

Form 1 - Vendor's statement

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

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Schedule

Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

[Empty text box for Purchaser name]

Address:

[Empty text box for Purchaser address]

2 ~~Purchaser's registered agent:~~

~~[Redacted text box]~~

~~Address:~~

~~[Redacted text box]~~

3 Vendor:

Daniel James Bartel and Celia Anne Bartel

Address:

104 Verrall Road, Upper Hermitage SA 5131

4 Vendor's registered agent:

Nitschke Real Estate Pty Ltd ATF The Nitschke Real Estate Unit Trust Trading As First National Real Estate Nitschke

Address:

29 Gawler Street, Mount Barker SA 5251

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

[Empty text box for date of contract]

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

[Empty text box for land description]

8 Stonybrook Grove, Mount Barker SA 5251 being the whole of the land comprised in Certificate of Title Register Book Volume 5970 Folio 78

[Empty text box for land description]

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:

 (being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

 (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:

 (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;
- (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;
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C - Statement with respect to required particulars

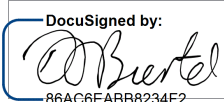
(section 7(1))

To the purchaser:

*I/We: Daniel James Bartel and Celia Anne Bartel

of 104 Verrall Road, Upper Hermitage SA 5131

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: 17-Feb-21
 Signed: 
 86AC6EABB8234F2...

Date:
 Signed:
 Date:
 Signed:

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

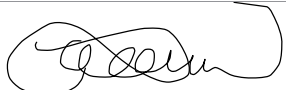


To the purchaser:

I, Vicki Dackiw of Form One Matters Pty Ltd A.C.N. 079 205 511

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

Exceptions: Nil

Date: 17 February 2021
 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 one 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 33. Other charges -
 - 33.1 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 "4. Development Act 1993" and items 4.1 and 4.2; and

(c) the heading "5. Repealed Act conditions" and item 5.1,

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. 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):

Number of mortgage (if registered):

12748793

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):

Refer to Certificate of Title attached

Description of land subject to easement:

The land marked B in CT 5970/78

Nature of easement:

Subject to Service Easement(s) for Drainage Purposes to the Council for the Area

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

NO

YES

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Refer to Encumbrance No. 10831703 attached

Nature of restrictive covenant:

Encumbrance - Refer to Encumbrance No. 10831703 attached

Name of person in whose favour restrictive covenant operates:

Gemtree Property Pty Ltd

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

YES

If NO, give details:

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

NO

NO

YES

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?

 NO

Are there attachments?

 YES

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

Refer to Residential Tenancy Agreement attached

Name of parties:

Daniel Bartel & Celia Bartel
and Paul Richards & Rebekah Richards

Period of lease, agreement for lease etc:

From 3/7/2020 to 2/7/2021

Amount of rent or licence fee:

\$ 400.00 per week (period)

Is the lease, agreement for lease etc in writing?

YES

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):

4. Development Act 1993

4.1 Part 3 - Development Plan

[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):

Refer to Council Search attached

Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):

Residential Zone

Is the land situated in a designated State Heritage Area?

 NO

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

 NO

Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

 YES

If YES, state the name of the council:

District Council of Mount Barker

Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

 NO

4.2 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):

Refer to Council Search attached

Date of authorisation:

Refer to Condition(s) of authorisation below

Name of relevant authority that granted authorisation:

District Council of Mount Barker

Condition(s) of authorisation:

Application No. 580/D067/99 dated 30/11/1999
 Application No. 580/D637/03 dated 15/2/2005
 Application No. 580/497/06 dated 21/7/2006
 Application No. 580/769/07 dated 1/11/2007

Refer to Council Search attached

5. Repealed Act conditions

5.1 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)

~~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):~~

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

6. Emergency Services Funding Act 1998

6.1 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):

Refer to Emergency Services Levy Certificate attached

Date of notice:

12 February 2021

Amount of levy payable:

\$100.60 (Paid)

 YES
 YES

17. Land Tax Act 1936

17.1 Notice, order or demand for payment of land tax

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, order or demand:

Amount payable (as stated in the notice):

18. Local Government Act 1934

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

~~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, order etc:~~

~~Name of council by which, or person by whom, notice, order etc is given or made:~~

