convened meeting. It was recommended that owners submit written applications to the Body Corporate Manager detailing intended scope of works (where appropriate the application should include any style, colour, dimensions, position and imagery of intended works).

It was further noted that where an additional meeting is required, that the cost to arrange such a meeting would be borne by the relevant Unit Owners.

Adcorp reminded all Owners present, that the articles and policies of the Body Corporate are binding on the corporation, its owners, occupiers, and invitees.

14 OTHER BUSINESS

Owners were reminded of the following resolutions previously adopted by the Corporation.

- Corporation records to be destroyed in line with COMMUNITY TITLES REGULATIONS 2011 - REG 23
- Special Levy Authority
- Interest charges apply to contributions more than 30 days overdue (15% p.a)
- Authority to appoint debt collectors to recover debts at the cost of the relevant debtor
- Bank charges will be levied against owners where search fees are required to determine the origin of unidentified monies
- Contractors must have current insurances and appropriate licenses

Owners are reminded to ensure that contact details and method of delivery are kept up to date at all times and are requested (if convenient) to receive correspondence electronically.

15 DATE OF NEXT MEETING

The next Annual General Meeting has been scheduled for

DATE: **On a date to be confirmed in July 2024**

TIME: **10:30 AM**

VENUE: **Via Teleconference**

Offices of Adcorp Property Group, 231 Greenhill, Road, Dulwich, SA, 5065.

It was noted that the above date and time may change throughout the course of the year subject to availability.

16 MEETING CLOSE

There being no further business, all owners and guests were thanked for their attendance and the meeting closed at 10:30 AM .

ANNUAL REPORTS

for the financial year to 30/06/2023

Community Corporation 26676

60-68 Augustine Street, MAWSON LAKES SA 5095

Manager: Fran Jones

	Page
Balance Sheet	1
Income/Expenditure Statement	2

Balance Sheet

As at 30/06/2023

Community Corporation 26676 Inc

60-68 Augustine Street, MAWSON LAKES SA 5095

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(202.23)
Owners Equity--Admin	151.35
	<u>(50.88)</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	395.50
Owners Equity--Sinking	3,116.14
	<u>3,511.64</u>
Net owners' funds	<u><u>\$3,460.76</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	1,817.39
	<u>1,817.39</u>
Sinking Fund	
Cash at Bank--Sinking	3,605.05
	<u>3,605.05</u>
Unallocated Money	<u>0.00</u>
Total assets	<u>5,422.44</u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	1,868.27
	<u>1,868.27</u>
Sinking Fund	
Prepaid Levies--Sinking	93.41
	<u>93.41</u>
Unallocated Money	<u>0.00</u>
Total liabilities	<u>1,961.68</u>
Net assets	<u><u>\$3,460.76</u></u>

Income/Expenditure Statement
for the financial year
to 30/06/2023

Community Corporation 26676 Inc

60-68 Augustine Street, MAWSON LAKES SA 5095

Administrative Fund

Current period

01/07/2022-30/06/2023

Revenue

Interest on Arrears--Admin	9.26
Interest--Bank	38.49
Levies Due--Admin	7,750.00
Total revenue	7,797.75

Less expenses

Admin--Agent Disbursements	747.60
Admin--Auditors--Audit Services	231.00
Admin--Auditors--Taxation Services	190.00
Admin--Bank Charges	30.00
Admin--Management Fees--Standard	3,288.20
Admin--Meeting Fee	120.00
Insurance--Premiums	1,081.18
Maint Bldg--Cleaning	627.00
Maint Bldg--Letter Boxes	566.50
Maint Bldg--Plumbing--Drains & Sewers	181.50
Utility--Meter Reading (Water)	937.00

Total expenses **7,999.98**

Surplus/Deficit **(202.23)**

Opening balance 151.35

Closing balance **-\$50.88**

Sinking Fund

Current period

01/07/2022-30/06/2023

Revenue

Interest on Arrears--Sinking	0.46
Levies Due--Sinking	395.04

Total revenue	<u>395.50</u>
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Less expenses

Total expenses	<u>0.00</u>
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Surplus/Deficit	<u>395.50</u>
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Opening balance	3,116.14
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Closing balance	<u><u>\$3,511.64</u></u>
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TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

1 OF 24

COMMUNITY BY-LAWS -
DEVELOPMENT NO. 361/C185/10

BY - LAWS
FOR PRIMARY PLAN

Allotment 2 in DP 79043
60-68 Augustine Street, Mawson Lakes SA 5095

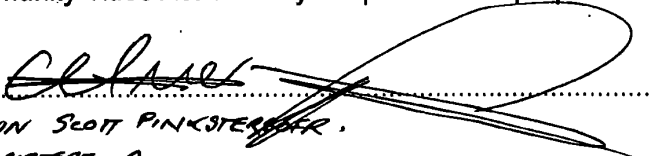
COMMUNITY PLAN NO. C 26676

Developer: H.P.G. PROJECTS PTY LTD ACN 129 324 498
PO Box 841, Prospect East SA 5082

CERTIFICATE

**Certificate as to preparation of scheme description, by-laws or
development contracts**

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


.....
GAVIN SCOTT PINKSTERBOER,
REGISTERED CONVEYANCER,
102 SOUTH ROAD
WEST HINDMARSH SA 5007

COMMUNITY SCHEME BY-LAWS

PLAN NO. 26676

1. Interpretation

1.1. In these By-Laws:

- 1.1.1. "Act" means the Community Titles Act 1996;
- 1.1.2. "Common Property" has the same meaning as set out in the Act;
- 1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;
- 1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;
- 1.1.5. "Corporation" means Community Corporation No.26676 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6. "Council" means the City of Salisbury ABN 82 615 416 895 of 12 James Street, Salisbury SA 5108;
- 1.1.7. "Develop" means:
 - 1.1.7.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and
 - 1.1.7.2. "Development" has a like meaning;
- 1.1.8. "Encumbrance" means Memorandum of Encumbrance No.11514757 registered on Certificate of Title Register Book Volume 6021 Folio 877 in favour of the Lot Encumbrancee, a copy of which is attached hereto as Annexure A.
- 1.1.9. "HPG" means H.P.G. Projects Pty Ltd ACN 129 334 498 of 100 Churchill Road, Prospect SA 5082.
- 1.1.10. "Lot" means a community Lot being part of the Community Scheme;
- 1.1.11. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- 1.1.12. "Lot Encumbrancee" means the Land Management Corporation established under the *Public Corporations (Land Management Corporation) Regulations 1997 (SA)*;
- 1.1.13. "Lot Owner" means the owner of a Lot;
- 1.1.14. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
- 1.1.15. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner;

1.2. In these By-Laws except to the extent that the context otherwise requires:

- 1.2.1. words importing the singular number include the plural and vice versa;
- 1.2.2. words importing any gender include other genders;
- 1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
- 1.2.4. references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.2.5. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;
- 1.2.6. where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
- 1.2.7. these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
- 1.2.8. if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

- 2.1.1. The Corporation is responsible for the administration, management and control of the Common Property.
- 2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
 - 2.1.2.1. the fixing of contribution amounts from Lot Owners;
 - 2.1.2.2. appointment of a Manager under by-law 2.1.3; and
 - 2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.
- 2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:

- 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
- 2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.

2.1.4. Lot Owner Contributions

- 2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).
- 2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.
- 2.1.4.3. The Corporation may, by ordinary resolution-
 - 2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and
 - 2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

2.2. Use and enjoyment of the Common Property

- 2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.
- 2.2.2. Lot Owners, Occupiers, and Invitees must not:
 - 2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;
 - 2.2.2.2. without the prior approval in writing of the Corporation, subject to Clause 2.2.3 below, mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;
 - 2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;
 - 2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
 - 2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;
 - 2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;

- 2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;
- 2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;
- 2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;
- 2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
- 2.2.2.11. sing, busk or play a musical instrument on Common Property;
- 2.2.2.12. repair, wash, paint, panel-beat or otherwise work an any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
- 2.2.2.13. preach to or harangue other people;
- 2.2.2.14. obstruct any footpath, road or walkway;
- 2.2.2.15. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 2.2.2.16. be inadequately clothed when on Common Property;
- 2.2.2.17. use any language or behave in a manner likely to cause offence or a nuisance to others;
- 2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or
- 2.2.2.19. fail to comply with any rules issued by the Corporation concerning use of the Common Property.
- 2.2.3. Any Development on the Common Property owned by the Community Corporation must be approved by the Lot Encumbrancee as if the Common Property was subject to the Encumbrance registered over each Lot within the Community Division.
- 2.2.4. No fence, barrier, dwelling, storage shed, garage, carport, nor any other structure shall be erected upon or within the Common Property.
- 2.2.5. Clauses 2.2.3 and 2.2.4 of these By-Laws shall not be altered or deleted without the prior written consent of the Lot Encumbrancee.
- 2.2.6. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.
- 2.2.7. The Corporation may:
 - 2.2.7.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and
 - 2.2.7.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.3. Use and Enjoyment of Community Lots

2.3.1. The Lots are subject to the Encumbrance, in favour of the Lot Encumbrancee.

2.3.2. A Lot Owner, Occupier or Invitee must:

- 2.3.2.1. not use any Lot for any non-residential purpose unless the use has been approved by the Corporation;
- 2.3.2.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);
- 2.3.2.3. use the Lot in accordance with the Development Act 1993;
- 2.3.2.4. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
- 2.3.2.5. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;
- 2.3.2.6. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or
- 2.3.2.7. not bring objects or materials onto a Lot of a kind which are likely to cause justified offence to other members of the Corporation community or store on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);
- 2.3.2.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):
 - 2.3.2.8.1. change the use or character of a Lot; or
 - 2.3.2.8.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
 - 2.3.2.8.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or
 - 2.3.2.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
- 2.3.2.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.2.10. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
 - 2.3.2.10.1. during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or

- 2.3.2.10.2. where an advertising sign is associated with the sale of a Lot;
 - 2.3.2.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
 - 2.3.2.11.1. keeping gutters and downpipes clear and free of leaves or other debris;
 - 2.3.2.11.2. repainting as necessary;
 - 2.3.2.11.3. replacing or repairing damaged or decaying materials; and
 - 2.3.2.11.4. replacing or repairing broken or cracked windows and doors;
 - 2.3.2.11.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);
 - 2.3.2.11.6. ensuring that landscaping is kept neat and tidy and free of rubbish;
 - 2.3.2.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
 - 2.3.2.13. where fencing between two or more Community Lots is in need of replacement, ensure that it will be replaced by fencing of the same type, design, height and colour, and paid for in accordance with the relevant provisions of the *Fences Act 1975 (SA)*;
 - 2.3.2.14. store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours;
 - 2.3.2.15. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
 - 2.3.2.16. comply with all statutory requirements in relation to the disposal of garbage; and
 - 2.3.2.17. ensure that their invitees are aware of these By-Laws and ensure that their invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.
- 2.3.3. Lot Owners may alter the landscaping on their respective Lot, subject to the following rules:
- 2.3.3.1. no trees will be planted which would exceed a height of five metres;
 - 2.3.3.2. no tree shall be planted closer to a building on a Lot than its potential maximum height;
 - 2.3.3.3. all trees, shrubs and bushes and other plants will be kept neatly trimmed so as not to appear unruly; and
 - 2.3.3.4. dead plants or shrubs will be removed and replaced with a plant or shrub of a similar type.

3. Corporation's Obligation to Maintain Common Property

- 3.1. The Corporation must:

- 3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;
 - 3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
 - 3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;
- and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

- 3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.
- 3.3. If any air-conditioning plant and equipment which exclusively services any particular Lot is located wholly or partly on Common Property, then the Owner of that Lot will be responsible for and will pay the running costs and maintenance and repair of that plant and equipment, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

- 4.1. A person must not without the prior approval of the Corporation:
 - 4.1.1. make any structural changes or additions on or to a Lot; or
 - 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.
- 4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.
- 4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.
- 4.4. A Lot Owner must maintain its Lot:
 - 4.4.1. in accordance with the Development Plan of the local Council;
 - 4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
 - 4.4.3. in accordance with the Development Act 1993; and
 - 4.4.4. not in breach of these By-Laws.
- 4.5. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the

damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

- 5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.
- 5.2. Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.
- 5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4. The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5. Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.
- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.

6. Use of Roadways and Common Area Parking

- 6.1. If there are any car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 10.6.
- 6.2. No Lot Owner, Occupier or Invitee may:
 - 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;
 - 6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);
 - 6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
 - 6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.

6.3. Road Traffic Act 1961

A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

6.4. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

- 7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and
- 7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8. Insurance

- 8.1. The Corporation will effect and maintain insurances as required by the Act.
- 8.2. Lot Owners will insure their own furniture fittings, equipment and goods.
- 8.3. Each Lot Owner will maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or such higher cover as the Corporation may determine).
- 8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.
- 8.5. No Lot Owner, Occupier or Invitee will do anything to:
 - 8.5.1. void any insurance; or
 - 8.5.2. increase the premium payable for any insurance;maintained by the Corporation.

9. Community Corporation To Supply Water

- 9.1. The Community Corporation will supply each Community Lot with potable water and grey water under a private water supply agreement, the form of which will be as prescribed by the Community Corporation.
- 9.2. Each of the respective grey and potable metered water connections will be connected to private water reticulation systems (potable & grey) installed within the Common Property and will provide water supply (potable & grey) to each Community Lot.
- 9.3. Each dwelling on its respective Lot will be fitted with two private water meters that will incorporate a radio module for remote meter reading (potable & grey).

- 9.4. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.
- 9.5. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.
- 9.6. The cost of reading the meters and generation of accounts by the contractor will be paid by the Community Corporation from the Community Corporation's sinking fund.

10. General provisions

10.1. Management and Advisers

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

10.2. Easements

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

10.3. Tenants to Have Notice of these By-Laws

A copy of these By-Laws (or a précis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

10.4. Corporation May Inspect Lots

10.4.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice be permitted enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

10.5. Changes in Ownership

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

10.6. Offences

- 10.6.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.
- 10.6.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

11. Rules

- 11.1. The management committee of the Corporation, subject to Clause 11.2 below, has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-laws.
- 11.2. Clauses 2.2.3, 2.2.4 and 2.3.1 will not be altered or deleted without the prior written consent of the Lot Encumbrancee.

12. Recovery of Amounts Due

- 12.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.
- 12.2. The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.
- 12.3. The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on business overdraft accounts of less than \$50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.
- 12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 12.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 12.
- 12.7. Subject to the provisions of this By-Law 12, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

13. Indemnity and Release

A person bound by these By-Laws will:

- 13.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in on or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

14. Waiver

No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

15. Notice

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

16. Severance

If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

14 OF 24

COMMUNITY BY-LAWS -
DEVELOPMENT NO. 361/C185/10

INDEX

page

1. Interpretation.....	2
2. Mandatory By-Laws.....	3
3. Corporation's Obligation to Maintain Common Property.....	7
4. Structural Additions, Changes and Colours on a Lot..... Error! Bookmark not defined.	
5. Limitation on Keeping Pets.....	9
6. Use of Roadways and Common Area Parking.....	9
7. Prohibition of disturbance.....	10
8. Insurance.....	10
9. Community Corporation To Supply Water.....	10
10. General provisions.....	11
11. Rules.....	12
12. Recovery of Amounts Due.....	12
13. Indemnity and Release.....	13
14. Waiver.....	13
15. Notice.....	13
16. Severance.....	13

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

15 OF 24

COMMUNITY BY-LAWS -
DEVELOPMENT NO. 361/C185/10

ANNEXURE A

Copy of Encumbrance attached

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

16 OF 24

COMMUNITY BY-LAWS -
DEVELOPMENT NO. 361/C185/10

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17 of 24

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12:30 22-Dec-2010

Fees: \$0.00

Pr Single Copy Only

3 of 4

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Series No.

3 PA

SINGLE COPY ONLY

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA


**MEMORANDUM OF
ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886


Solicitor

AGENT CODE

Lodged by:

ABVO 18

Correction to:

LYNCH MEYER

MSLM

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

-
-
-
-

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

-
-
-
-

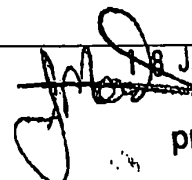

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

Register of Instruments
22/12/2010

Pro. Code	MSM
Registered	12/12/2010
Operator/Assy/Agent	01/01
Fee/Charge	0.00
Stamp Duty	0.00
Other Fees	0.00
Disposal Tax	0.00
Date	22/12/2010

Received at the Office
of the Registrar-General

CORRECTION	PASSED
REGISTERED	 18 JAN 2011 pro  REGISTRAR-GENERAL

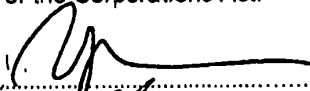
18bf 24

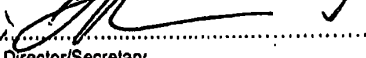
IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed *herein / in Memorandum No. _____ subject to such exclusions and amendments specified herein.

* Delete the Inapplicable

DATED THE 22nd DAY OF December 2010

EXECUTION
EXECUTED by)
HPG PROJECTS PTY LTD)
ACN 129 334 498)
in accordance with Section 127(1))
of the Corporations Act:)


.....
Director


.....
Director/Secretary

19/24
MEMORANDUM OF ENCUMBRANCE**G**Guidance Notes
available**CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

The whole of the land in CT Volume 6021 Folio 877

ESTATE AND INTEREST

Estate in fee simple

ENCUMBRANCES

Nil

ENCUMBRANCER (Full name and address)

HPG Projects Pty Ltd ACN 129 334 498 of PO Box 841, Prospect East SA 5082

(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, address and mode of holding)

Land Management Corporation of Level 8, Riverside Centre, North Terrace, Adelaide SA 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 FOR THE TERM OF THREE THOUSAND NINE HUNDRED AND NINETY NINE (3,999) YEARS
- (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 for the term 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 "B" in the plan deposited in the General Registry Office Numbered GP 24 of 2007.

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

1.1. 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 -

- 1.1.1. erect a building or structure;
- 1.1.2. carry out any siteworks;
- 1.1.3. erect a fence or wall;
- 1.1.4. 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;
- 1.1.5. erect or place any external floodlights or spotlights;
- 1.1.6. construct or create a parking area or otherwise set aside any area for the parking of vehicles; or
- 1.1.7. carry out any landscaping or planting.

1.2. 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.

2. **Encumbrance Building and Development Requirements**

The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 1. But a refusal or a condition cannot be deemed unreasonable if -

- 2.1. the proposal as submitted is contrary to any provision in the Encumbrance Building and Development Requirements; or
- 2.2. 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.

3. **Special building features**

3.1. The Owner must not erect (or cause, suffer or permit the erection of) a building on the land unless the building includes all of the special building features set out and described in the Encumbrance Building and Development Requirements

("Special building features" means features relating to recycling, energy conservation or environmental management, or facilitating the use of computer equipment and innovative technology.)

3.2. The Owner must not submit building 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 3.1 will be met.

3.3. The Owner must not occupy a building on the land (or cause, suffer or permit the building 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 building has been completed in accordance with the requirements of clause 3.1 and the information submitted under clause 3.2.

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

The Owner must not divide the land except with the prior written approval of the Encumbrancee, who must not withhold approval unreasonably.

5. Planning and zoning laws

- 5.1. The land must not be used or developed except in accordance with -
- 5.1.1. any laws relating to planning or zoning from time to time in force; and
 - 5.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- 5.2. 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.

6. No delay

The Owner -

- 6.1. must not permit any undue delay to occur in the commencement or completion of any works approved under clause 1;
- 6.2. must not permit the commencement of the construction of a building approved by the Encumbrancee in accordance with clause 1 on the land to be delayed beyond a time limit of 12 months after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner); and
- 6.3. must not permit the completion of any landscaping or planting approved under clause 1 (including an irrigation system) to be delayed beyond a time limit of thirty (30) days (or such longer period as the Encumbrancee allows, by notice in writing to the Owner) following the date of occupancy or substantial completion of any building, whichever occurs first.