~~Land subject thereto:~~

~~Nature of requirements contained in notice, order etc:~~

~~Time for carrying out requirements:~~

~~Amount payable (if any):~~

Particulars relating to environment protection



1-Interpretation

- (1) In this and the following items (items 1 to 7 inclusive)-

domestic activity has the same meaning as in the *Environment Protection Act 1993*;

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of-

- (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
- (b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining-

- (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
- (b) the suitability of the land for a particular use; and
- (c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity-see item 1(2);

prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

site contamination audit has the same meaning as in the *Environment Protection Act 1993*;

site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

- (2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2009*) is a prescribed commercial or industrial activity:

EPA Prescribed Commercial or Industrial Activity

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater treatment, storage or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

2-Pollution and site contamination on the land-questions for vendor

- (1) Is the vendor aware of any of the following activities ever having taken place at the land:
- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
 - (b) importation of soil or other fill from a site at which-
 - (i) an activity of a kind listed in paragraph (a) has taken place; or
 - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

- (2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

- (3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

If YES, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

- (4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

If YES, give details of each sale or transfer and agreement that the vendor is aware of:

- (5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

If YES, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Note-

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct, at the land-
- (i) a waste or recycling depot (as referred to in clause 3(3) of Schedule 1 Part A of that Act); or
 - (ii) activities producing listed wastes (as referred to in clause 3(4) of Schedule 1 Part A of that Act); or
 - (iii) any other prescribed activity of environmental significance under Schedule 1 of that Act?
-
- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct, at the land-
- (i) a waste or recycling depot (as referred to in clause 3(3) of Schedule 1 Part A of that Act); or
 - (ii) activities producing listed wastes (as referred to in clause 3(4) of Schedule 1 Part A of that Act); or
 - (iii) any other prescribed activity of environmental significance under Schedule 1 of that Act?
-
- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
-
- (d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
-
- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?
-
- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?
-
- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?
-
- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?
-

Note-

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions-

- in the case of a licence or exemption under the *Environment Protection Act 1993*-
 - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
 - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act-the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

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

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to-

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4-Pollution and site contamination on the land-details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?
- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?
- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?
- (d) a copy of a site contamination audit report?
- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?
- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?
- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?
- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

Note-

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5-Pollution and site contamination on the land-other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?
- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

(d) a copy of a pre-1 July 2009 site audit report?

(e) details relating to the termination before completion of a pre-1 July 2009 site audit?

Note-

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6-Further information held by councils

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

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

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*)?

Refer to Council Search attached

Note-

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

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

It should be noted that-

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

7-Further information for purchasers

Note-

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(1)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee. If-

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
 - a notice of declaration of special management area in relation to the land has been gazetted; or
 - a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land;
- or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

ANNEXURES

~~There are no documents annexed hereto~~ / The following documents are annexed hereto -

Form R3 – Buyers Information Notice
Copy of certificate(s) of title to the land

- Property Interest Report ("PIR")
- Council Search
- Emergency Services Levy ("ESL") Certificate
- Land Tax Certificate
- SA Water Certificate
- Encumbrance No. 10831703
- Residential Tenancy Agreement

(*Strike out whichever is not applicable)

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 - VENDOR'S STATEMENT
(Section 7, Land and Business (Sale and Conveyancing) Act 1994)

*I / We the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 1 with the annexures as set out above.

Dated this Day of 20

Signed: _____

Purchaser(s)

Form R3

Buyers information notice

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

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

Certificate of Title

Annexure to Form 1 Statement



Product Register Search (CT 5970/78)
 Date/Time 11/02/2021 01:32PM
 Customer Reference
 Order ID 20210211006241

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 5970 Folio 78

Parent Title(s) CT 5213/508
 Creating Dealing(s) RTC 10493969
 Title Issued 28/08/2006 Edition 4 Edition Issued 03/07/2017