7. Option to buy back

If the construction of a building approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 6.2 (or such further time as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 7.1. 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.
- 7.2. 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%).
- 7.3. The Owner must, within one calendar month after the date of a request under clause 7.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 7.4. The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 7.5. 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.
- 7.6. The price fixed by the Encumbrancee will be payable to the Owner on settlement.

8. No sale or lease before building is completed

- 8.1. Subject to this clause and to clause 14, the Owner must not lease or transfer the land unless a building, approved by the Encumbrancee under clause 1.1, has been completed upon the land.
- 8.2. If a building, approved by the Encumbrancee under clause 1.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-
- 8.2.1. 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 7.2.

8.2.2. 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.

8.2.3. 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.

8.2.4. Until the expiry of the period stated in clause 8.2.2, 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).

8.2.5. 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.

8.3. If a building approved by the Encumbrancee under clause 1.1 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 8.2, then the following provisions will apply:-

8.3.1. 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 7.2 on the same terms and conditions as set out in clause 8.2.

8.3.2. 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).

8.3.3. Settlement must be effected within two calendar months of the exercise of the option.

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

9.1. 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.

9.2. The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.

9.3. The Owner must not permit any carparking area to be used other than for vehicle parking.

9.4. The Owner must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment (except that a bin may be so placed immediately before being emptied or removed).

9.5. The Owner must not permit any goods to be stored or kept between the front of any building erected on the land and the street alignment (except during loading or unloading).

9.6. In this clause, "goods" includes any goods, article, material, equipment or stored vehicle.

10. **Notice to rectify breach**

10.1. 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.

- 10.2. If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clauses 1, 3, 4 or 9; and
- 10.3. the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then
- 10.4. 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
- 10.5. the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

11. **Acknowledgment of building scheme**

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

- 11.1. 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
- 11.2. 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.

12. **Waiver**

- 12.1. The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-
 - 12.1.1. any of the foregoing covenants; or
 - 12.1.2. any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
 - 12.1.3. 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).
- 12.2. A modification, waiver or release under clause 12.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 12.1.1 or 12.1.2.

13. **Release of Owner upon sale**

Once a building has been completed on the land in accordance with the terms of the approval required under clause 1.1, the following provisions will apply -

- 13.1. The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 13.2. Subject to clause 13.3, 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.
- 13.3. Despite a transfer as referred to in clause 13.2, 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.

14. **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:-

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

15. Service of notices

- 15.1. A notice may be served on the Owner either:
- 15.1.1. by posting the notice in a prepaid envelope to the last known address of the Owner; or
 - 15.1.2. If a building has been erected on the land, by leaving the notice at or attached to the dwelling.
- 15.2. 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.
- 15.3. A notice served by post is deemed to have been served two (2) business days after posting.

16. Interpretation

- 16.1. In this instrument:-
- 16.1.1. a reference to any gender includes all genders;
 - 16.1.2. the singular includes the plural and vice versa;
 - 16.1.3. a reference to a person includes a body corporate and vice versa;
 - 16.1.4. a reference to a party includes the heirs, executors, successors or assigns of that party;
 - 16.1.5. "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);
 - 16.1.6. "the Development Zone" means the Development Zone as defined on the front page of this instrument;
 - 16.1.7. "the land" means the land subject to this instrument and includes any part of the land;
 - 16.1.8. "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;
 - 16.1.9. "Council" means the local government body for the area in which the land is situated;
 - 16.1.10. the construction of a building on the land will not be deemed to have commenced until footings for the building have been completed in accordance with an approval given by the Encumbrancee under clause 1.1;
 - 16.1.11. 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:-
 - which do not prevent the building from being reasonably capable of being used for its intended purpose; and
 - 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.
- 16.2. Nothing in this instrument prejudices:-
- 16.2.1. the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or
 - 16.2.2. 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).
- 16.3. The burden of proving compliance with the covenants in this instrument lies on the Owner.

For Orig. LF 11575611



13:19 4-May-2011

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
LF
Series No.
2

Lands Services Group
10:05 06/05/2011 02-007972
REGISTRATION FEE \$121.00

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: PINKSTERBOER & ASSOCIATES PINK

Correction to: PINKSTERBOER & ASSOCIATES PINK


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

1.
2.
3.
4.

PICK-UP NO.	
CP	26676.

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED <i>SM</i>
FILED 10/5/2011 <i>Mark McP...</i>  REGISTRAR-GENERAL	

TERMS OF INSTRUMENT NOT
CHECKED BY LAND TITLES OFFICE

Page 1 of 52

DEVELOPMENT CONTRACT
DEVELOPMENT NO 361/C185/10

DEVELOPMENT CONTRACT

Allotment 2 in DP 79043

60-68 Augustine Street, Mawson Lakes SA 5095

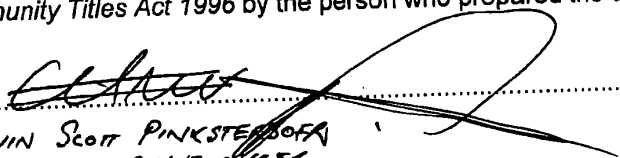
COMMUNITY PLAN NO 26676

Developer: H.P.G. PROJECTS PTY LTD ACN 126 074 637
of PO Box 841, Prospect East SA 5082

CERTIFICATE

Certificate as to preparation of scheme description, by-laws or
development contracts

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


GAVIN SCOTT PINKSTERBOER
REGISTERED CONVEYANCER
102 SOUTH ROAD
WEST HINDMARSH SA 5007

INDEX

	Page
1. Interpretation	3
2. Preliminary Matters.....	4
3. Description of development	4
4. Development Authorisation.....	5
5. Developer's obligations in respect of the Community Lots	5
6. The Developer's obligations in respect of the Common Property	6
7. Services	7
8. Development authorisation	8
9. Developer's undertakings	8
10. Access to the Common Property or Community Lot	8
11. Obligations of the Community Corporation and owners and occupiers of Community Lots.....	8
12. Timing of development work.....	9
13. Other information required by the Regulations	9

1. Interpretation

In this Development Contract:

- 1.1. *Act* means the Community Titles Act 1996;
- 1.2. *By-laws* means the By-laws filed with Community Plan;
- 1.3. *Common Property* means the Common Property defined in the Community Plan;
- 1.4. *Community Lot* means the lots created as Community Lots upon the deposit of the Community Scheme;
- 1.5. *Community Plan* means the primary community division plan deposited at Lands Titles Office in relation to the Land, a copy of which is included in Annexure C;
- 1.6. *Community Scheme* means the community titles scheme comprised in and established by the Community Plan;
- 1.7. *Corporation* means the Community Corporation to be established when the Community Plan is deposited by the Registrar General in the Lands Titles Registration Office;
- 1.8. *Council* means The City of Salisbury;
- 1.9. *Developer* means H.P.G. PROJECTS PTY LTD ACN 126 074 637 of PO Box 841, Prospect East SA 5082 and also includes any subsequent owner(s) of the Land prior to deposit of the Community Plan, and after the deposit of the Community Plan also includes the owner or owners of any Community Lot to which this development contract relates;
- 1.10. *Development Approval* means the full Community Division Development Approval for Development Application No 361/C185/10 issued by the Council under the Development Act 1993 a copy of which is attached hereto as Annexure A;
- 1.11. *Development Lot* means the Development Lot shown on the Community Plan;
- 1.12. *Encumbrance* means the Encumbrance Registration Number 11514757 registered on Certificate of Title Register Book Volume 6021 Folio 877 in favour of the Lot Encumbrancee, a copy of which is attached hereto as Annexure B.
- 1.13. *Land* means land at Allotment 2 Augustine Street Mawson Lakes SA 5095 being the whole of the land comprised in Certificate of Title Register Book Volume 6021 Folio 877;
- 1.14. *Lot Encumbrancee* means the Land Management Corporation established under the Public Corporations (Land Management Corporation) Regulations 1997 (SA);
- 1.15. *Scheme Description* means the Scheme Description filed with the Community Plan;
- 1.16. words importing the singular number include the plural and vice versa;
- 1.17. words importing any gender include other genders;
- 1.18. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
- 1.19. references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.20. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of this Development Contract;

- 1.21. where a word or phrase is given a defined meaning in this Development Contract, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
- 1.22. this Development Contract will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia; and
- 1.23. if any of the provisions of this Development Contract should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of this Development Contract with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from this Development Contract.

2. Preliminary Matters

- 2.1. This Development Contract contains details of the Community Scheme which is proposed to be developed on the Land.
- 2.2. The obligations contained in this Development Contract may only be varied or cancelled in accordance with the provisions of Sections 50, 69(8) or 70(8) of the Act.
- 2.3. This Development Contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the Community Scheme. In particular this Development Contract should be read in conjunction with the Scheme Description and the By-laws.
- 2.4. The terms of this Development Contract are binding on the Developer and any subsequent purchaser of a Community Lot.
- 2.5. Attention is drawn in particular to the By-laws which:
 - 2.5.1. describe the proposed community development;
 - 2.5.2. set out the management rules governing the Community Scheme; and
 - 2.5.3. provide details of the rights and obligations of Community Lot owners under this Community Scheme.
- 2.6. Further particulars about details of the Community Scheme are available at:
 - 2.6.1. the Council, and
 - 2.6.2. the Development Assessment Commission (see Approval No. 361/C185/10 - Development Approval by Council dated 12 January 2011).
- 2.7. The Land (including all Community Lots) is subject to the Encumbrance.

3. Description of development

- 3.1. The land to be developed under this Development Contract comprises the Community Lots, the Development Lot and the Common Property described in the Community Plan being property situated at 60-68 Augustine Street, Mawson Lakes in South Australia and which is currently comprised as the whole of the land comprised in Certificate of Title Register Book Volume 6021 Folio 877.
- 3.2. The Land is to be developed in one stage:
 - 3.2.1. the Land shall be divided into 14 Community Lots as shown in the Primary Plan; and

- 3.3. The development when completed will comprise:
- 3.3.1. 14 vacant community lots to be sold as house and land packages on which two-storey residences will be built by the Lot purchasers;
 - 3.3.2. Community property (the Common Property) which will be used for vacant space, driveway access and services infrastructure.
- 3.4. This Development Contract does not oblige the Developer to build a dwelling or other improvements on any of the Community Lots in the Primary Plan (although the Developer may do so if it wishes).

4. Development Authorisation

- 4.1. The proposed development has, at the date of signing, received full Development Approval under the Development Act 1993 ("Development Approval") subject to various conditions.
- 4.2. The Development Approval involves the community division of the Land into:
- 4.2.1. fourteen (14) Community Lots;
 - 4.2.2. Common Property
- as shown in the Community Plan, together with associated car parking and landscaping on the Lots.
- 4.3. The Developer will develop the roadway and services infrastructure on the Common Property, but will not be obliged to erect any dwelling or other improvements on any Community Lot as a part of its development, although it may do so if it wishes.
- 4.4. The Developer must comply in all respects with the terms of the Encumbrance in obtaining consent by the Lot Encumbrancee (as necessary) to proposed roadway and services infrastructure works, and in relation to the building of the relevant improvements.

5. Developer's obligations in respect of the Community Lots

- 5.1. If the Developer proceeds to build a dwelling on a Community Lot, then the conditions set out in this clause 5 will apply.
- 5.2. The Developer must comply in all respects with the terms of the Encumbrance in obtaining consent by the Lot Encumbrancee (as necessary) to proposed building works and landscaping.
- 5.3. The Developer must also obtain all necessary building and development approvals from Council, and the building works will be undertaken in accordance with the relevant Development Consent and the conditions imposed by the Council in granting that consent, as well as the requirements set out in the By-laws for the development of dwellings on a Community Lot.
- 5.4. Storm water from buildings and paved areas will be disposed of in accordance with the recognised engineering practices.
- 5.5. The Developer will perform the work required in respect of the Community Lots to a fair to average quality standard or to such higher standard as the Developer in the Developer's absolute discretion decides.

6. The Developer's obligations in respect of the Common Property

- 6.1. The Developer will construct improvements on the Common Property in accordance with the conditions contained in Development Application No. 361/C185/10 (a copy of which is included in Annexure A), and in accordance with the approved plans lodged with the relevant development application, except as varied by the conditions of the Development Approval.
- 6.2. Any Development on the Common Property owned by the Community Corporation must be also approved by the Lot Encumbrancee pursuant to the Encumbrance as if the Common Property was subject to the Encumbrance registered over each Lot within the Community Division.
- 6.3. The improvements to be constructed by the Developer on the Common Property will comprise:
 - 6.3.1. a roadway and shared access constructed of paving, concrete or bitumen (to engineer's specifications based on which materials are used) with concrete kerbing or edging;
 - 6.3.2. letterboxes and collection area for rubbish bins adjacent to driveway entrances;
 - 6.3.3. a storm water drainage system designed and constructed to the reasonable satisfaction of the Council; and
 - 6.3.4. infrastructure which will enable Lot Owners to connect power, water, sewerage and telephone services to the boundary of each Community Lot
 - 6.3.5. all as described in the plans and details on which the Development Approval is based.
- 6.4. No landscaping of Common Property is planned and therefore the Developer will have no responsibility to plant shrubs, trees or to perform other landscaping works.
- 6.5. The Developer will perform the work required in respect of the Common Property to a fair to average quality standard or such higher standard as the Developer may in the Developer's absolute discretion decide.

7. Services

- 7.1. Electricity and Telephone
 - 7.1.1. Electricity and telephone infrastructure and wiring is to be provided and installed by the Developer so that each Community Lot is capable of being connected by Lot Owners to electricity and telephone.
 - 7.1.2. Electricity and telephone wiring conduits are to be constructed underground within the Common Property.
 - 7.1.3. Electricity meter boxes for each Community Lot will be housed in the common meter boxes within the Common Property.
 - 7.1.4. Lighting will be provided and installed by the Developer along the access road in order to properly light that area.
- 7.2. Water and Sewerage
 - 7.2.1. Water (both grey and potable water), sewerage and storm water services will be constructed by the Developer underground within the Common Property so that each Community Lot is capable of being connected by Lot Owners to these services.
 - 7.2.2. The Developer will provide and install sewerage services connected to SA Water's sewerage scheme.

7.2.3. Grates and silt traps for storm water will be provided and installed by the Developer as necessary.

7.2.4. Grates and inspection pits for sewerage will be provided and installed by the Developer as necessary.

7.3. Fire Fighting Services

The Developer will provide for such fire fighting services on the Common Property as may be required by the Metropolitan Fire Service.

8. Development authorisation

8.1. Development authorisation under the Development Act has already been applied for to enable the Developer to perform the work set out in this Development Contract, and Development Approval has been obtained.

8.2. If development which is contrary to the Development Approval becomes necessary, the Developer may need to obtain a further development authorisation before proceeding further.

9. Developer's undertakings

9.1. The Developer undertakes that in carrying out the Developer's obligations under this Development Contract, the Developer will interfere as little as is reasonably practicable with the use and enjoyment of the Community Lots and Common Property.

9.2. The Developer undertakes to repair, or to pay the costs of repairing any damage caused by the Developer to the Common Property or to a lot or to any building or other improvement on the Common Property or a Community Lot.

10. Access to the Common Property or Community Lot

10.1. The Developer proposes to obtain access to the Common Property and to the Community Lots by utilisation of the Common Property for that purpose, and by direct access to each Community Lot from the Common Property.

10.2. The Developer reserves the right for himself, his agents, contractors, and employees to:

10.2.1. pass over the Common Property by any means including vehicles to gain access during construction to carry out construction, repair or maintenance; and

10.2.2. to temporarily use Common Property for parking of vehicles and storage of materials during the building development period.

11. Obligations of the Community Corporation and owners and occupiers of Community Lots

The owners and occupiers of a Community Lot and the Corporation must allow the Developer;

11.1. reasonable access over adjoining Community Lots or the Common Property to enable the Developer to fulfil the Developer's obligations under this Development Contract; and

11.2. allow the Developer to erect the necessary signs, fencing and anything else required under any statutory obligation to enable the Developer to complete the Developer's obligations under this Development Contract.

12. Timing of development work

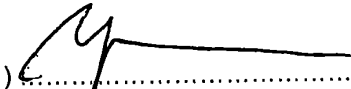
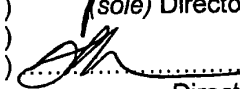
- 12.1. The Developer must cause the building work to be carried out on the Community Lots and the Common Property by the Developer's workers and contractors between Monday to Saturday (inclusive) of each week between the hours of 7 am. and 8.00 pm.
- 12.2. The Developer anticipates fulfilment of the Developer's obligations under this development within 12 months after deposit of the Community Plan at Lands Titles Office.

13. Other information required by the Regulations

No other information is required by the Regulations under the Act.

DATED the 3rd day of May 2011

EXECUTED by
H.P.G. PROJECTS PTY LTD
by authority of the *sole* Director(s)


.....
) (sole) Director/Secretary
)

.....
Director/Secretary

Delete "sole" if more than one director
(Executed under Section 127(1) Corporations Act)

TERMS OF INSTRUMENT NOT
CHECKED BY LAND TITLES OFFICE

DEVELOPMENT CONTRACT
DEVELOPMENT NO 361/C185/10

ANNEXURE A

Copy of the Development Approval is attached

10 of 52

11/2452

Our Ref: 361/2840/2010/CT & 361/C185/10
Contact: Greg Sproule

13 January 2011

HPG Projects Pty Ltd
C/- Pinksterboer & Associates
PO Box 471
KENT TOWN SA 5067

Dear Sir/Madam

DEVELOPMENT NO: 361/2840/2010/CT & 361/C185/10
APPLICANT: HPG Projects Pty Ltd
PROPOSAL: COMMUNITY TITLE
SUBJECT LAND: 60-68 Augustine Street , Mawson Lakes SA 5095

Attached is the Decision Notification for your abovementioned application. Should you have any questions in regard to your application or the enclosed Decision Notification, please do not hesitate to contact me.

You are reminded that Section 86(1)(a) of the Development Act, 1993 provides for a right of appeal to the Environment, Resources and Development Court against this decision, or the imposition of conditions attaching to the authorisation, **within two months** after receipt of this notice (Section 86(4) of the Act).

Please note that any appeal has to be lodged with the Court and **not** with the Council.

Council will not act as a representative for other parties before the Court and Council Officers can provide preliminary advice only regarding the Court's procedures. If you wish to pursue an appeal, you are strongly urged to take professional advice on the matter.

12 of 52

- 2 -

For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 8204 0300.

Yours faithfully

Greg Sproule
DEVELOPMENT OFFICER

15 of 52



**CITY OF SALISBURY
DECISION NOTIFICATION FORM**

Dev No: 361/2840/2010/CT & 361/C185/10

FOR DEVELOPMENT APPLICATION

DATED 10-Dec-2010
REGISTERED ON 10-Dec-2010

APPLICANT HPG Projects Pty Ltd
C/- Pinksterboer & Associates
PO Box 471
KENT TOWN SA 5067

LOCATION OF PROPOSED DEVELOPMENT:

Subject Site: 60-68 Augustine Street , Mawson Lakes SA 5095
Parcel: Lot 2 D 79043
Certificate of Title: CT-6021/877

Nature of Proposed Development:

COMMUNITY TITLE

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions
Provisional Development Plan Consent	GRANTED	NIL
Land Division	GRANTED	THREE
DEVELOPMENT APPROVAL	GRANTED	THREE

Date of Decision: 12-Jan-2011

Signed:

Delegated Officer: Greg Sproule

14 of 52

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

Regulation 42 Eleventh Schedule

Dev No: 361/2840/2010/CT & 361/C185/10

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:

NIL

COUNCIL REQUIREMENTS:

NIL

DEVELOPMENT ASSESSMENT COMMISSION REQUIREMENTS:

1. The financial requirements of the S A Water Corporation shall be met for the provision of water supply and sewerage services. (S A Water 10022/10)
2. Payment of \$73151 shall be made into the Planning and Development Fund (13 lots @ \$5627/lot). Cheques shall be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made on the 5th Floor, Roma Mitchell House, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, or via the internet at www.edala.sa.gov.au
3. A copy of a certified survey plan shall be lodged for Certificate purposes.