Estate Type

FEE SIMPLE

Registered Proprietor

DANIEL JAMES BARTEL
 OF 104 VERRALL ROAD UPPER HERMITAGE SA 5131
 99 / 100 SHARE

CELIA ANNE BARTEL
 OF 104 VERRALL ROAD UPPER HERMITAGE SA 5131
 1 / 100 SHARE

Description of Land

ALLOTMENT 4 DEPOSITED PLAN 71203
 IN THE AREA NAMED MOUNT BARKER
 HUNDRED OF MACCLESFIELD

Easements

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

Schedule of Dealings

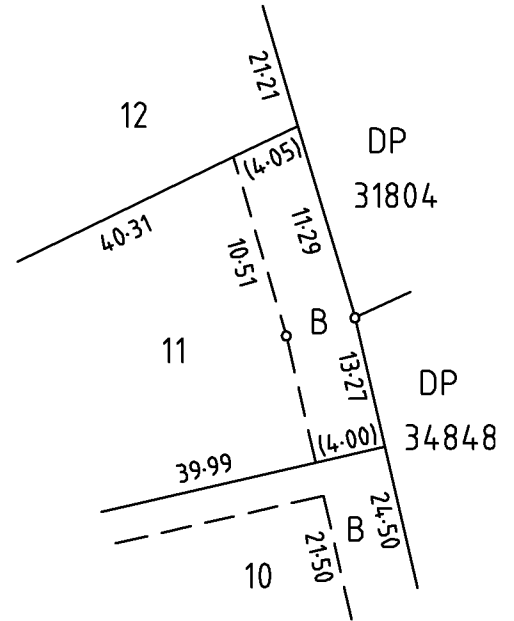
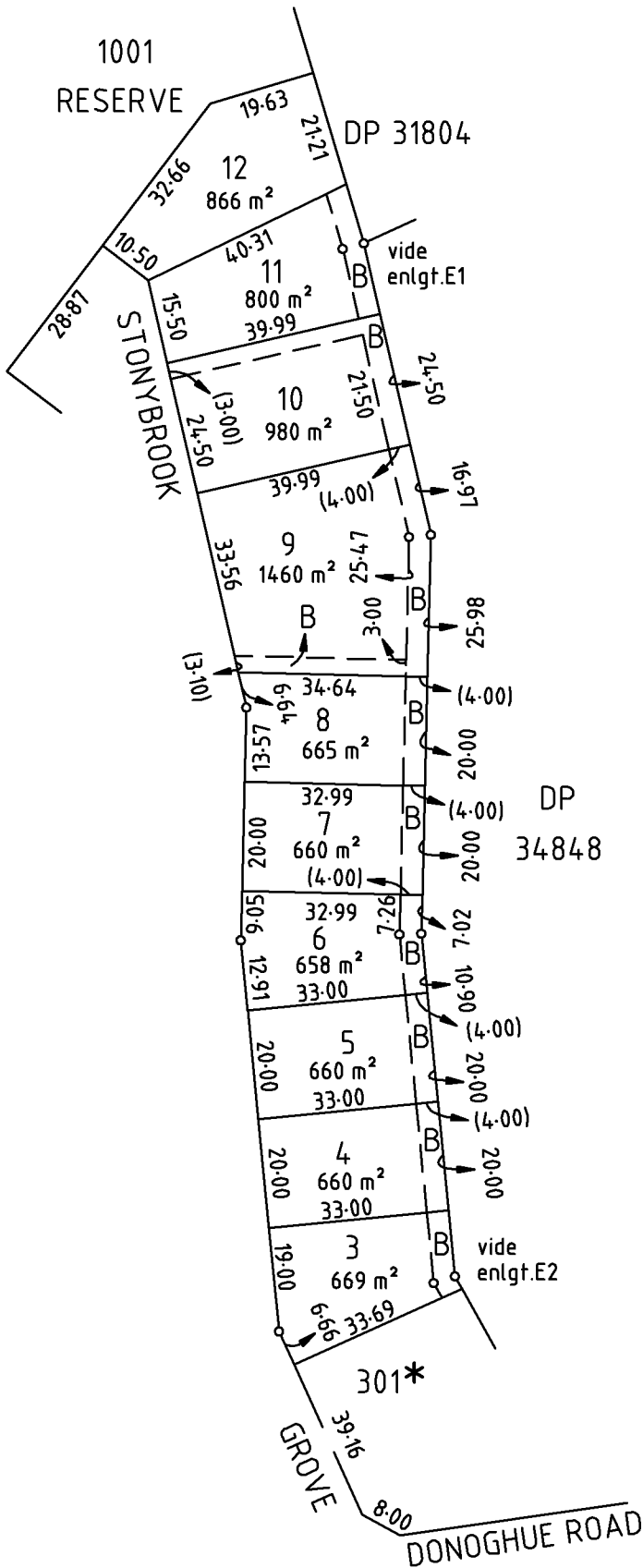
Dealing Number	Description
10831703	ENCUMBRANCE TO GEMTREE PROPERTY PTY. LTD. (SINGLE COPY ONLY)
12748793	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