Signed:

Delegated Officer: Greg Sproule

Decision Date: 12-Jan-2011

15 of 52

TERMS OF INSTRUMENT NOT CHECKED BY LAND TITLES OFFICE	Page of	DEVELOPMENT CONTRACT DEVELOPMENT NO 361/C185/10
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ANNEXURE B

A copy of the Encumbrance is attached

16 of 52

17 of 92

Form M2

MEMORANDUM OF ENCUMBRANCE

G

Guidance Notes available

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land in CT Volume 6021 Folio 877

ESTATE AND INTEREST

Estate in fee simple

ENCUMBRANCES

Nil

ENCUMBRANCER (Full name and address)

HPG Projects Pty Ltd ACN 129 334 498 of PO Box 841, Prospect East SA 5082

(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, address and mode of holding)

Land Management Corporation of Level 8, Riverside Centre, North Terrace, Adelaide SA 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 FOR THE TERM OF THREE THOUSAND NINE HUNDRED AND NINETY NINE (3,999) YEARS
- (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 for the term 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 "B" in the plan deposited in the General Registry Office Numbered GP 24 of 2007.

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

1.1. 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 -

1.1.1. erect a building or structure;

1.1.2. carry out any siteworks;

1.1.3. erect a fence or wall;

1.1.4. 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;

1.1.5. erect or place any external floodlights or spotlights;

1.1.6. construct or create a parking area or otherwise set aside any area for the parking of vehicles; or

1.1.7. carry out any landscaping or planting.

1.2. 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.

2. **Encumbrance Building and Development Requirements**

The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 1. But a refusal or a condition cannot be deemed unreasonable if -

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

2.2. 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.

3. **Special building features**

3.1. The Owner must not erect (or cause, suffer or permit the erection of) a building on the land unless the building includes all of the special building features set out and described in the Encumbrance Building and Development Requirements

("Special building features" means features relating to recycling, energy conservation or environmental management, or facilitating the use of computer equipment and innovative technology.)

3.2. The Owner must not submit building 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 3.1 will be met.

3.3. The Owner must not occupy a building on the land (or cause, suffer or permit the building 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 building has been completed in accordance with the requirements of clause 3.1 and the information submitted under clause 3.2.

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

The Owner must not divide the land except with the prior written approval of the Encumbrancee, who must not withhold approval unreasonably.

19 of 52

5. **Planning and zoning laws**

- 5.1. The land must not be used or developed except in accordance with -
- 5.1.1. any laws relating to planning or zoning from time to time in force; and
- 5.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- 5.2. 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 grant 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.

6. **No delay**

The Owner -

- 6.1. must not permit any undue delay to occur in the commencement or completion of any works approved under clause 1;
- 6.2. must not permit the commencement of the construction of a building approved by the Encumbrancee in accordance with clause 1 on the land to be delayed beyond a time limit of 12 months after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner); and
- 6.3. must not permit the completion of any landscaping or planting approved under clause 1 (including an Irrigation system) to be delayed beyond a time limit of thirty (30) days (or such longer period as the Encumbrancee allows, by notice in writing to the Owner) following the date of occupancy or substantial completion of any building, whichever occurs first.

7. **Option to buy back**

If the construction of a building approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 6.2 (or such further time as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 7.1. 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.
- 7.2. 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%).
- 7.3. The Owner must, within one calendar month after the date of a request under clause 7.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 7.4. The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 7.5. 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.
- 7.6. The price fixed by the Encumbrancee will be payable to the Owner on settlement.

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

- 8.1. Subject to this clause and to clause 14, the Owner must not lease or transfer the land unless a building, approved by the Encumbrancee under clause 1.1, has been completed upon the land.
- 8.2. If a building, approved by the Encumbrancee under clause 1.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-
- 8.2.1. 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 7.2.

20 of 52

- 8.2.2. 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.
- 8.2.3. 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.
- 8.2.4. Until the expiry of the period stated in clause 8.2.2, 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).
- 8.2.5. 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.
- 8.3. If a building approved by the Encumbrancee under clause 1.1 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 8.2, then the following provisions will apply:-
- 8.3.1. 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 7.2 on the same terms and conditions as set out in clause 8.2.
- 8.3.2. 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).
- 8.3.3. Settlement must be effected within two calendar months of the exercise of the option.
9. **Maintenance of landscaping, paving and parking areas**
- 9.1. 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.
- 9.2. The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.
- 9.3. The Owner must not permit any carparking area to be used other than for vehicle parking.
- 9.4. The Owner must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment (except that a bin may be so placed immediately before being emptied or removed).
- 9.5. The Owner must not permit any goods to be stored or kept between the front of any building erected on the land and the street alignment (except during loading or unloading).
- 9.6. In this clause, "goods" includes any goods, article, material, equipment or stored vehicle.
10. **Notice to rectify breach**
- 10.1. 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

2. of 52

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.

- 10.2. If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clauses 1, 3, 4 or 9; and
- 10.3. the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then
- 10.4. 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
- 10.5. the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

11. Acknowledgment of building scheme

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

- 11.1. 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
- 11.2. 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.

12. Waiver

- 12.1. The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-
 - 12.1.1. any of the foregoing covenants; or
 - 12.1.2. any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
 - 12.1.3. 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).
- 12.2. A modification, waiver or release under clause 12.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 12.1.1 or 12.1.2.

13. Release of Owner upon sale

Once a building has been completed on the land in accordance with the terms of the approval required under clause 1.1, the following provisions will apply -

- 13.1. The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 13.2. Subject to clause 13.3, 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.
- 13.3. Despite a transfer as referred to in clause 13.2, 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.

14. 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:-

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

15. **Service of notices**

- 15.1. A notice may be served on the Owner either:
- 15.1.1. by posting the notice in a prepaid envelope to the last known address of the Owner; or
- 15.1.2. If a building has been erected on the land, by leaving the notice at or attached to the dwelling.
- 15.2. 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.
- 15.3. A notice served by post is deemed to have been served two (2) business days after posting.

16. **Interpretation**

16.1. In this instrument:-

- 16.1.1. a reference to any gender includes all genders;
- 16.1.2. the singular includes the plural and vice versa;
- 16.1.3. a reference to a person includes a body corporate and vice versa;
- 16.1.4. a reference to a party includes the heirs, executors, successors or assigns of that party;
- 16.1.5. "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);
- 16.1.6. "the Development Zone" means the Development Zone as defined on the front page of this instrument;
- 16.1.7. "the land" means the land subject to this instrument and includes any part of the land;
- 16.1.8. "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;
- 16.1.9. "Council" means the local government body for the area in which the land is situated;
- 16.1.10. the construction of a building on the land will not be deemed to have commenced until footings for the building have been completed in accordance with an approval given by the Encumbrancee under clause 1.1;
- 16.1.11. 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:-
 - which do not prevent the building from being reasonably capable of being used for its intended purpose; and
 - 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.

16.2. Nothing in this instrument prejudices:-

- 16.2.1. the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or
- 16.2.2. 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).

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

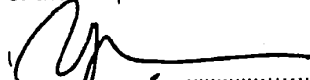
20 of 52


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

* Delete the inapplicable

DATED THE 22nd DAY OF December 2010

EXECUTION
EXECUTED by)
HPG PROJECTS PTY LTD)
ACN 129 334 498)
in accordance with Section 127(1))
of the Corporations Act:)


.....
Director


.....
Director/Secretary

24 of 52

E 11514757



12:30 22-Dec-2010 3 of 4 Fees: \$0.00

P Single Copy Only

E
Series No.
3

SINGLE COPY ONLY

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

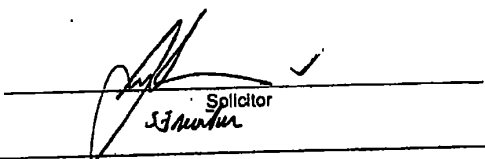
**MEMORANDUM OF
ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886



Splictor
Schneider

AGENT CODE

Lodged by: **ABND 18**

Correction to: **LYNCH MEYER** **MSLM**

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

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

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

ITEM(S)	AGENT CODE


Approval No 1135-2K

Review of ...
Pro Code
Revised
Consolidated
Stamp Duty
Lodged
Date
22/12/2010

CORRECTION PASSED

REGISTERED **JAN 2011**

pro
REGISTRAR-GENERAL



25 of 52


TERMS OF INSTRUMENT NOT CHECKED BY LAND TITLES OFFICE	Page of	DEVELOPMENT CONTRACT DEVELOPMENT NO 361/C185/10
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ANNEXURE C

A copy of the Community Plan is attached

27 of 52

NOT YET APPROVED

PURPOSE: PRIMARY COMMUNITY		AREA NAME: MANSON LAKES		APPROVED:					
MAP REF: 6628032/A		COUNCIL: CITY OF SALISBURY		DEPOSITED:					
LAST PLAN: 079043		DEVELOPMENT NO.: 361/C/185/10/001/28023		 C26676 SHEET 1 OF 2 <small>27919_text_01_v01_version_1</small>					
AGENT DETAILS: JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829		SURVEYORS CERTIFICATION: I JOHN CHARLES BESTED, a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 2nd day of March 2011 John Charles Basted Licensed Surveyor							
AGENT CODE: JCBA REFERENCE: 15736									
SUBJECT TITLE DETAILS:									
PREFIX CT	VOLUME 6021	FOLIO 877	OTHER 	PARCEL ALLOTMENT(S) 	NUMBER 2	PLAN D	NUMBER HUNDRED / IA / DIVISION 79043 YATALA	TOWN 	REFERENCE NUMBER
OTHER TITLES AFFECTED:									
EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION		
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 10 / 2 / 2011									

NOT YET APPROVED

28 4 52

C26676

SHEET 2 OF 2

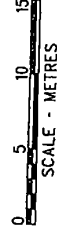
27919_pland_1_V01_Version_1

BEARING DATUM: MGA 94 ZONE 54
DERIVATION: TERTIARY NETWORK

TOTAL AREA : 23333m²



LOCATION PLAN

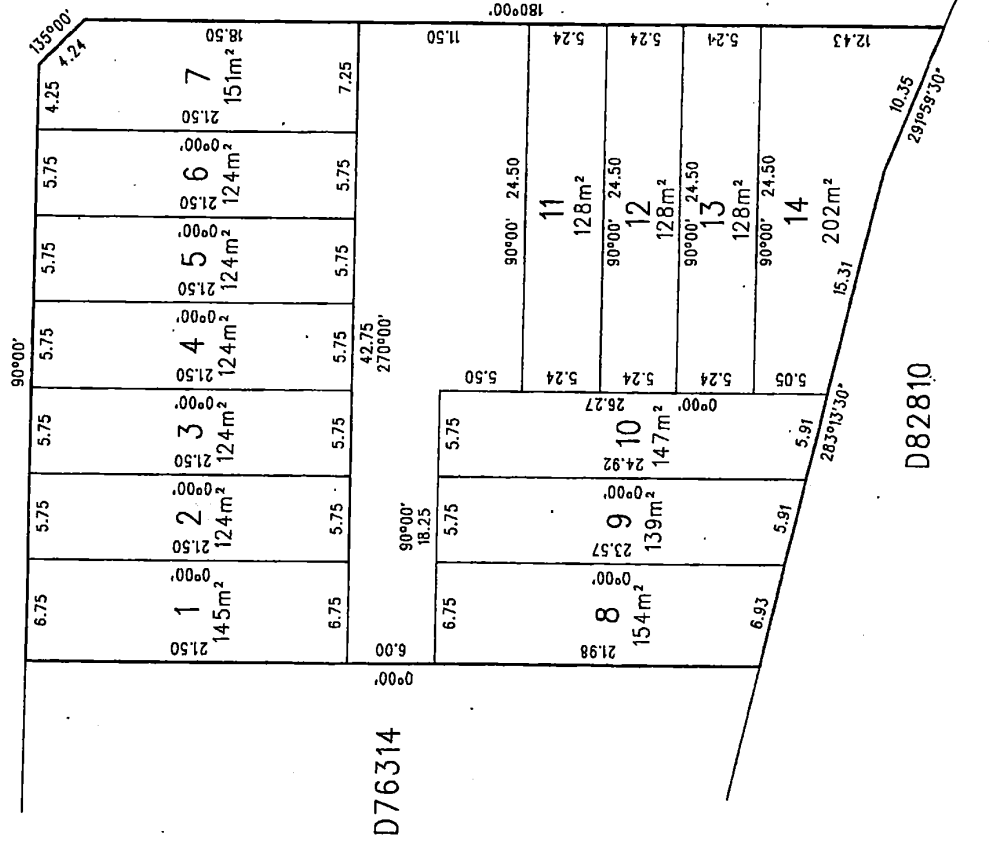


JOHN C BESTED & ASSOCIATES
SURVEYING, ENGINEERING & PLANNING CONSULTANTS
362 MAGILL ROAD, WEST HINDMARSH SA 5012
PHONE (081) 8332 7111 FAX (081) 8364 1629
REF: 15736 DRAWING: 15736-COM VERSION: 2

G.S. PINKSTERBOER & ASSOCIATES
PROPERTY CONVEYANCING & DEVELOPMENT CONSULTANTS
102 SOUTH ROAD, WEST HINDMARSH SA 5012
PHONE (081) 8341 2072 FAX (081) 8241 7901

AUGUSTINE STREET

AUGUSTINE STREET



D76314

D82810

29 of 52

TERMS OF INSTRUMENT NOT CHECKED BY LAND TITLES OFFICE	Page of	DEVELOPMENT CONTRACT DEVELOPMENT NO 361/C185/10
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ANNEXURE E

A copy of the Building Plans are attached

30 of 52

Si. of. 52



City of Salisbury
ABN 82 615 416 895

12 James Street
PO Box 8
Salisbury SA 5108
Australia

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

TTY 08 8406 8596
(for hearing impaired)
www.salisbury.sa.gov.au

12 November 2010

Mehernosh Amrollwala
59-61 Augustine Street
MAWSON LAKES SA 5095

Dear Sir/Madam

APPLICANT: Hot Property Group
APPLICATION NO: 361/2234/2010/2A
SUBJECT SITE: 60-68 Augustine Street, Mawson Lakes SA 5095
PROPOSED DEVELOPMENT: RESIDENTIAL DEVELOPMENT COMPRISING THE CONSTRUCTION OF FOURTEEN (14) TWO STOREY DWELLINGS WITH ASSOCIATED DRIVEWAYS, CARPARKING AND LANDSCAPING

Thank you for your written representation regarding the above development. This letter is to advise you that Council has taken into account the relevant matters associated with this development and has made a decision on the application.

A copy of the Decision Notification Form is attached for your information.

You are reminded that the Development Act 1993 **does not provide** third-parties (ie. those persons who have lodged written representations as a result of the public notification process) with a right of appeal to the Environment, Resources and Development Court against a decision involving a *Category 2 Development*.

Should you require any assistance or further advice, please do not hesitate to contact me.

Yours sincerely

Greg Sproule
Development Officer - Planning
Phone: 08 8406 8295
Fax: 08 8281 5466
Email: gsproule@salisbury.sa.gov.au

32 of 52



City of Salisbury
ABN 82 615 416 895

12 James Street
PO Box 8
Salisbury SA 5108
Australia

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

TTY 08 8406 8596
(for hearing impaired)
www.salisbury.sa.gov.au

12 November 2010

Mark Warnaby
69-Augustine Street
MAWSON LAKES SA 5095

Dear Sir/Madam

APPLICANT: Hot Property Group
APPLICATION NO: 361/2234/2010/2A
SUBJECT SITE: 60-68 Augustine Street, Mawson Lakes SA 5095
PROPOSED DEVELOPMENT: RESIDENTIAL DEVELOPMENT COMPRISING THE CONSTRUCTION OF FOURTEEN (14) TWO STOREY DWELLINGS WITH ASSOCIATED DRIVEWAYS, CARPARKING AND LANDSCAPING

Thank you for your written representation regarding the above development. This letter is to advise you that Council has taken into account the relevant matters associated with this development and has made a decision on the application.

A copy of the Decision Notification Form is attached for your information.

You are reminded that the Development Act 1993 **does not provide** third-parties (ie. those persons who have lodged written representations as a result of the public notification process) with a right of appeal to the Environment, Resources and Development Court against a decision involving a *Category 2 Development*.

Should you require any assistance or further advice, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in black ink, appearing to read "Greg Sproule".

Greg Sproule
Development Officer - Planning
Phone: 08 8406 8295
Fax: 08 8281 5466
Email: gsproule@salisbury.sa.gov.au

33 of 52



City of Salisbury
ABN 82 615 416 895

12 James Street
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TTY 08 8406 8596
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www.salisbury.sa.gov.au

Our Ref: 361/2234/2010/2A
Contact: Greg Sproule

12 November 2010

Hot Property Group
100 Churchill Rd
PROSPECT SA 5082

Dear Sir/Madam

DEVELOPMENT NO: 361/2234/2010/2A
APPLICANT: Hot Property Group
PROPOSAL: RESIDENTIAL DEVELOPMENT COMPRISING THE CONSTRUCTION OF
FOURTEEN (14) TWO STOREY DWELLINGS WITH ASSOCIATED
DRIVEWAYS, CARPARKING AND LANDSCAPING
SUBJECT LAND: 60-68 Augustine Street , Mawson Lakes SA 5095

Please find attached the Development Plan Consent Decision Notification for your abovementioned application. Should you have any questions in regard to your application or the enclosed Decision Notification, please do not hesitate to contact me.

You are reminded that Section 86(1)(a) of the Development Act, 1993 provides for a right of appeal to the Environment, Resources and Development Court against this decision, or the imposition of conditions attaching to the authorisation, within two months after receipt of this notice (Section 86(4) of the Act).

Please note that any appeal has to be lodged with the Court and not with the Council.

Council will not act as a representative for other parties before the Court and Council Officers can provide preliminary advice only regarding the Court's procedures. If you wish to pursue an appeal, you are strongly urged to take professional advice on the matter.

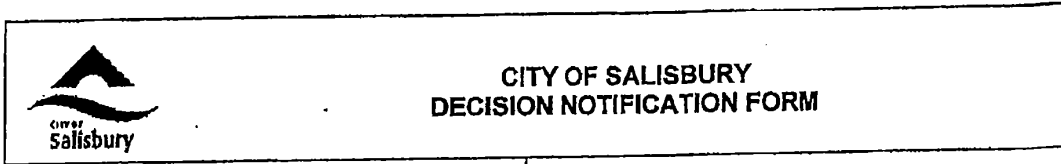
For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 204 0300.

Please note that no work can commence on the land as a result of this decision - this consent is for provisional development plan consent only and relates solely to the assessment of the provisions of the development plan.

Yours faithfully

Greg Sproule
DEVELOPMENT OFFICER

34 of 52



Development Number: 361/2234/2010/2A

FOR DEVELOPMENT APPLICATION

DATED 30-Sep-2010
REGISTERED ON 30-Sep-2010

APPLICANT	Hot Property Group 100 Churchill Rd PROSPECT SA 5082
------------------	------------------------------------------------------------

LOCATION OF PROPOSED DEVELOPMENT:

Subject Site: 60-68 Augustine Street , Mawson Lakes SA 5095
Parcel: Lot 2 D 79043
Certificate of Title: CT-6021/877

Nature of Proposed Development:
RESIDENTIAL DEVELOPMENT COMPRISING THE CONSTRUCTION OF FOURTEEN (14) TWO STOREY DWELLINGS WITH ASSOCIATED DRIVEWAYS, CARPARKING AND LANDSCAPING

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions
Development Plan Consent	GRANTED	FOURTEEN
Building Rules Consent	STILL REQUIRED	-
Other	-	-
DEVELOPMENT APPROVAL	STILL REQUIRED	-

No. of representations: 2
If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: 12-Nov-2010

Signed:

Delegated Officer: Greg Sproule

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

Regulation 42 Eleventh Schedule

Development No: 361/2234/2010/2A

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. 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 designated landscaping areas shall be planted with shade trees, shrubs and ground covers as appropriate to achieve a high level of residential amenity. 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.

3. The carparking layout including car park spaces and aisle widths are to be designed and constructed to comply with AS 2890.1 – Off-street Parking, Part 1 and Austroads "Guide to Traffic Engineering Practice Part 11 – Parking" and AS 2890.2 – 2002 – Facilities for Commercial Vehicles.

Reason: To ensure that the development complies with Standards and Best Engineering Practice

4. The developer shall employ measures to eliminate dust emissions from the site during the construction period so as not to cause nuisance to adjoining residents.

Reason: To preserve the amenity of the locality during construction work.

5. Operating hours for construction equipment and machinery shall be restricted to between 7.00am and 6.00pm.

Reason: To minimise the potential for noise nuisance to nearby residents.

PROVISIONAL DEVELOPMENT PLAN CONDITIONS CONTINUED:

6. All driveways and carparking areas shall be constructed with either brick paving, concrete or bitumen to a standard appropriate for the intended traffic volumes and vehicle types. Individual carparking bays shall be clearly linemarked. Driveways and carparking areas shall be established prior to the approved use commencing and maintained at all times to the satisfaction of Council. Wheel stops should be put in place for the common visitor parking spaces numbers 1 to 7 to prevent vehicles clashing with the wall of dwelling 11.

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

7. 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.

8. 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 principal buildings.

Reason: To enhance the amenity of the locality.

9. Containers, bins or receptacles used for the temporary storage of garbage, waste or refuse arising from the premises, shall be located and/or screened from public view, to the reasonable satisfaction of Council.

Reason: To maintain the amenity of the locality.

10. Detailed engineering site plans showing unit 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 full development approval being granted.

Reason: To ensure that the development complies with Standards, Best Engineering Practice and Council Policy.

11. The finished floor levels for dwellings 1-7 and 11-14 must be a minimum 300 millimetres above the top of kerb level directly adjacent each dwelling. The finished floor level of dwellings 8-10 must be set a minimum of 200 millimetres above the height of the highest point of the common driveway directly adjacent each dwelling.

12. Surface stormwater runoff from the car parks should be collected in a piped drainage system, designed to ARI 10 year, and connected to the provided stub of Council's underground road drainage system.

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

37 of 52

PROVISIONAL DEVELOPMENT PLAN CONDITIONS CONTINUED:

13. *Roof water must be directly separated from the stormwater runoff from the common driveway and parking area. The water quality treatment for stormwater runoff from the driveway and carpark shall be provided by means of a silt trap (as a minimum) installed on the site drainage system prior to discharge to Council's stormwater drainage system.*


Reason: To ensure that the quality of stormwater runoff discharging into Council's downstream drainage system is maintained.

14. *Where possible, the subject site shall be graded towards the roadway with all driveways and pavement areas sloping away from buildings providing an overland surface flowpath to carry the site flood water resulting from the major storm event (ARI = 100 years).*

Reason: To ensure stormwater is disposed of in a controlled manner and to provide some flood protection to the buildings.

PROVISIONAL BUILDING RULES CONDITIONS:

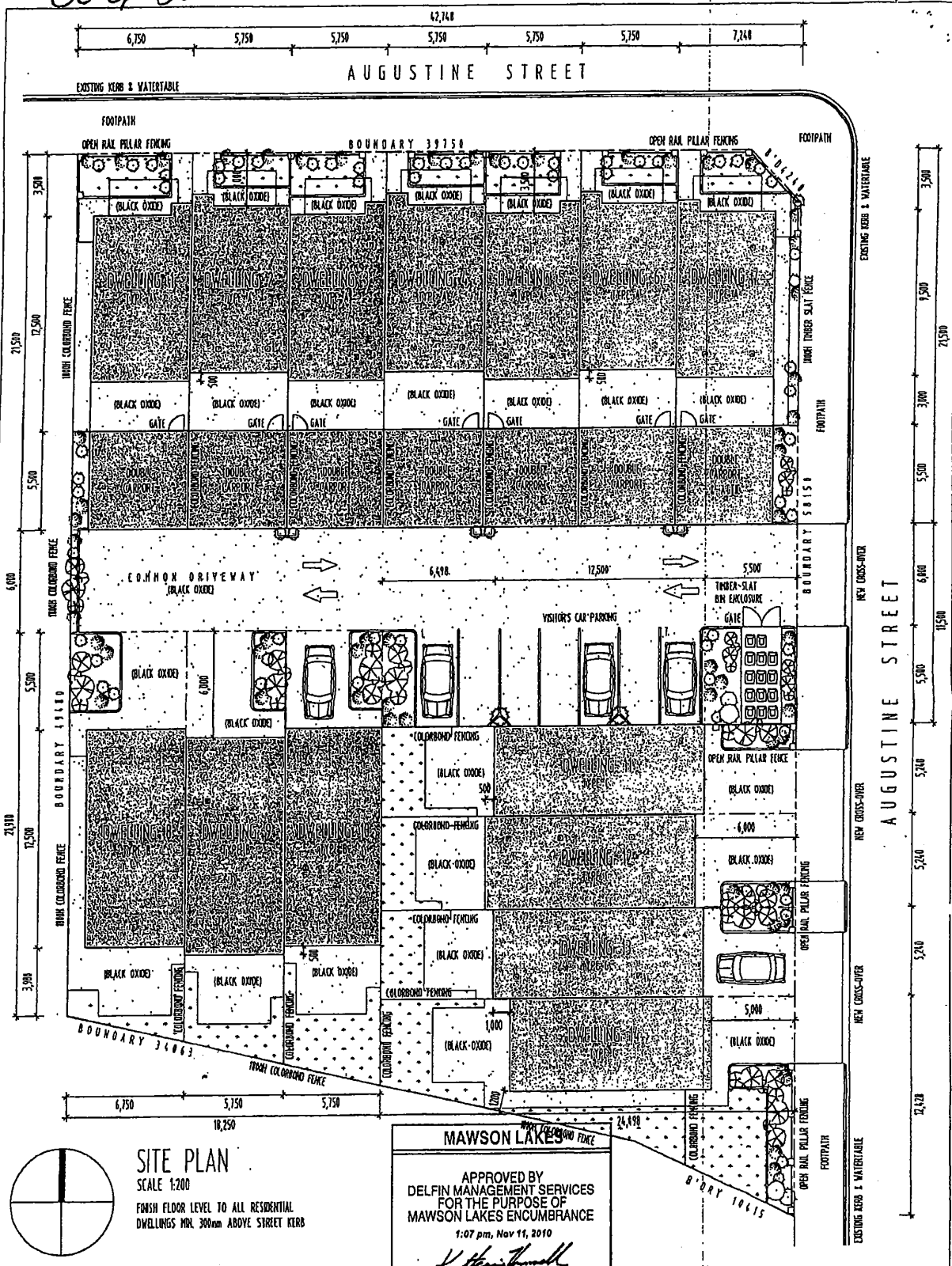
Still Required

Signed:  _____

Delegated Officer: Greg Sproule

Decision Date: 12-Nov-2010

38 of 52



SITE PLAN
SCALE 1:200
FINISH FLOOR LEVEL TO ALL RESIDENTIAL DWELLINGS MIN. 300mm ABOVE STREET KERB

MAWSON LAKES
APPROVED BY DELFIN MANAGEMENT SERVICES FOR THE PURPOSE OF MAWSON LAKES ENCUMBRANCE
1:07 pm, Nov 11, 2010
Katherine Thomall

AMENDMENTS	REV	DATE	COMMENT	OWN	CHK
C	20.09.10		NEW TOP OF KERB NOTE	OF	OF
B	20.09.10		ADDITIONAL PILLAR OPEN RAIL FENCING	OF	OF
A	18.09.10		ISSUED TO DELFIN FOR REVIEW	OF	OF

PROJECT TITLE:
PROPOSED DWELLINGS
(CLIENT:)
HOT PROPERTY GROUP

PROJECT ADDRESS:
LOT 2 AUGUSTINE STREET
MAWSON LAKES 5095

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SHEET TITLE:
SITE PLAN

JOB REFERENCE: 10-HPG
SCALE: 1:200
PAPER: A3

HOT PROPERTY GROUP

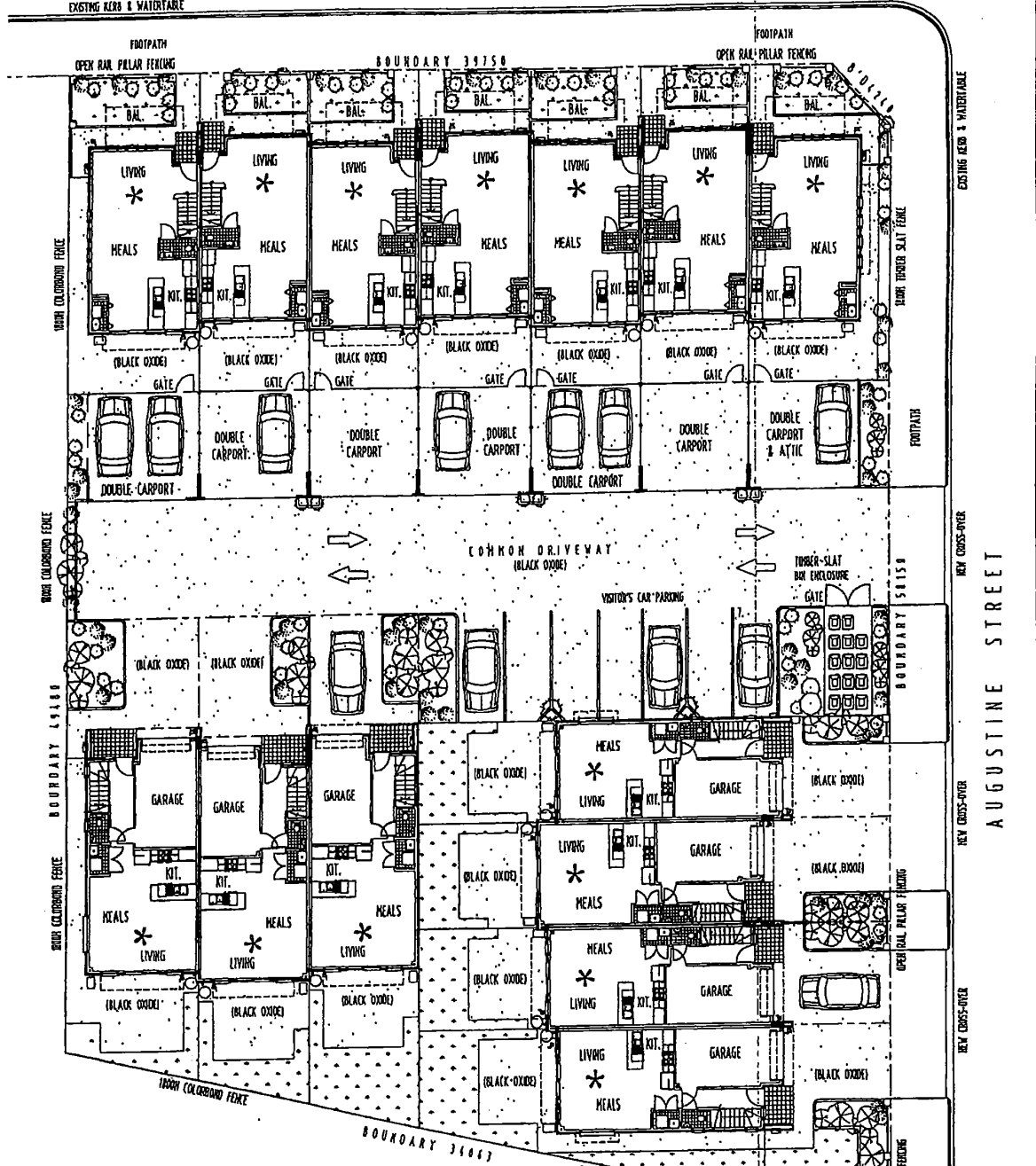
100 Churchhill Road
Prospect
South Australia 5082
www.hotpropertygroup.com.au

P: 08 6443 1321
F: 08 6343 2778

DRAWING NUMBER: PD01
REVISION: C

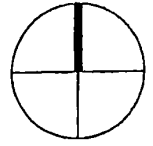
13971 39 of 52

AUGUSTINE STREET



SITE GROUND FLOOR PLAN LAYOUT
SCALE 1:200

FRESH FLOOR LEVEL TO ALL RESIDENTIAL DWELLINGS MIN. 300mm ABOVE STREET KERB



MAWSON LAKES
APPROVED BY DELFIN MANAGEMENT SERVICES FOR THE PURPOSE OF MAWSON LAKES ENCUMBRANCE
1:07 pm, Nov 11, 2010
Katherine Truitt

AMENDMENTS	REV	DATE	COMMENT	DWN	CHK
D	14.01.10		NEW COULING PLAN	DF	DF
C	22.01.10		NEW TOP OF KERB NOTE	DF	DF
B	20.01.10		ADDITIONAL PILLAR OPEN BAL. FENCING	DF	DF
A	18.01.10		ISSUED TO DELFIN FOR REVIEW	DF	DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
LOT 2 AUGUSTINE STREET
MAWSON LAKES 5095

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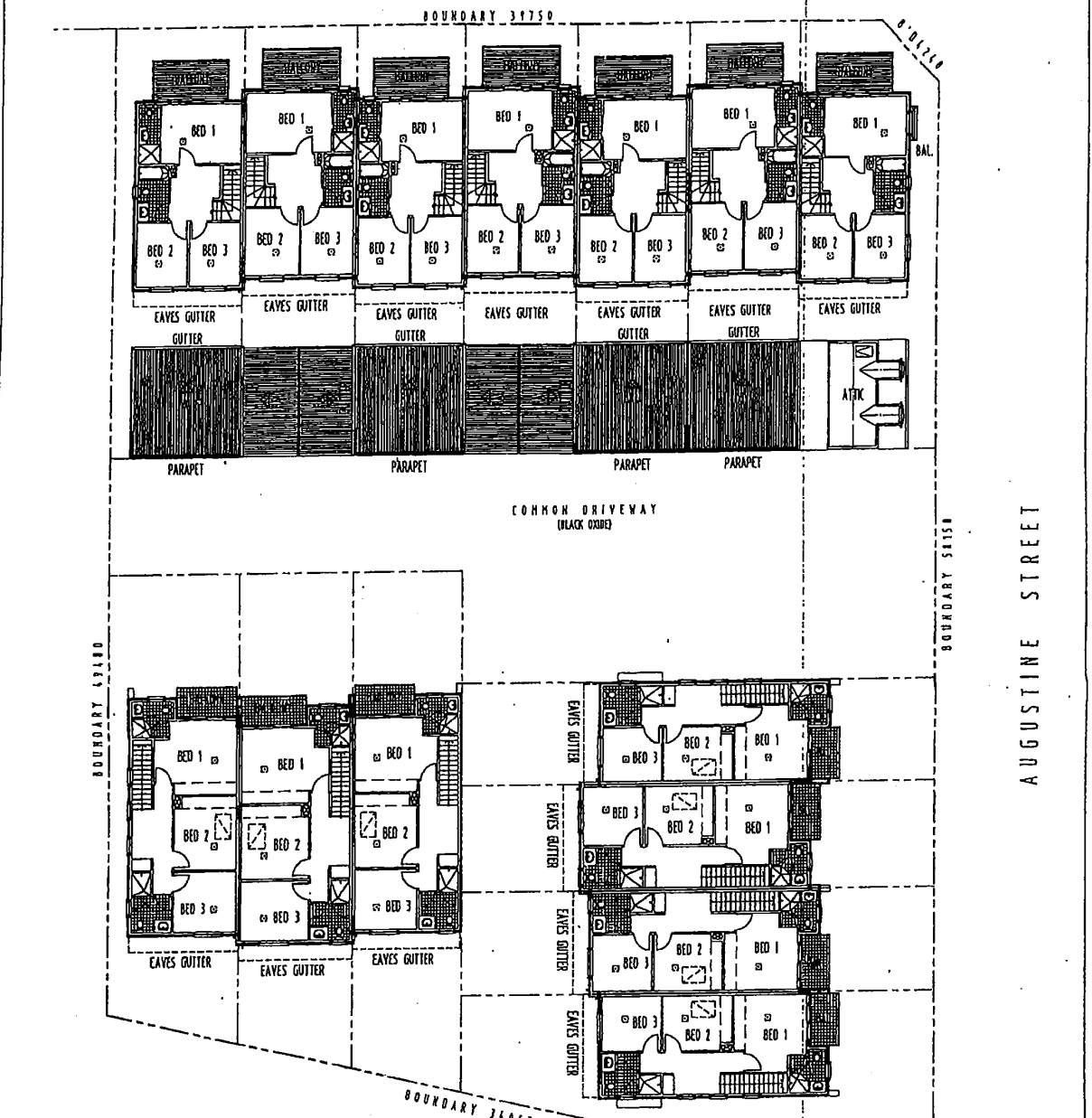
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SITE GROUND FLOOR LAYOUT
FOR REFERENCE:
10-HPG
SCALE:
1:200
PAPER:
A3

HOT PROPERTY GROUP

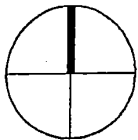
100 Church Road
Prospect
South Australia 5082
www.hotpropertygroup.com.au
P: 08 8483 3231
F: 08 8472 2770
DRAWING NUMBER:
PD02
REVISION:
D

40 of 52

AUGUSTINE STREET



SITE FIRST FLOOR PLAN LAYOUT
SCALE 1:200



MAWSON LAKES
APPROVED BY
DELFIN MANAGEMENT SERVICES
FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE
1:07 pm, Nov 11, 2010
Katherine Thumell

AMENDMENTS		OWN	CHK
REV	DATE	COMMENT	
B	11.10.10	NEW CLOSABLE VISITS	DF DF
A	10.09.10	ISSUED TO DELFIN FOR REVIEW	DF DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
**LOT 2 AUGUSTINE STREET
MAWSON LAKES 5095**

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SITE FIRST FLOOR LAYOUT
JOB REFERENCE:
10-HFG
SCALE:
1:200
PAPER:
A3

HOT PROPERTY GROUP

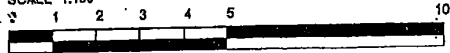
100 Churchill Road
Prospect
South Australia 5112
P: 08 8463 1221
F: 08 8462 2278
www.hotpropertygroup.com.au

DRAWING NUMBER:
PD03
REVISION:
B

41 of 52

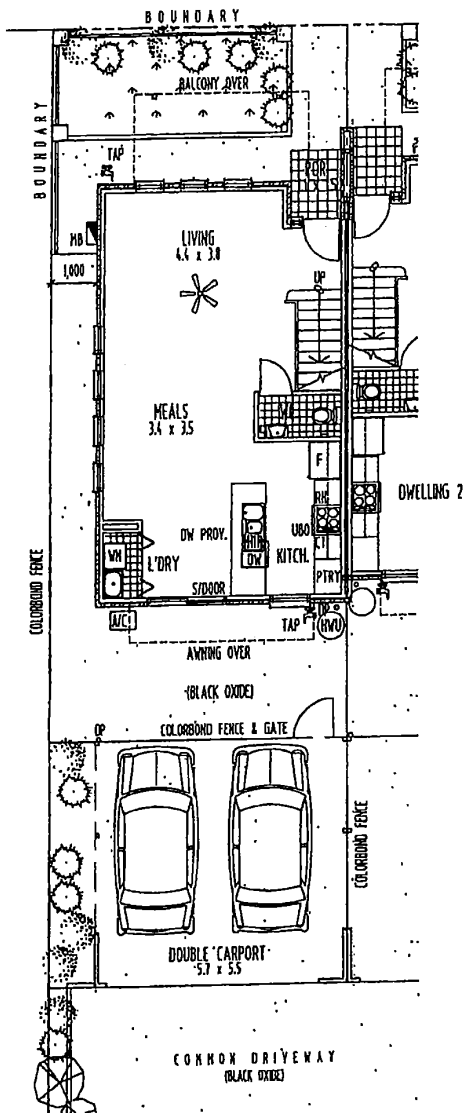
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SCALE 1:100