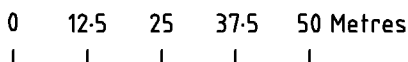
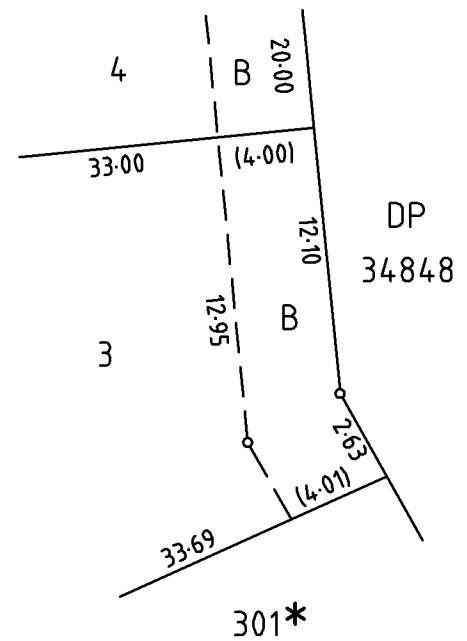
Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

* Asterisk denotes PIECE identifier only.

ENLARGEMENT E1
(NOT TO SCALE)



ENLARGEMENT E2
(NOT TO SCALE)



Property Interest Report

(formerly Section 7)

Annexure to Form 1 Statement

Property Interest Report

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

Title Reference	CT 5970/78	Reference No. 2169352
Registered Proprietors	D J & C A*BARTEL	Prepared 11/02/2021 13:32
Address of Property	8 STONYBROOK GROVE, MOUNT BARKER, SA 5251	
Local Govt. Authority	THE DISTRICT COUNCIL OF MOUNT BARKER, MOUNT BARKER DISTRICT COUNCIL	
Local Govt. Address	POST OFFICE BOX 54, MOUNT BARKER, SA 5251, PO BOX 54 MOUNT BARKER SA 5251	

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 the 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 | 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 | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant | 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.) | 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 Heritage Branch in Aboriginal Affairs and Reconciliation Division in DPC 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 an area surrounding a site | Aboriginal Heritage Branch in Aboriginal Affairs and Reconciliation Division in DPC has no record of any direction affecting this title |
| 2.3 | Part 3 Division 6 - Aboriginal heritage agreement | Aboriginal Heritage Branch in Aboriginal Affairs and Reconciliation Division in DPC has no record of any agreement affecting this title

also
Refer to the Certificate of Title |

3. Crown Rates and Taxes Recovery Act 1945

- | | | |
|-----|--------------------------------------|--|
| 3.1 | section 5 - Notice requiring payment | Land Administration Branch in DEWNR has no record of any notice affecting this title |
|-----|--------------------------------------|--|

4. *Development Act 1993*

4.1 Part 3 - Development Plan

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

also

Heritage Branch in DEWNR 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

Contact the Local Government Authority for other details that might apply on any Development Plan Amendment Reports

also

Department of Planning, Transport and Infrastructure has no record of a Ministerial Development Plan Amendment affecting this title

The Minister is proposing to revoke all Development Plans within South Australia and replace them with the Planning and Design Code (the Code). The Code is the cornerstone of South Australia's new planning system, and will become the single source of planning policy for assessing development applications across the state. The Code will replace all South Australian Development Plans.

The purpose of this is to make the planning process quicker, simpler and more equitable than ever before, affording South Australians greater access to planning information that is consistent and clear. This in turn will help the community to navigate the planning system when building a house, developing a business, or progressing large commercial developments.

Phase 1 and 2 of the Code cover the outback regions and the majority of Regional Councils. Implementation for these phases was completed on 31 July 2020. The content of these phases is applicable to Regional Councils that do not incorporate a town or settlement with a population of more than 10,000 people, where limited urban policy would apply, with the exception of Kangaroo Island and Copper Coast which have been moved to Phase 3.

Phase 3 is applicable to Greater Adelaide Councils and Regional Councils that incorporate a town or settlement with a population over 10,000 people where urban policy would apply. Phase 3 will come into effect on 19 March 2021.

Through this transitional period planning zone information should be verified as to application under the *Development Act 1993* and the *Planning, Development and Infrastructure Act 2016*.

Further information on the Code is available on the Plan SA Portal.