METRES



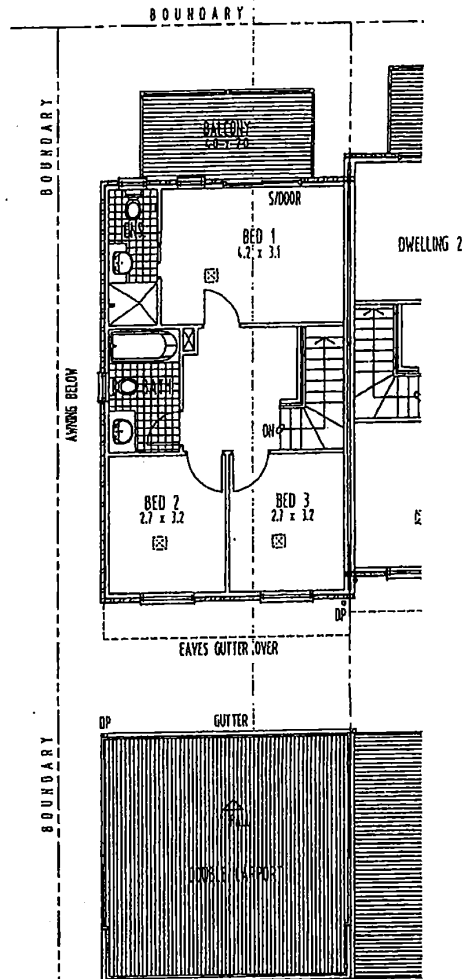
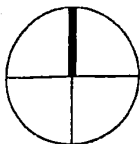
TIMBER FRAME POWERPANEL CONSTRUCTION

AUGUSTINE STREET



GROUND FLOOR
SCALE 1:100

NOTE: PARTI-WALL SHAFT LINING
INSTALLED BETWEEN UNITS AS PER
MANUFACTURER'S SPECIFICATION



FIRST FLOOR
SCALE 1:100

APPROVED BY
DELFIN MANAGEMENT SERVICES
FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE
1:07 pm, Nov 11, 2010
Katherine Thall

AREAS	DWELLING 1
PORCH	1.7
GROUND FLR	53.8
TOTAL	55.5
FIRST FLR	54.6
BALCONY	8.0
CARPORT	31.6
TOTAL	149.7
SITE	145.1
SITE COVERAGE	66.0%
P.O.S. (DR. BAL)	78.2

AMENDMENTS			DFW	CHK
REV	DATE	COMMENT		
C	14.08.10	NEW CEILING FAN, DUCTS & CLOSABLE VENTS	DF	DF
B	28.09.10	OUTLETTD AWNING & BLACK OXIDE NOTE	DF	DF
A	10.09.10	ISSUED TO DELFIN FOR REVIEW	DF	DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
LOT 2 AUGUSTINE STREET
MAWSON LAKES 5095

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SHEET TITLE:
DWELLING 1 - FLOOR PLANS
DW REFERENCE:
10-HPG

SCALE:
1:100

PAPER:
A3

DRAWING NUMBER:
PD05

HOT PROPERTY GROUP



100 Church Road
Prospect
South Australia 5042
www.hotpropertygroup.com.au

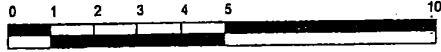
Ph: 08 8465 1221
F: 08 8242 2770

REVISION:
C

42 of 52

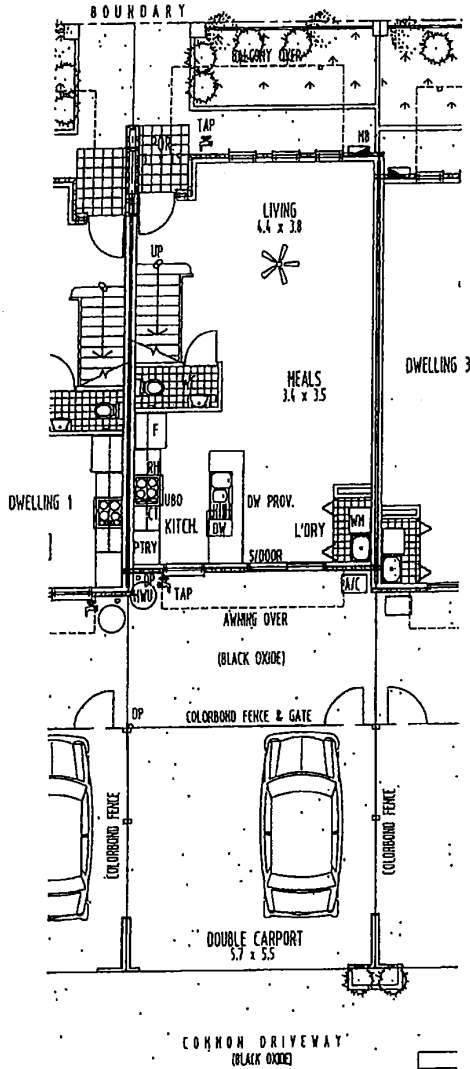
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SCALE 1:100

METRES



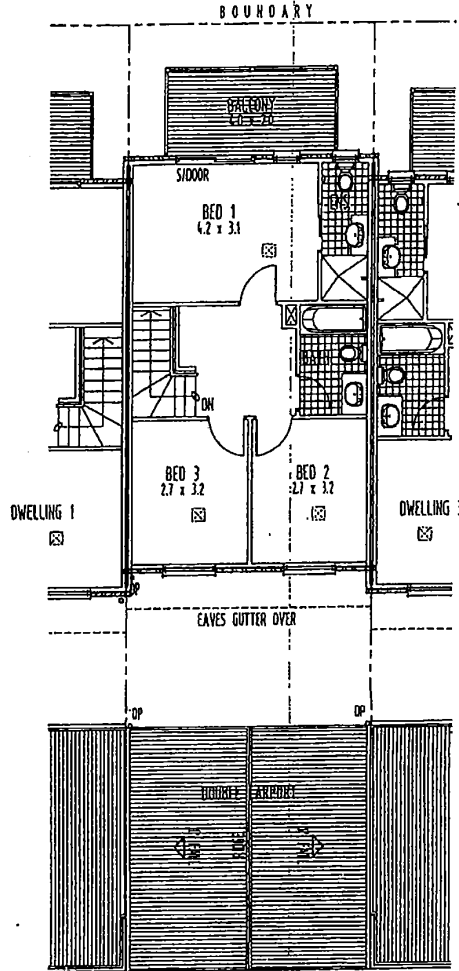
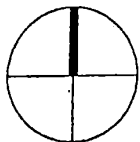
TIMBER FRAME POWERPANEL CONSTRUCTION

AUGUSTINE STREET



GROUND FLOOR
SCALE 1:100

NOTE: PARTI-WALL SHAFT LINING
INSTALLED BETWEEN UNITS AS PER
MANUFACTURER'S SPECIFICATION



FIRST FLOOR
SCALE 1:100

MAWSON LAKES
APPROVED BY
DELFIN MANAGEMENT SERVICES
FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE
1:07 pm, Nov 11, 2010
Katherine Thumell

AREAS	DWELLING 2
PORCH	1.7
GROUND FLR	52.8
TOTAL	54.5
FIRST FLR	51.6
BALCONY	0.9
CARPORIT	31.6
TOTAL	169.7
SITE	123.6
SITE COVERAGE	70.5%
P.O.S. (INC. BAL)	20.2

AMENDMENTS		OWN	CHK
REV	DATE	COMMENT	
C	11.04.10	NEW CEILING FAN, OUTETS & CLOSURE VENTS	DF DF
B	26.01.10	NEW BLACK CODE NOTE	DF DF
A	18.01.10	ISSUED TO DELFIN FOR REVIEW	DF DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
**LOT 2 AUGUSTINE STREET
MAWSON LAKES 5095**

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SHEET TITLE:
DWELLING 2 - FLOOR PLANS
JOB REFERENCE:
10-HPG

SCALE:
1:100

PAPER:
A3

DRAWING NUMBER:
PD06

REVISION:
C

HOT PROPERTY GROUP



100 Churchy Road
Prospect
South Australia 5082
www.hotpropertygroup.com.au

P: 08 8463 1225
F: 08 8342 2778

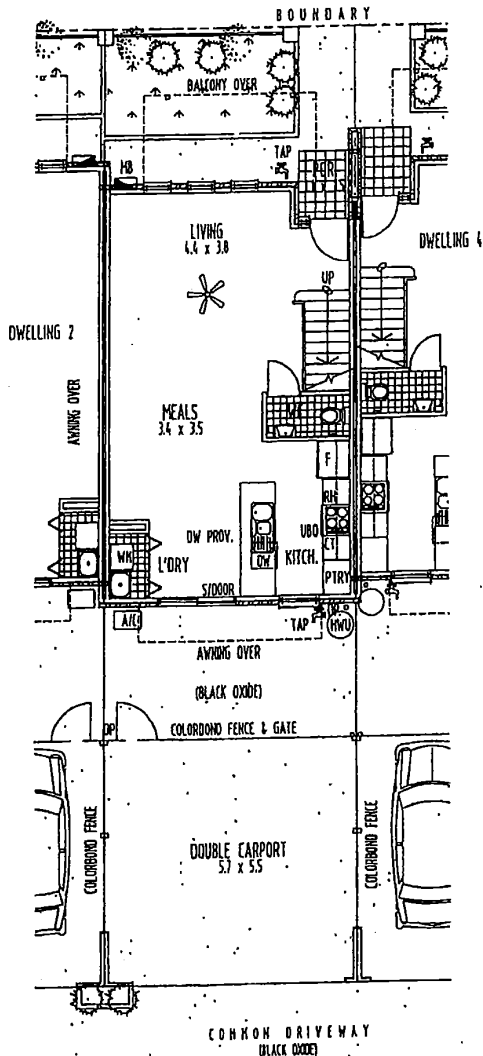
43 of 52

ORIGINAL DRAWING - A3 SIZE SHEET
SCALE 1:100
METRES
0 1 2 3 4 5 10

TIMBER FRAME POWERPANEL CONSTRUCTION

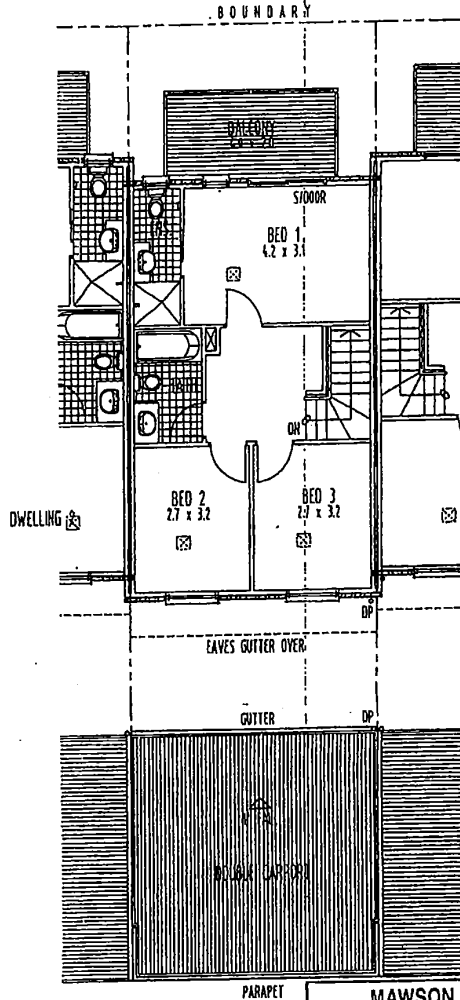
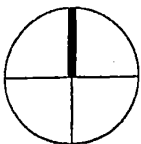
AUGUSTINE STREET

DWELLING 4



GROUND FLOOR
SCALE 1:100

NOTE: PARTI-WALL SHAFT LINING
INSTALLED BETWEEN UNITS AS PER
MANUFACTURER'S SPECIFICATION



FIRST FLOOR
SCALE 1:100

MAWSON LAKES
APPROVED BY
DELFIN MANAGEMENT SERVICES
FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE
1:07 pm, Nov 11, 2010
Kathleen Thornell

AREAS	DWELLING 3
PORCH	1.7
GROUND FLR	53.8
TOTAL	55.5
FIRST FLR	54.6
BALCONY	8.8
CARPOR	31.6
TOTAL	119.7
SITE	123.6
SITE COVERAGE	78.5%
P.O.S. (INC. BAL)	28.2

AMENDMENTS		OWN	CHK
REV	DATE	COMMENT	
C	11.10.10	NEW LEADING PANELS & CLOSABLE VENTS	OF OF
D	27.01.10	NEW BLACK OXIDE NOTE	OF OF
A	14.01.10	ISSUED TO DELFIN FOR REVIEW	OF OF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
**LOT 2 AUGUSTINE STREET
MAWSON LAKES 5095**

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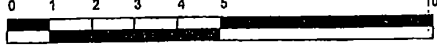
SHEET TITLE:
DWELLING 3 - FLOOR PLANS
JOB REFERENCE:
10-HPG SCALE:
1:100 PAPER:
A3

HOT PROPERTY GROUP

100 Churchill Road
Prospect
South Australia 5042
P: 08 8461 1231
F: 08 8462 2778
www.hotpropertygroup.com.au
DRAWING NUMBER: **PD07** REVISION: **C**

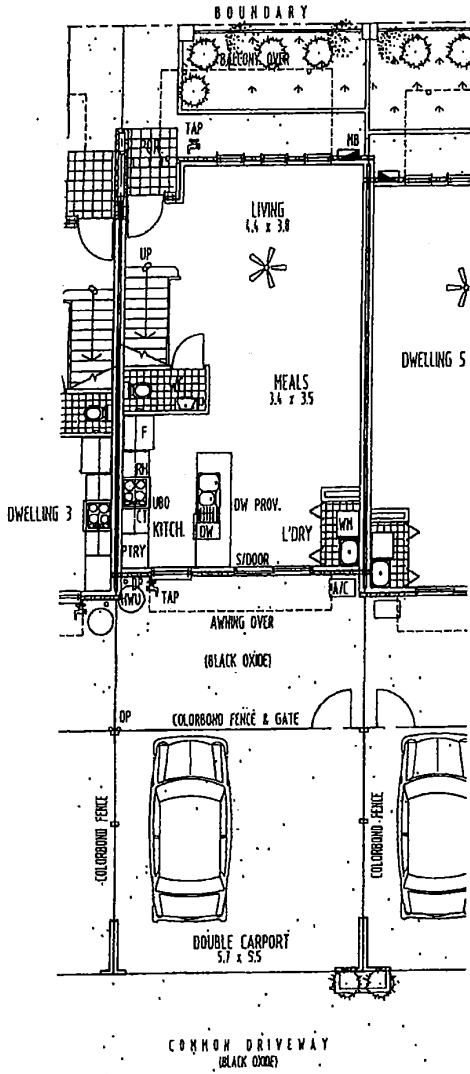
44 of 52

ORIGINAL DRAWING - A3 SIZE SHEET
SCALE 1:100



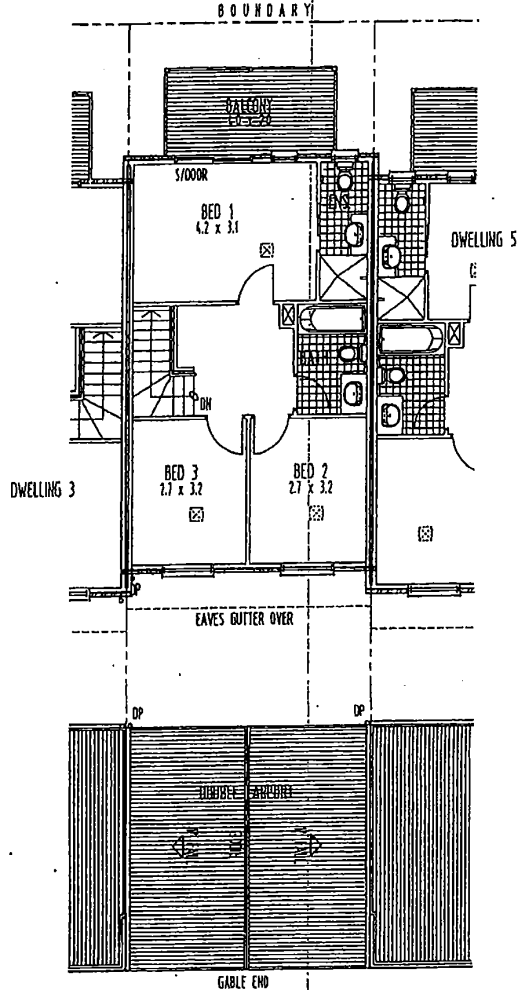
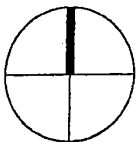
TIMBER FRAME POWERPANEL CONSTRUCTION

AUGUSTINE STREET



GROUND FLOOR
SCALE 1:100

NOTE: PARTI-WALL SHAFT LINING
INSTALLED BETWEEN UNITS AS PER
MANUFACTURER'S SPECIFICATION



FIRST FLOOR

SCALE 1:100 MAWSON LAKES

APPROVED BY
DELFIN MANAGEMENT SERVICES
FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE

1:07 pm, Nov 11, 2010

Kathleen Hindell

AREAS	DWELLING 4
PORCH	1.17
GROUND FLR	53.8
TOTAL	55.5
FIRST FLR	54.6
BALCONY	0.8
CARPORIT	31.6
TOTAL	149.7
SITE	123.6
SITE COVERAGE	78.5%
P.O.S. (PK, BAL)	28.2

AMENDMENTS	REV	DATE	COMMENT	DWN	CHK
C	14.08.10		REV CEILING FAN, DUCTS & CLOSABLE VOHTS	DF	DF
B	20.07.10		REV BLACK OXIDE NOTE	DF	DF
A	12.01.10		ISSUED TO DELFIN FOR REVIEW	DF	DF

PROJECT TITLE:
PROPOSED DWELLINGS
(LUDO):
HOT PROPERTY GROUP

PROJECT ADDRESS:
LOT 2 AUGUSTINE STREET
MAWSON LAKES 5095

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SHEET TITLE:
DWELLING 4 - FLOOR PLANS
JOB REFERENCE:
10-HPG

SCALE
1:100

PAPER:
A3

DRAWING NUMBER:
PD08

HOT PROPERTY GROUP



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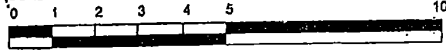
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F: 08 8483 2773

REVISION:
C

45 of 52

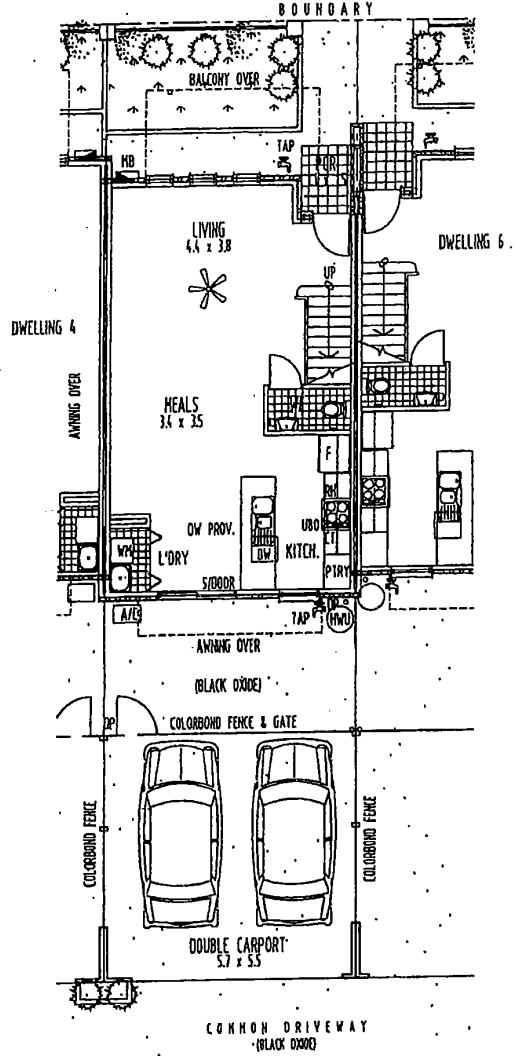
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SCALE 1:100