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

Or call 1800 752 664 (Option 1)

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

State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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

- | | | |
|------|---|---|
| 4.3 | section 50(1) - Requirement to vest land in a council or the Crown to be held as open space | State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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 |
| 4.4 | section 50(2) - Agreement to vest land in a council or the Crown to be held as open space | State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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 |
| 4.5 | section 55 - Order to remove or perform work | State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 4.6 | section 56 - Notice to complete development | State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 4.7 | section 57 - Land management agreement | Refer to the Certificate of Title |
| 4.8 | section 60 - Notice of intention by building owner | Contact the vendor for these details |
| 4.9 | section 69 - Emergency order | State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 4.10 | section 71 - Fire safety notice | Building Fire Safety Committee in the Department of Planning, Transport and Infrastructure has no record of any notice affecting this title |
| 4.11 | section 84 - Enforcement notice | State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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 |
| 4.12 | section 85(6), 85(10) or 106 - Enforcement order | State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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 |
| 4.13 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply

also

Contact the vendor for these details |

5. Repealed Act conditions

- | | | |
|-----|---|---|
| 5.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) | State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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 |
|-----|---|---|

6. *Emergency Services Funding Act 1998*

6.1 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**

7. *Environment Protection Act 1993*

- | | | |
|------|---|---|
| 7.1 | 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 |
| 7.2 | 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 |
| 7.3 | 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 |
| 7.4 | 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 |
| 7.5 | 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 |
| 7.6 | 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 |
| 7.7 | 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 |
| 7.8 | 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 |
| 7.9 | 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 |
| 7.10 | 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 |

8. *Fences Act 1975*

- | | | |
|-----|---|--------------------------------------|
| 8.1 | section 5 - Notice of intention to perform fencing work | Contact the vendor for these details |
|-----|---|--------------------------------------|

9. *Fire and Emergency Services Act 2005*

- | | | |
|-----|---|---|
| 9.1 | 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 |
|-----|---|---|

10. *Food Act 2001*

- | | | |
|------|---------------------------------|--|
| 10.1 | section 44 - Improvement notice | Public Health in DH has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 10.2 | section 46 - Prohibition order | Public Health in DH has no record of any order or direction affecting this title
also
Contact the Local Government Authority for other details that might apply |

11. *Fruit and Plant Protection Act 1992 (repealed)*

- 11.1 section 14 or 15 - Notice or order concerning disease
Land & Biodiversity Services in DEWNR has no record of any notice or order affecting this title

also

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

12. *Ground Water (Qualco-Sunlands) Control Act 2000*

- 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
Resource Allocation in DEWNR has no record of any notice affecting this title

13. *Heritage Places Act 1993*

- 13.1 section 14(2)(b) - Registration of an object of heritage significance
Heritage Branch in DEWNR has no record of any registration affecting this title
- 13.2 section 17 or 18 - Provisional registration or registration
Heritage Branch in DEWNR has no record of any registration affecting this title
- 13.3 section 30 - Stop order
Heritage Branch in DEWNR has no record of any stop order affecting this title
- 13.4 Part 6 - Heritage agreement
Heritage Branch in DEWNR 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 DEWNR has no record of any "No development" order affecting this title

14. *Highways Act 1926*

- 14.1 Part 2A - Establishment of control of access from any road abutting the land
Transport Services Division in DPTI has no record of any registration affecting this title

15. *Housing Improvement Act 1940*

- 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 in Housing SA in DCSI has no record of any notice or declaration affecting this title

16. *Land Acquisition Act 1969*

- 16.1 section 10 - Notice of intention to acquire
Refer to the Certificate of Title for any notice of intention to acquire

17. *Land Tax Act 1936*

- 17.1 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**

18. *Local Government Act 1934*

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

19. *Local Government Act 1999*

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

20. *Metropolitan Adelaide Road Widening Plan Act 1972*

20.1 section 6 - Restriction on building work Transport Services Division in DPTI has no record of any restriction affecting this title

21. *Mining Act 1971*

21.1 Mining tenement (other than an exploration licence) Mineral Tenements in PIRSA has no record of any mining tenement affecting this title

21.2 section 9AA - Agreement or order to waive exemption from mining operations Contact the vendor for these details

21.3 section 58(a) or 59(8)(b) - Agreement authorising mining operator to enter land or use declared equipment on land Contact the vendor for these details