METRES



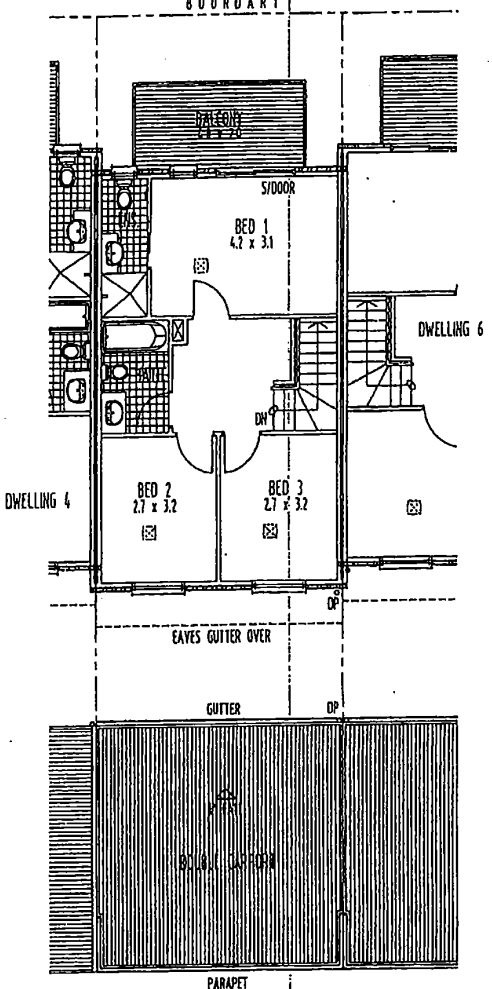
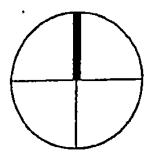
TIMBER FRAME POWERPANEL CONSTRUCTION

AUGUSTINE STREET



GROUND FLOOR
SCALE 1:100

NOTE: PART-WALL SHAFT LINING
INSTALLED BETWEEN UNITS AS PER
MANUFACTURER'S SPECIFICATION



FIRST FLOOR
SCALE 1:100 MAWSON LAKES

APPROVED BY
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FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE
1:07 pm, Nov 11, 2010
Kathleen Threlk

AREAS	DWELLING 5
PORCH	1.7
GROUND FLR	52.0
TOTAL	53.7
FIRST FLR	54.5
BALCONY	0.0
CARPORIT	31.6
TOTAL	149.7
SITE	123.4
SITE COVERAGE	70.5%
P.O.S. (INC. BAL)	28.2

AMENOMENTS			REV	DATE	COMMENT	DWN	CHK
C	11.10.10	NEW CEILING FAN, DUCTS & CLOSABLE VENTS	DF	TF			
D	20.09.10	NEW BLACK COOR NOTE	DF	DF			
A	10.09.10	ISSUED TO DELFIN FOR REVIEW	DF	DF			

PROJECT TITLE:
PROPOSED DWELLINGS
(L&M):
HOT PROPERTY GROUP

PROJECT ADDRESS:
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SHEET TITLE:
DWELLING 5 - FLOOR PLANS

JOB REFERENCE:
10-HPG

SCALE:
1:100

PAPER:
A3

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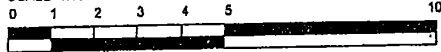
DRAWING NUMBER: PD09

REVISION: C

46 of 52

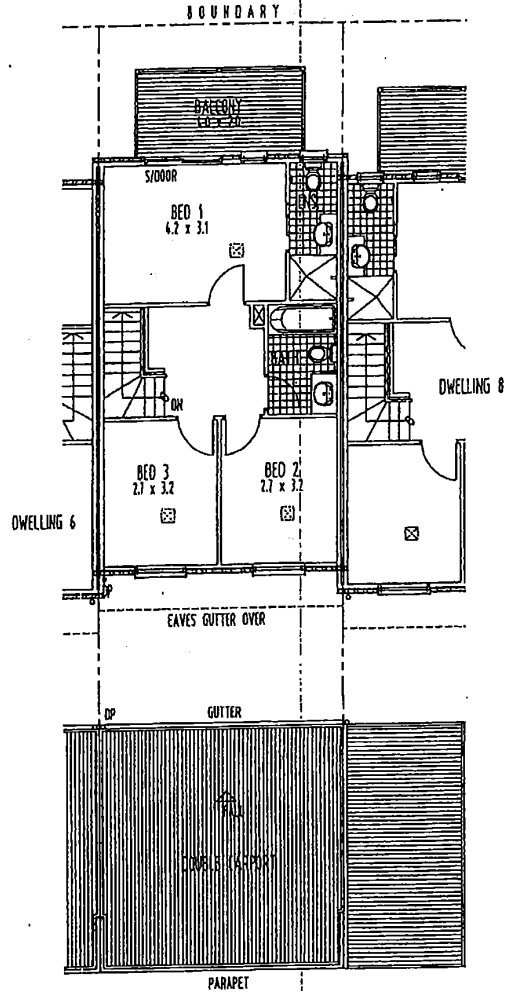
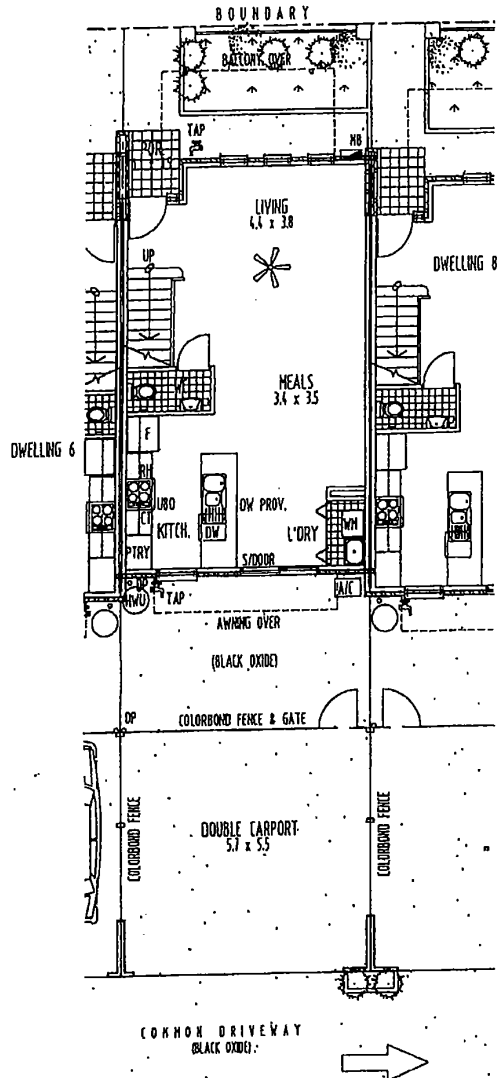
ORIGINAL DRAWING - A3 SIZE SHEET
SCALE 1:100

METRES



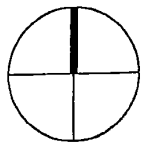
TIMBER FRAME POWERPANEL CONSTRUCTION

AUGUSTINE STREET



GROUND FLOOR
SCALE 1:100

NOTE: PARTI-WALL SHAFT LINING
INSTALLED BETWEEN UNITS AS PER
MANUFACTURER'S SPECIFICATION



FIRST FLOOR

SCALE 1:100

MAWSON LAKES

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FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE

1:08 pm, Nov 11, 2010

Katherine Kendall

AREAS DWELLING 6

PORCH	1.7
GROUND FLR	53.8
TOTAL	55.5
FIRST FLR	54.6
BALCONY	8.0
CARPORT	31.6
ATIK	12.8
TOTAL	162.5
SITE	123.6
SITE COVERAGE	70.5%
P.O.S. (OK. BAL)	28.2

AMENDMENTS	REV	DATE	COMMENT	DWN	CHK
C	16.10.10		NEW CEILING FAN, DUCTS & CLOSABLE VENTS	DF	DF
B	26.01.10		NEW BLACK OXIDE NOTE	DF	DF
A	10.09.10		ISSUED TO DELFIN FOR REVIEW	DF	DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
LOT 2 AUGUSTINE STREET
MAWSON LAKES 5095

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SHEET TITLE:
DWELLING 6 - FLOOR PLANS
JOB REFERENCE:
10-HPG

SCALE:
1:100

PAPER:
A3

DRAWING NUMBER:
PD10

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Perth
South Australia 6002

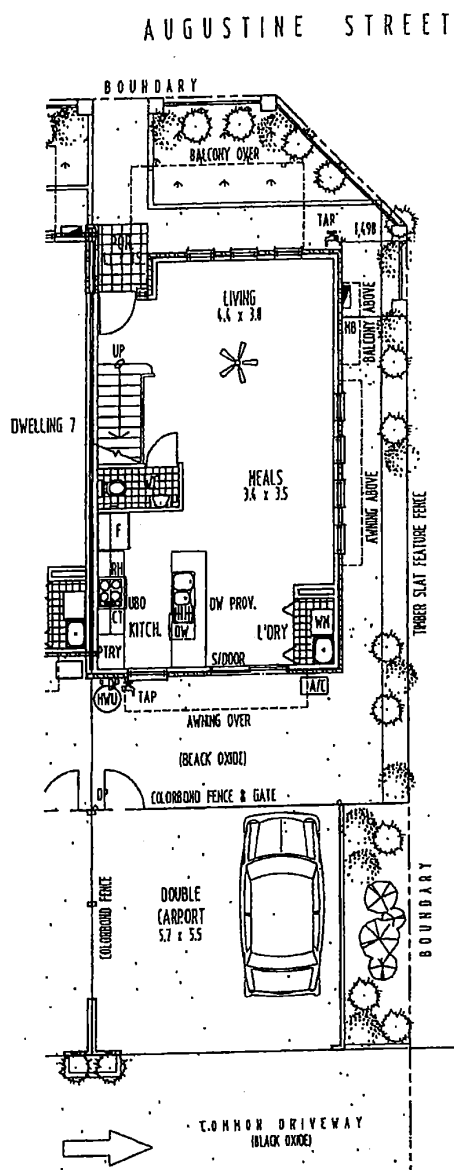
P: 08 9483 1221
F: 08 942 2770
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DATE: 11/11/10

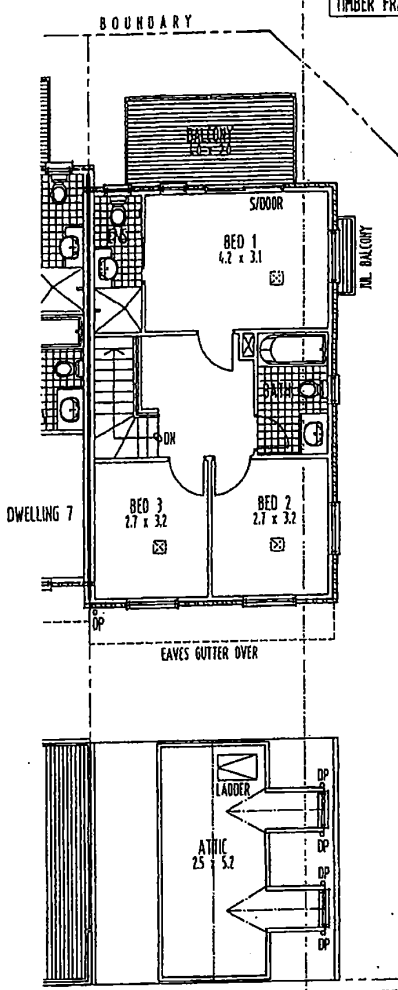
REVISION: C

47 of 52

ORIGINAL DRAWING - A3 SIZE SHEET
SCALE 1:100 METRES
0 1 2 3 4 5 10



AUGUSTINE STREET



MAWSON LAKES
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1:08 pm, Nov 11, 2010
Katherine Small

AREAS	DWELLING 7
PURCH	1.7
GROUND FLR	52.0
TOTAL	53.7
FIRST FLR	56.6
BALCONY	8.0
CARPORT	31.6
TOTAL	149.7
SITE	145.1
SITE COVERAGE	800%
P.O.S. (INC. BAL)	28.2

AMENDMENTS	REVIDATE	COMMENT	DWN	CHK
C	16.10.10	NEW CEILING FAN, OUTETS & CLOSABLE VENTS	DF	DF
D	28.04.10	NEW BLACK COODE NOTE	DF	DF
A	10.09.10	ISSUED TO DELFIN FOR REVIEW	DF	DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
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MAWSON LAKES 5095

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SHEET TITLE:
DWELLING 7 - FLOOR PLANS

300 REFERENCE:
10-HPG

SCALE:
1:100

PAPER:
A3

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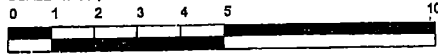
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REVISION:
C

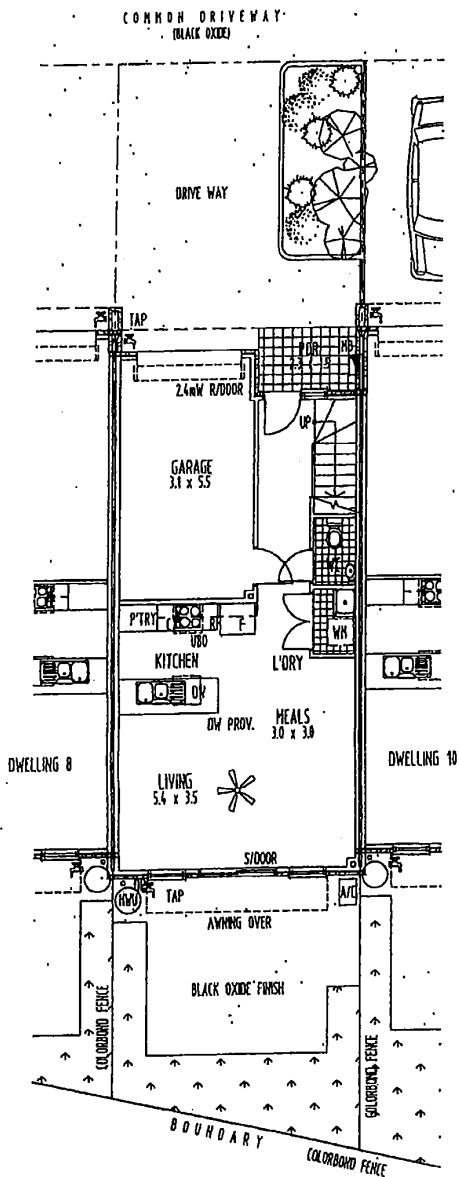
48 of 52

ORIGINAL DRAWING - A3 SIZE SHEET
SCALE 1:100

METRES

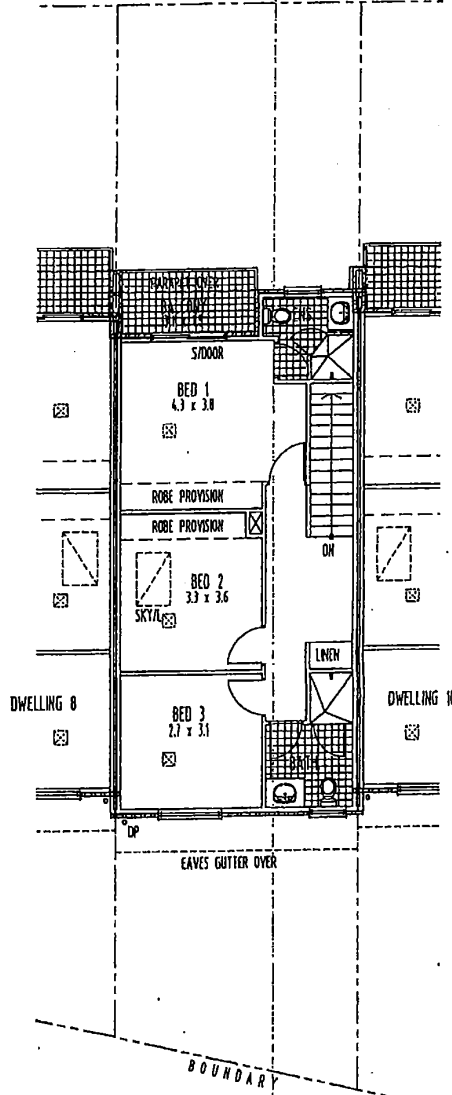
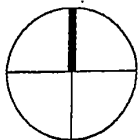


TIMBER FRAME POWERPANEL CONSTRUCTION



GROUND FLOOR
SCALE 1:100

NOTE: PARTI-WALL SHAFT LINING
INSTALLED BETWEEN UNITS AS PER
MANUFACTURER'S SPECIFICATION



FIRST FLOOR
SCALE 1:100

MAWSON LAKES
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DELFIN MANAGEMENT SERVICES
FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE
1:08 pm, Nov 11, 2010
Katherine Thindall

AREAS	DWELLING 9
PORCH	3.1
GROUND FLR	49.8
GARAGE	12.1
TOTAL	70.3
FIRST FLR	65.0
BALCONY	6.4
TOTAL	100.5
SITE	138.7
SITE COVERAGE	50.2%
P.O.S. (INC. BAL)	36.7

AMENDMENTS			
REV	DATE	COMMENT	OWN/CHK
B	11.10.10	NEW CEILING FAN, DUCTS & CLOSABLE VENTS	DF/DF
A	11.01.10	ISSUED TO DELFIN FOR REVIEW	DF/DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
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MAWSON LAKES 5095**

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SHEET TITLE:
DWELLING 9 - FLOOR PLANS
JOB REFERENCE:
10-HPG SCALE:
1:100 PAPER:
A3

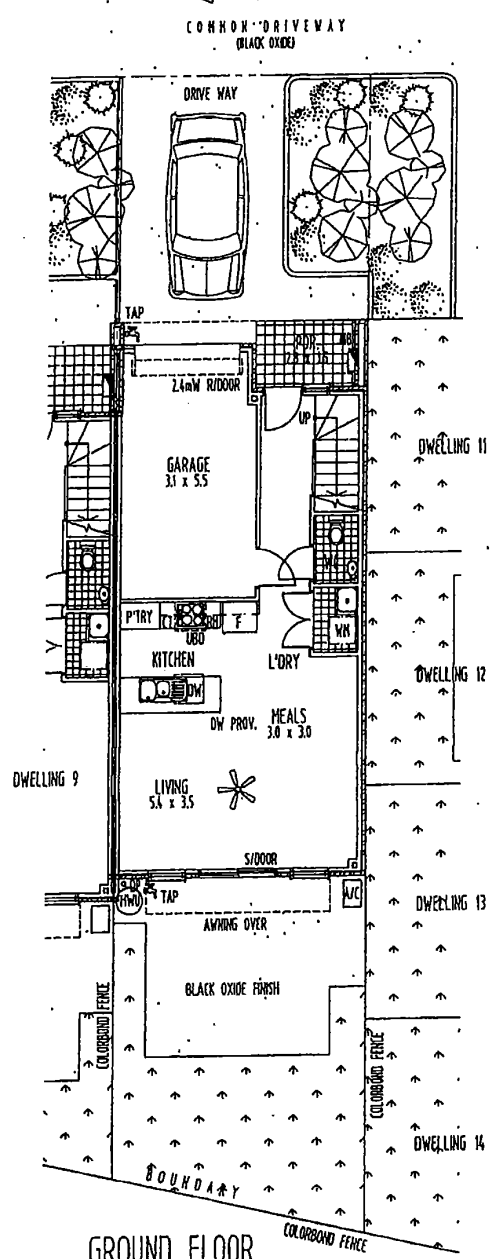
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DRAWING NUMBER:
PD13 REVISION:
B

49 of 52

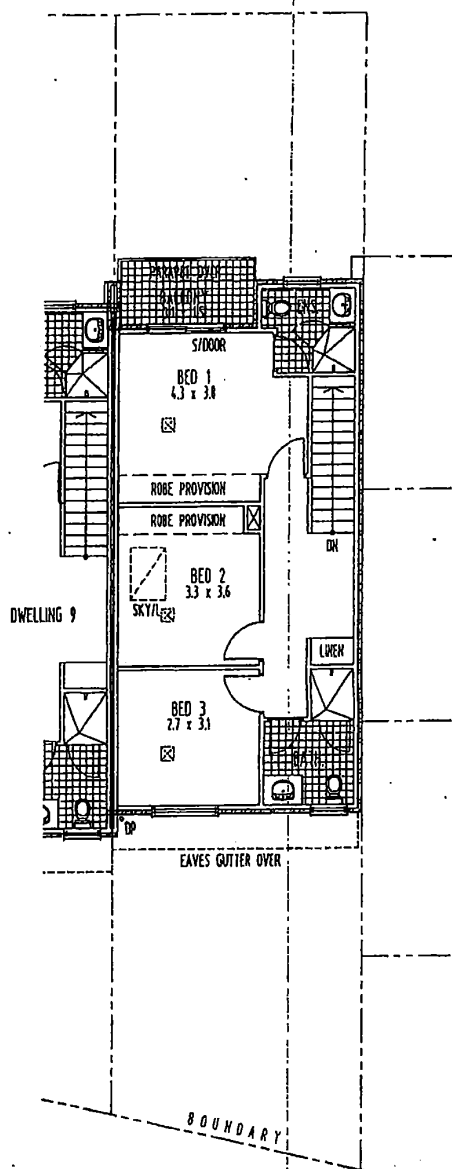
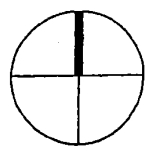
ORIGINAL DRAWING - A3 SIZE SHEET
SCALE 1:100 METRES
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TIMBER FRAME POWERPANEL CONSTRUCTION



GROUND FLOOR
SCALE 1:100

NOTE: PARTI-WALL SHAFT LINING
INSTALLED BETWEEN UNITS AS PER
MANUFACTURER'S SPECIFICATION



FIRST FLOOR
SCALE 1:100 MAWSON LAKES

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FOR THE PURPOSE OF
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1:08 pm, Nov 11, 2010
Katherine Knoll

AREAS	DWELLING 10
PORCH	3.4
GROUND FLR	49.0
GARAGE	12.1
TOTAL	70.3
FIRST FLR	65.0
BALCONY	4.4
TOTAL	160.5
SITE	114.0
SIZE COVERAGE	48.2%
P.O.S. (INC. BAL)	46.9

AMENDMENTS			DNW	CHK
REV	DATE	COMMENT		
B	14.06.10	NEW CEILING FAN, OUTETS & ELDSABLE VENTS	DF	DF
A	18.09.10	ISSUED TO DELFIN FOR REVIEW	DF	DF

PROJECT TITLE:
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CLIENT:
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MAWSON LAKES 5095

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SHEET TITLE:
DWELLING 10 - FLOOR PLANS
JOB REFERENCE:
10-HFG

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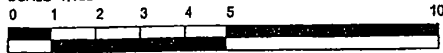
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PAPER: A3
DRAWING NUMBER: PD14
REVISION: B

50 of 52

ORIGINAL DRAWING - A3 SIZE SHEET

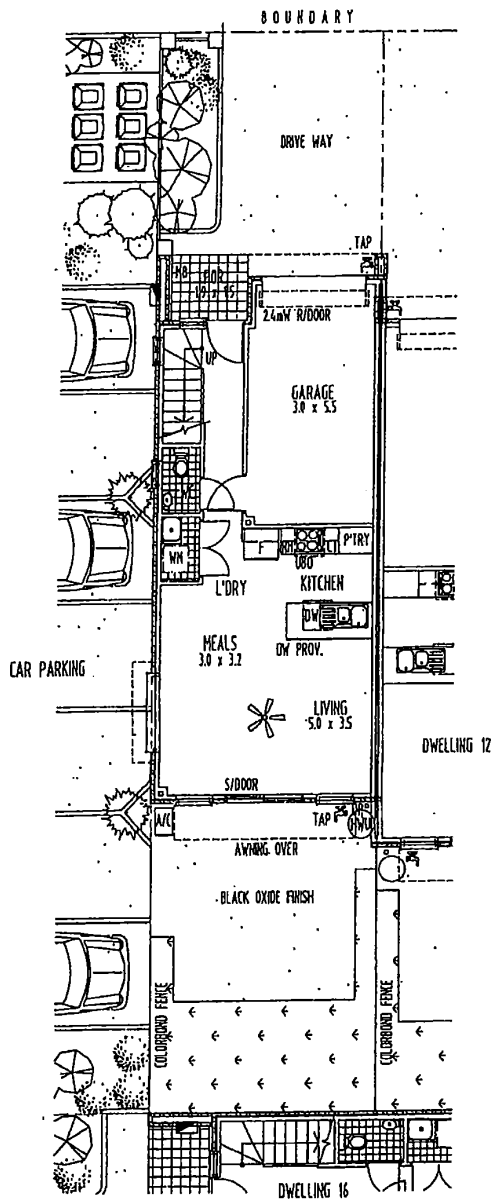
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METRES



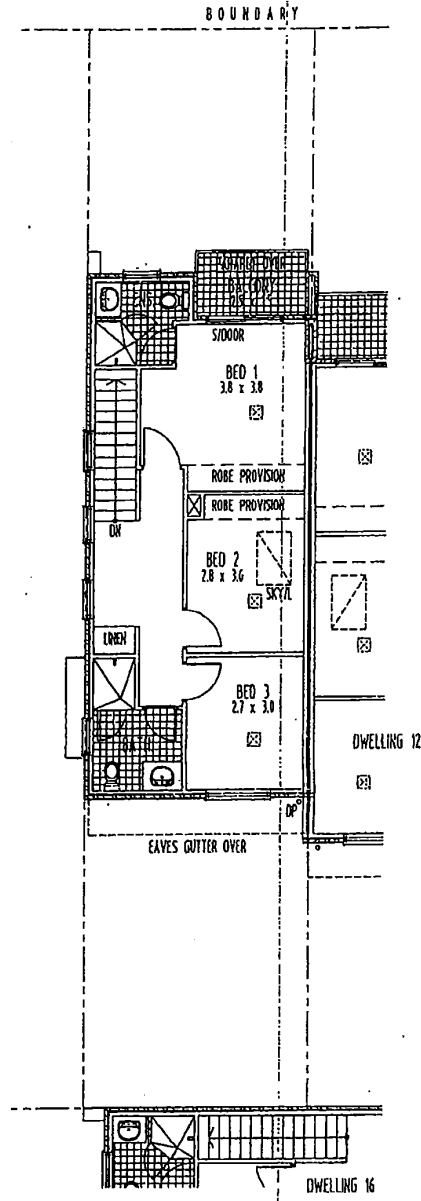
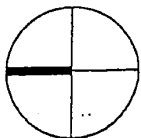
AUGUSTINE STREET

TIMBER FRAME POWERPANEL CONSTRUCTION



GROUND FLOOR
SCALE 1:100

NOTE: PARTI-WALL SHAFT LINING
INSTALLED BETWEEN UNITS AS PER
MANUFACTURER'S SPECIFICATION



FIRST FLOOR

SCALE 1:100 MAWSON LAKES

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DELFIN MANAGEMENT SERVICES
FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE

1:08 pm, Nov 11, 2010

Katherine Thindall

AREAS	DWELLING 11
PORCH	2.8
GROUND FLR	44.7
GARAGE	16.5
TOTAL	64.0
FIRST FLR	68.2
BALCONY	3.7
TOTAL	140.5
SITE	100.1
SITE COVERAGE	63.9%
P.O.S. (INC. BAL)	30.2

AMENDMENTS		DWN	CHK
REV	DATE	COMMENT	
B	14.10.10	NEW CEILING PAN, OUTETS & CLOSABLE VENTS	DF DF
A	10.01.11	ISSUED TO DELFIN FOR REVIEW	DF DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
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MAWSON LAKES 5095

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DWELLING 11 - FLOOR PLANS
JOB REFERENCE:
10-HPG

SCALE:
1:100

PAPER:
A3

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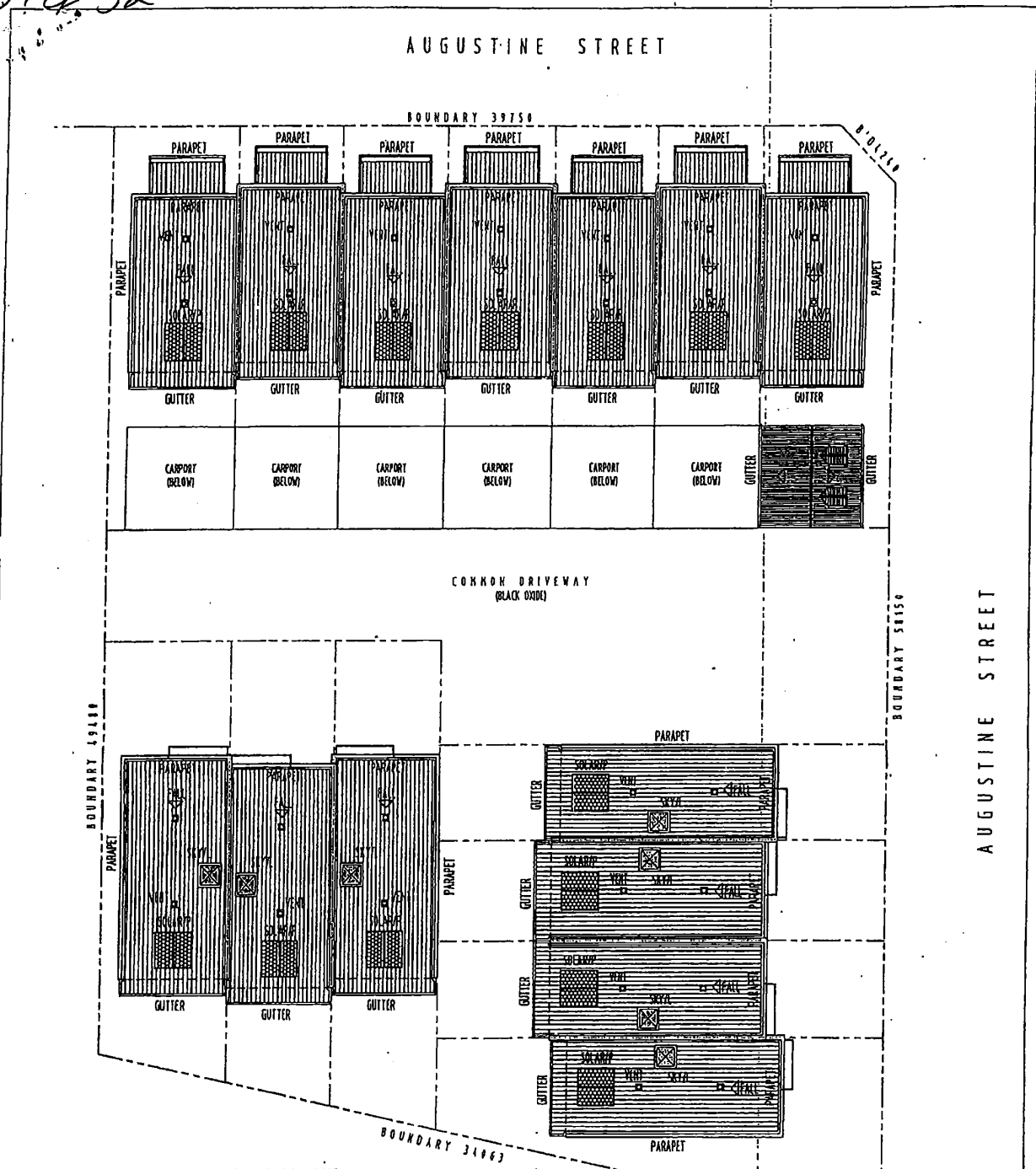


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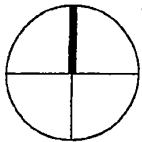
DRAWING NUMBER:
PD15

KEYSCHE:
B

514 52



SITE ROOF PLAN LAYOUT
SCALE 1:200



MAWSON LAKES
APPROVED BY
DELFIN MANAGEMENT SERVICES
FOR THE PURPOSE OF
MAWSON LAKES ENCUMBRANCE
1:07 pm, Nov 11, 2010
John Frank

AMENDMENTS			
REV	DATE	COMMENT	OWN/CHK
B	14.04.10	NEW ROOF VENTILATORS	DF DF
A	13.09.10	ISSUED TO DELFIN FOR REVIEW	DF DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
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MAWSON LAKES 5095**

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DRAWING NUMBER: **PD04**

REVISION: **B**

SHEET TITLE:
SITE ROOF LAYOUT PLAN
JOB REFERENCE:
10-HPG
SCALE:
1:200
PAPER:
A3

52 of 52

GENERAL NOTES

THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS, DOCUMENTATION, SCHEDULES AND SPECIFICATIONS

BUILDER TO REQUEST FOR UPDATED DRAWING PRIOR TO TENDER AND/OR CONSTRUCTION

BUILDER TO CHECK AND CONFIRM ALL PLAN AND SITE SET OUT DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION

WRITTEN DIMENSION TO BE TAKEN IN PREFERENCE TO SCALE

GROUND LEVELS AND FINISHED FLOOR LEVELS INDICATED ARE APPROXIMATE ONLY AND ARE TO BE CONFIRMED ON SITE

STAIRS TO BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE BCA AT MAXIMUM IN RISERS TO EACH FLIGHT. STAIRS TO HAVE A NON-SLIP FINISH OR SUITABLE NON-SKID STRIP

BALUSTRADE TO COMPLY WITH BCA PART 3.9.2 WITH HEIGHT NO LESS THAN 865mm ABOVE STAIR TREAD HOISING AND NO LESS THAN 1000mm ABOVE FINISHED FLOOR OR BALCONY

PROVIDE R.0.0 INSULATION BATTS TO CEILING AND R2.0 INSULATION BATTS TO WALLS.

WC TOILET TO ALLOW FOR OUTWARD OPENING OF DOOR OR PROVIDE REMOVABLE HINGES TO WC TOILET DOOR

ALL UPPER LEVEL AWNING SASHES NOT TO EXCEED AN OPENING DISTANCE OF 200mm

NO VARIATION MAY BE MADE TO THIS DRAWING WITHOUT PRIOR APPROVAL OF THE PROPRIETOR OR ARCHITECT

REFER TO ENGINEERS DESIGN, DOCUMENTATION, CALCULATION AND SPECIFICATION FOR STRUCTURAL, ELECTRICAL, HYDRAULIC AND CIVIL DETAILS (IF APPLICABLE)

ALL MATERIALS AND EQUIPMENT SHALL BE NEW, FREE OF DEFECTS OR DAMAGE. ANY DEFECTIVE OR FAULTY EQUIPMENT SHALL BE REPLACED AT THE CONTRACTORS EXPENSE

BUILDER TO CONFIRM TIMBER OR STEEL FRAME CONSTRUCTION AT THEIR DISCRETION

ALL LETTER BOXES ARE TO BE LOCATED AND DESIGNED IN ACCORDANCE WITH AUSTRALIAN POST GUIDELINES

ANY DISCREPANCIES IN DOCUMENTS AND/OR ON SITE TO BE REPORTED TO THE ARCHITECT BEFORE ANY WORK IS COMMENCED

WET AREA NOTES

THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS, DOCUMENTATION, SCHEDULES AND SPECIFICATIONS

ALL WET AREAS TO COMPLY WITH AS3740 AND MISTERS SPECIFICATION SA FL7

WALL FINISHES SHALL BE IMPERVIOUS TO HEIGHT OF 1000mm ABOVE FINISHED FLOOR LEVEL TO SHOWER ENCLOSURES AND 1500mm ABOVE BATHS, BASINS, SINKS AND TROUGHS

WC TOILET TO ALLOW FOR OUTWARD OPENING OF DOOR OR PROVIDE REMOVABLE HINGES TO WC TOILET DOOR

ROOFING NOTES

THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS, DOCUMENTATION, SCHEDULES AND SPECIFICATIONS

BUILDER TO CHECK AND CONFIRM ALL SITE AND SET OUT DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION

ROOF CONTRACTOR SHALL PROVIDE ALL NECESSARY FLASHING, CAPPING AND OTHER ITEMS REQUIRED TO COMPLY WITH BCA & RELEVANT BUILDING CODES

REFER TO MECHANICAL DRAWINGS FOR AIR-CONDITIONING AND EXHAUST UNIT LOCATIONS AND DETAILS

BUILDER TO PROVIDE STEEL PLATFORM FOR ROOF MOUNTED A/C UNITS. PLATFORM SIZE TO SUIT INDIVIDUAL A/C UNIT SIZE (NOTE: APPROXIMATE SIZES SHOWN ONLY, BUILDER TO CONSULT WITH A/C CONTRACTOR)

BUILDER TO ALLOW FOR ALL NECESSARY METAL UPSTAND FLASHING TO ALL NEW ROOF PENETRATIONS ASSOCIATED WITH NEW AIR-CONDITIONING AND EXHAUST EQUIPMENT

ALL METAL ROOFING, FLASHING AND CAPPING, GUTTERS AND DOWNPIPES AS SELECTED TO BE INSTALLED AS PER MANUFACTURERS RECOMMENDATIONS

BUILDER TO PROVIDE DRAINAGE LINE FROM A/C CONDENSERS ENTIRE DISTANCE TO TOUCH AT GROUND LEVEL - REFER TO HYDRAULIC DRAWINGS

NOTE: STRUCTURE OF ALL AIR-CONDITIONING PLANT PLATFORMS ON ROOF TO STRUCTURAL ENGINEERS DESIGN & DETAIL

PARTI-WALL NOTES

SEPARATING PARTY WALL SYSTEM MUST ACHIEVE A FIRE RESISTANCE LEVEL OF 60/60/60 AND A WEIGHTED SOUND REDUCTION INDEX (RW) OF NOT LESS THAN 50dB

PARTI-WALL TO BE BORAL PARTI-WALL SYSTEM 25P13131A WITH 1x 25mm SHAFTLINER MEMBRANE AND 12mm SOUNDSTOP PLASTER BOARD & R2 GLASSWOL BATTS (OR EQUIVALENT) ON BOTH SIDE

THIS SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE BCA 2007 PUBLISHED INSTRUCTIONS AND AS/NZS2 NATIONAL TIMBER FRAMING CODE, WHERE APPLICABLE

SERVICE PENETRATIONS THROUGH PARTY WALLS SHOULD BE AVOIDED WHEREVER POSSIBLE OTHERWISE ELECTRICAL POWER OUTLETS WHERE LOCATED SHOULD BE FIRE RATED AND ACOUSTICALLY RATED ACCORDINGLY

ALL FENCING DESIGN TO BE SUBMITTED TO DELFM MANAGEMENT SERVICES FOR APPROVAL

SITWORKS, DRAINAGE AND LEVELS TO BE AS PER ENGINEERS DESIGN AND DETAIL

ALL STORMWATER TO BE CONNECTED TO EXISTING STORMWATER RUN

BUILDER TO CHECK AND CONFIRM ALL DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION

SITE NOTES

THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS, DOCUMENTATION, SCHEDULES AND SPECIFICATIONS

BUILDER TO REQUEST FOR UPDATED DRAWING PRIOR TO TENDER AND/OR CONSTRUCTION

BUILDER TO CHECK AND CONFIRM ALL SITE AND SET OUT DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION

BUILDER TO CONFIRM TIMBER OR STEEL FRAME CONSTRUCTION AT THEIR DISCRETION

WRITTEN DIMENSION TO BE TAKEN IN PREFERENCE TO SCALE

ALL CONSTRUCTION TO COMPLY WITH RELEVANT AUSTRALIAN BUILDING CODES AND STANDARDS

FOUNDATIONS, EXCAVATIONS, REINFORCEMENT PLACEMENT, ETC. TO BE UNSPECIFIED AND APPROVED BY ENGINEER OR BUILDING SURVEYOR PRIOR TO ANY CONCRETE PLACEMENT

GROUND LEVELS AND FINISHED FLOOR LEVELS INDICATED ARE APPROXIMATE ONLY AND ARE TO BE CONFIRMED ON SITE

NO VARIATION MAY BE MADE TO THIS DRAWING WITHOUT PRIOR APPROVAL OF THE PROPRIETOR OR ARCHITECT

REFER TO ENGINEERS DESIGN, DOCUMENTATION, CALCULATION AND SPECIFICATION FOR STRUCTURAL, ELECTRICAL, HYDRAULIC AND CIVIL DETAILS (IF APPLICABLE)

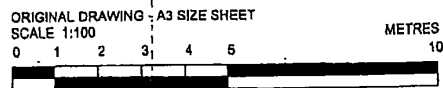
ANY DISCREPANCIES IN DOCUMENTS AND/OR ON SITE TO BE REPORTED TO THE ARCHITECT BEFORE ANY WORK IS COMMENCED

WATER CONSERVATION
INSTALL A 4 STAR DUAL FLUSH WC/TOILET SYSTEM THROUGHOUT AND 3 STAR SHOWERHEADS TO ALL SHOWERS
DWELLING TO BE DUAL PLUMBED TO PROVIDED RECYCLE WATER FOR ALL WC/TOILETS & GARDEN TAPS/IRRIGATION

HOT WATER UNIT
SOLAR HWU WATER UNIT FULLY SUPPLIED & INSTALLED BY RINNAI, 25L TANK WITH 20L GAS BOOST & 2x COLLECTORS, AS PER MANUFACTURER'S RECOMMENDATION AND TO COMPLY WITH AS4552

NOTE: FINISH FLOOR LEVEL TO ALL RESIDENTIAL DWELLINGS MIN. 300mm ABOVE STREET KERB

TIMBER-FRAME POWERPANEL CONSTRUCTION



AMENDMENTS			
REV	DATE	COMMENT	OWN/CHK
C	21.09.16	NEW TOP OF KERB NOTE	DF/DF
B	24.09.16	ADDITIONAL NOTES	DF/DF
A	10.09.16	ISSUED TO DELFM FOR REVIEW	DF/DF

PROJECT TITLE:
PROPOSED DWELLINGS
CLIENT:
HOT PROPERTY GROUP

PROJECT ADDRESS:
**LOT 2 AUGUSTINE STREET
MAWSON LAKES 5095**

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SHEET TITLE:
DRAWING SHEET

JOB REFERENCE: **10-HPG** SCALE: **1:200** PAPER: **A3**

HOT PROPERTY GROUP

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 Prospect St: 08 8342 2179
 South Australia 5082 www.hotpropertygroup.com.au

DRAWING NUMBER: **PD00** REVISION: **C**

Form Orig. LF 11575612



13:19 4-May-2011

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
LF
Series No.
3

Lands Services Group
10:05 06/05/2011 02-007972
REGISTRATION FEE \$121.00

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: PINKSTERBOER & ASSOCIATES PINK

Correction to: PINKSTERBOER & ASSOCIATES PINK

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

1.
2.
3.
4.

PICK-UP NO.	
CP	26676

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED <i>[Signature]</i>
FILED 10/5/2011	
<i>Mark McRob</i> REGISTRAR-GENERAL	



RESOLUTIONS & POLICIES AFFECTING COMMUNITY CORPORATION 26676 INC

The following is a **summary** of policy decisions, special and unanimous resolutions resolved by the Corporations.

DATE	RESOLUTION
27 Jun 12	<p>By-Laws: That the By-Laws of Community Corporation 26676 Inc. as tabled be adopted.</p> <p>Common Seal: That Geof Kurtze, as Public Officer be appointed as the custodian of the Common Seal.</p> <p>Financial Period: The Corporation's financial period run from 1st July to 30th June each year.</p> <p>Auditor: The Corporation appoint an external auditor to audit the records of the Corporation for the coming financial year.</p> <p>Breach of rules: That Geof Kurtze Strata and Corporate Management after consulting a Corporation officer, be authorised to engage the services of a solicitor to write to a lot owner when there is a breach of the Community Titles Act, Regulations, By-Laws or Resolutions and/or aggrieved other residents of the complex, provided that at least two letters have been forwarded to the owner and/or agent concerning the alleged breach. One of these letters to include a warning of legal recourse. All associated legal costs to be borne by the relevant lot owner and to become a debt against the lot.</p> <p>Destruction of and Archiving of records: That Geof Kurtze Strata and Corporate Management be authorised to destroy old records, not required to be retained under the Community Titles Act 1996 and Community Titles Regulations 1996 and the Australian Taxation Act and to also store required records, digitally, before destroying the original documents.</p> <p>Late fees: That By-Law 12.3 be rescinded and that late fees of \$20 plus any applicable Goods and Services Tax, be imposed on a lot owner for every thirty (30) days after the due date that monies remain outstanding in that owners account. This is an administrative fee paid to the Manager.</p> <p>Legal action re overdue accounts: That Geof Kurtze Strata and Corporate Management be authorised to engage legal assistance for the recovery of unpaid contributions or levies that remain unpaid after a period of six weeks from the due date and where the owner has first been advised in writing of such intended procedure. Any costs associated with the recovery of unpaid amounts are to be borne by the respective lot owner.</p> <p>Bank Account: That the Manager open and operate on behalf of the Corporation, a non-interest bearing business cheque account in the name of 'Community Corporation 26676 Inc. with the NAB.</p> <p>Evidence of Insurance: That each owner provide the Manager with an insurance certificate of currency for their own lot by the next AGM of the Corporation.</p> <p>Alterations and Additions: There shall be no alterations or additions to the exterior of the building without the consent of the corporation. That alterations and variations would require approval of the Management Committee or placed on the agenda of the next AGM for approval at the meeting.</p> <p>Grounds Maintenance: It was resolved that each lot owner maintain the area of the common garden in front of their residence.</p> <p>Water Meter Reading: After some discussion it was resolved that an annual Water Reading levy be raised in July of each year by Equal Entitlement, and that the corporation engage Strata Water Solutions to read the SA Water meter and owners sub meters for an annual fee per lot per year and that this company invoice each owner for their respective water usage.</p> <p>Water Usage Charges: After some discussion it was resolved that By-law 9.5 be rescinded and that the water usage costs be billed to the respective Community Lots by the contractor engaged to read the meters at the SA Water rate per unit of water as prescribed at the time.</p>

*The relevant minutes should be consulted for the precise wording of the resolutions.
Adcorp Property Group Pty Ltd*

RESOLUTIONS & POLICIES AFFECTING COMMUNITY CORPORATION 26676 INC

The following is a **summary** of policy decisions, special and unanimous resolutions resolved by the Corporations.

DATE	RESOLUTION
2 Sep 13	<p>NBN Rollout: It was resolved by Special Resolution that the Body Corporate Manager register the corporation for the NBN rollout, subject to any cost to the corporation being approved by the Office Bearers or Management Committee. At the time of the rollout any owner interested in connecting to the NBN can then do so at their own cost.</p> <p>Meeting Reminders: In order to help improve attendances at meetings whether in person or by proxy, it is resolved that the Body Corporate Manager will email all owners who have supplied a current email address a reminder in the days leading up to the meeting. Should you wish to be included in this service please ensure your current email address is on file.</p> <p>Approvals for Security Doors: It was resolved by Special Resolution that all owners be permitted to install a SHARKURITY Security Door with one way aluminium mesh style 133 colour matched to their own front door, and that all costs for installation, future repair/replacement, and any subsequent damage to the lot be borne by the unit owner. <i>Mr Hughes advised he purchased his door through Drummond Home Improvements.</i> Any variation would need to be discussed at another meeting.</p> <p>Approvals for Solar Panels: It was resolved by Special Resolution that all owners be permitted to install Solar Panels to the roof space on their own lot and that all costs for installation, future repair/replacement, and any subsequent damage to the lot be borne by the unit owner, provided they are laid flat. Any variation would need to be discussed at another meeting.</p> <p>Approvals for Satellite TV: It was resolved by Special Resolution that all owners be permitted to install Satellite TV to the roof space on their own lot and that all costs for installation, future repair/replacement, and any subsequent damage to the lot be borne by the unit owner, provided the satellite dish is no bigger than 75cm in diameter. Any variation would need to be discussed at another meeting.</p>
11 Sep 14	<p>Adjourned Meeting Fees: It was resolved by Special Resolution that all owners not represented at the Annual General Meeting either in person or by proxy will be billed equally for all costs associated with the adjourned meeting.</p>
7 Sep 15	<p>It was agreed that Adcorp Property Group, may now charge a recovery fee for overdue accounts as follows:</p> <p>Overdue notices: - (a) Stage 1 debt recovery \$11-00 (inclusive of GST) after 30 days from due date, (b) Stage 2 debt recovery \$11-00 (inclusive of GST) after 60 days from due date, (c) Stage 3 debt recovery \$22-00 (inclusive of GST) after 90 days from due date, (d) interest charged at 15 % per annum on overdue levies and debts after 30 days from due date.</p> <p>Legal action charges – all court charges and fees and any costs awarded by the court, UNANIMOUS</p> <p>It was resolved that these costs (including all costs incurred by the strata corporation for recovery work) will be debited against the relevant unit holder as an amount due and owing to the corporation. UNANIMOUS</p> <p>It was further agreed that where a special meeting is required to consider approvals for individuals, that person shall pay all costs of the meeting. UNANIMOUS</p> <p>Raise funds by special levy</p> <p>It was resolved to authorise the Body Corporate Manager to raise additional funds when necessary to meet necessary expenses by special levy on demand without further reference to the Strata Corporation.</p> <p>Debt Collection for outstanding levies and contributions</p> <p>It was agreed that a debt against a unit holder will be given to a debt collection agency to recover, and all costs incurred for collecting outstanding debts (including disbursements, court fees, debt collectors fees and Adcorp Property Groups legal action charges and all other costs and charges) will be debited against the unit from which the debt is pursued as an amount due and owing to the corporation. UNANIMOUS</p>

*The relevant minutes should be consulted for the precise wording of the resolutions.
Adcorp Property Group Pty Ltd*

RESOLUTIONS & POLICIES AFFECTING COMMUNITY CORPORATION 26676 INC

The following is a **summary** of policy decisions, special and unanimous resolutions resolved by the Corporations.

DATE	RESOLUTION
7 Sep 15	<p>Bank charges charged to owners where searches are required to determine origin of unidentified monies</p> <p>That Adcorp Property Group Pty. Ltd. be granted consent after a period of 4 months to conduct, and charge to the individual owner a bank search to determine origin of unidentified monies being held in trust by Adcorp Property Group Pty. Ltd. Definite Proof of payment will need to be provided should an owner wish to verify funds held prior to a search being completed. UNANIMOUS</p>
7 Sep 15	<p>Water Billing</p> <p>As there is only one SA Water meter at the complex the Corporation has engaged Strata Water Solutions to read the individual unit sub meters and bill the owners for their own usage, for both fresh and recycled water. The Corporation will raise an annual Water Meter Reading Levy by Equal Entitlement to fund this expense.</p>
5 Sep 16	<p>Pet approval</p> <p>It was resolved by Special Resolution to allow all owners to keep one dog or one cat not exceeding 10 kilos in weight subject to the following conditions. This resolution overrides By-Law 5.2.</p> <ul style="list-style-type: none"> • They monitor the noise from the pet, ensuring it does not unreasonably cause annoyance or disturbance to neighbours • They maintain a high standard of cleanliness and sanitation at all times, cleaning and disposing of any animal waste within the lot or common property • They maintain a high standard of preventative health care e.g. flea and worm treatment • They keep the dog or cat at all times within the lot • Acknowledge that they shall be liable for any damage to common property caused by the dog or cat and shall pay the Owners Corporation immediately for any costs incurred in rectifying this damage. • Accept full responsibility and indemnify the Owners Corporation for any claims by or injuries to third parties or their property caused by, or as a result of, actions by their dog or cat. • Acknowledge that in the event of a breach of this agreement the Owners Corporation may withdraw any consent it has given for the keeping of that dog or cat.
5 Sep 2016	<p>Water Billing</p> <p>As there is only one SA Water meter at the complex the Corporation has engaged Strata Water Solutions to read the individual unit sub meters and bill the owners for their own usage, for both fresh and recycled water. The Corporation will raise an annual Water Meter Reading Levy by Equal Entitlement to fund this expense.</p>
23/08/2017	<p>Raise Funds by Special Levy</p> <p>It was resolved to authorise the Body Corporate Manager to raise additional funds when necessary to meet necessary expenses by special levy on demand without further reference to the Strata Corporation.</p>
23/08/2017	<p>Debt Collection for Outstanding Levies and Contributions</p> <p>It was agreed that a debt against a unit holder will be given to a debt collection agency to recover, and all costs incurred for collecting outstanding debts (including disbursements, court fees, debt collectors fees and Adcorp Property Groups legal action charges and all other costs and charges) will be debited against the unit from which the debt is pursued as an amount due and owing to the corporation.</p> <p>UNANIMOUS</p>
23/08/2017	<p>Bank charges charged to owners where searches are required to determine origin of unidentified monies</p> <p>That Adcorp Property Group Pty. Ltd. be granted consent after a period of 4 months to conduct, and charge to the individual owner a bank search to determine origin of unidentified monies being held in trust by Adcorp Property Group Pty. Ltd. Definite Proof of payment will need to be provided should an owner wish to verify funds held prior to a search being completed. UNANIMOUS</p>

*The relevant minutes should be consulted for the precise wording of the resolutions.
Adcorp Property Group Pty Ltd*

RESOLUTIONS & POLICIES AFFECTING COMMUNITY CORPORATION 26676 INC

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporations.

DATE RESOLUTION**31/07/2018 Corporation files and Correspondence - Archive Collection**

It was resolved that at no additional cost to the Corporation, all records falling outside of the below regulation be destroyed by Adcorp Property Group within 28 days from the date of this meeting. ***Motion Carried***

30/07/2019 Corporation files and Correspondence - Archive Collection

Agreed that at no additional cost to the Corporation, all records falling outside of the regulations set out in the Community Titles Act be destroyed by Adcorp Property Group.

MOTION CARRIED

RESOLUTIONS & POLICIES AFFECTING COMMUNITY CORPORATION 26676 INC.

The following is a **summary** of policy decisions, special and unanimous resolutions resolved by the Corporation.

DATE	RESOLUTION
21/12/2020	<p>Improvements within Lot No. 14</p> <p>That the owner of Lot 14 be authorised to undertake the following installation/ construction works within the lot:</p> <ol style="list-style-type: none">1. Flat roof pergola attached to the rear of the townhouse. Rectangular shape measuring 5 metres long and 4.5 metres wide. Height against the building will be 2.7 metres, flat roof. Final plans will include drainage and would be subject to Council approval.2. Extension of concrete paving to match the size of the pergola i.e. the existing concrete paving falls short of proposed pergola length of 5 metres.3. Addition of a small garden shed - at the side of the townhouse in Garden area.4. The above will also involve a move of the outside air conditioner unit from the rear to the side of the townhouse. <p>And that the above-mentioned request be subject to the following conditions:</p> <ol style="list-style-type: none">a. That all repairs and maintenance must be the responsibility of the relevant Lot owner and must be carried out by qualified trades persons, as required, and at the Corporations' request,b. That all workmanship must be in compliance with Council and relevant building legislationc. That the proposed improvements must comply with the Corporation's By-laws, including but not limited to the following sections:<ol style="list-style-type: none">4.2 Additions and alternations must be harmonious and sympathetic to the standard and design of the community development as a whole
09/04/2021	<p>Installation of Bird Spikes to Lot No. 4</p> <p>That the corporation by Special Resolution authorise the owner of Lot No. 4 to install Bird Spikes at the back of the property on all window shades, provided that all costs for installation and all future repair/ replacement be borne by the Lot owner.</p>
09/04/2021	<p>Carport Roller Doors for Lot Nos. 1 to 7</p> <p>That the corporation by Special Resolution authorise the owners of Lot Nos. 1 to 7 to install Roller Doors to the Carports at the rear of the lots facing the common driveway, as long as they are similar in design and colour with the existing Garage Roller Doors of Lot Nos. 8 to 10, and that all future repairs and maintenance would be the responsibility of the relevant Lot owners.</p>

RESOLUTIONS & POLICIES AFFECTING COMMUNITY CORPORATION 26676 INC.

The following is a **summary** of policy decisions, special and unanimous resolutions resolved by the Corporation.

DATE	RESOLUTION
09/04/2021	Pet Approval for Lot No. 6 That Lot No. 6 be permitted to keep 2 indoor cats, both 7 years of age and desexed, inside the Lot. The corporation reserves the right to rescind this approval should the animal be deemed to have become a nuisance, with fair and reasonable notice provided to the owner in this instance prior to any final action being taken.

ANNEXURE 'A' TO SECTION 139 STATEMENTS DISCLAIMER

Adcorp Property Group advise that alterations to the unit may have been completed without the knowledge or consent of the Strata or Community Corporation or their unit holders. In Accordance with section 29 of the strata titles act, and the by-laws of the community corporation structural alterations or alterations which alter the external appearance of the corporation (front or rear) need the consent of the corporation.

Any alteration that changes the character or description needs prior consent of the body corporate. Any additional building to the units or change of use must be reflected on the strata or community plan. In other words, the strata or community plan should be amended to reflect the true description of the buildings.

Therefore, if the unit or lot being sold is not accurately reflected on the strata or community plan you are advised to make further inquiries with the vendor or their representative. We do not guarantee the accuracy of the section 139 statements in this respect, and advise you to make sufficient inquiries before acting.

You are advised that the insurance cover on the complex may not be adequate and you should make further inquiries to satisfy yourself regarding this matter. Future liabilities may not necessarily be funded, as strata or community lot contributions may not cover expected or future contingent liabilities.

The articles and bylaws bind owners, including any resolutions regarding the strata or Community Corporation's policy on the keeping of animals. Anyone who wishes to keep an animal must ensure that approval has been given **PRIOR** to signing a contract as many strata and community corporations do not allow animals.

If approval has been granted for solar panels a certificate must be sent to the Body Corporate Managers certifying that the roof can sustain the solar panels. A purchaser should sight a copy to avoid potential liability.

This is the annexure marked 'A' referred to in the section 139 statement regarding:

STRATA/COMMUNITY CORPORATION:

ADDRESS: Unit 11 60-68 Augustine Street MAWSON LAKES 5095

DATE: December 17, 2024

CONVEYANCING NOTICE

Vendor/s Name _____

Purchaser/s name: _____

Strata Corporation / Community Corporation No _____

Unit/ Lot _____ Settlement Date _____

Property address _____

Purchaser's contact details

Address _____

_____ Postcode _____

Mobile _____ Home _____ Work _____

Email: _____

Owner Occupied / Rental Unit (Please Circle) If Rental, please complete below

Rental Manager / Agent _____

Address _____

_____ Postcode _____

Mobile _____ Office _____ Email _____

Purchaser/s Conveyancer: _____

Address _____ Postcode _____

Phone: _____ Email: _____

Vendor/s Conveyancer: _____

Address _____ Postcode _____

Phone: _____ Email: _____

ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

Please email strata.admin@adcorpgroup.com.au to order a financial search if needed.

Please complete & return this form to Adcorp Property Group strata.admin@adcorpgroup.com.au