21.4 section 61 - Agreement or order to pay compensation for mining operations Contact the vendor for these details

21.5 Proclamation with respect to a private mine Mineral Tenements in PIRSA has no record of any proclamation affecting this title

22. *Native Vegetation Act 1991*

22.1 Part 4 Division 1 - Heritage agreement Native Vegetation & Biodiversity Management Unit in DEWNR has no record of any agreement affecting this title

also

Refer to the Certificate of Title

22.2 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation Native Vegetation & Biodiversity Management Unit in DEWNR has no record of any refusal or condition affecting this title

23. *Natural Resources Management Act 2004*

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

23.2 section 105 - Notice to pay levy in respect of right to take water or taking of water Customer & Corporate Services in DEWNR has no record of any notice affecting this title

23.3 section 115 - Notice declaring a penalty Regional NRM board has no record of any notice affecting this title

23.4 section 123 - Notice to prepare an action plan for compliance with general statutory duty Regional NRM board has no record of any notice affecting this title

also

DEWNR has no record of any notice affecting this title

23.5 section 130 - Notice to rectify effects of unauthorised activity Regional NRM board has no record of any notice affecting this title

also

DEWNR has no record of any notice affecting this title

23.6 section 131 - Notice to maintain watercourse or lake in good condition Regional NRM board has no record of any notice affecting this title

also

DEWNR has no record of any notice affecting this title

23.7 section 132 - Notice restricting the taking of water or directing action in relation to the taking of water DEWNR has no record of any notice affecting this title

23.8 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object DEWNR has no record of any notice affecting this title

23.9 section 135 - Condition (that remains in force) of a permit Regional NRM board has no record of any notice affecting this title

also

Resource Allocation in DEWNR has no record of any notice affecting this title

- | | | |
|-------|--|--|
| 23.10 | section 145 - Notice to take remedial or other action in relation to a well | Regional NRM board has no record of any notice affecting this title |
| 23.11 | section 181 - Notice of instruction as to keeping or management of animal or plant | Regional NRM board has no record of any notice affecting this title |
| 23.12 | section 183 - Notice to prepare an action plan for the destruction or control of animals or plants | Regional NRM board has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 23.13 | section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve | Regional NRM board has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 23.14 | section 187 - Notice requiring control or quarantine of animal or plant | Regional NRM board has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 23.15 | section 193 - Protection order to secure compliance with specified provisions of the Act | Regional NRM board has no record of any order affecting this title |
| 23.16 | section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | Regional NRM board has no record of any order affecting this title |
| 23.17 | section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act | Regional NRM board has no record of any authorisation affecting this title |

24. *Phylloxera and Grape Industry Act 1995*

- | | | |
|------|--|---|
| 24.1 | 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 |
|------|--|---|

25. *Plant Health Act 2009*

- | | | |
|------|---|---|
| 25.1 | section 8 or 9 - Notice or order concerning pests | Plant Health in PIRSA has no record of any notice or order affecting this title |
|------|---|---|

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

- | | | |
|------|---|--|
| 26.1 | Part 3 - Notice | Public Health in DH has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 26.2 | <i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i> | Public Health in DH has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 26.3 | <i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i> | Public Health in DH has no record of any order affecting this title
also
Contact the Local Government Authority for other details that might apply |

27. *Sewerage Act 1929 (repealed)*

- | | | |
|------|---|---|
| 27.1 | Notice, order or demand for payment of sewerage rates, other amounts payable or other requirements made under the Act | 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 |
|------|---|---|

28. South Australian Public Health Act 2011

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

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

- 29.1 section 23 - Notice of contribution payable Infrastructure and Business in DEWNR has no record of any notice affecting this title

30. Water Industry Act 2012

- 30.1 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 DSD 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.

31. Water Resources Act 1997

- 31.1 section 18 (repealed) - Condition (that remains in force) of a permit Customer & Corporate Services in DEWNR has no record of any condition affecting this title
- 31.2 section 125 (or a corresponding previous enactment) - Notice to pay levy Customer & Corporate Services in DEWNR has no record of any notice affecting this title

32. Waterworks Act 1932 (repealed)

- 32.1 Notice, order or demand for payment of water rates, other amounts payable or other requirements made under the Act **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**

33. Other charges

- 33.1 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

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 court or tribunal process | Contact the vendor for these details |
| 7. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 8. | 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 |
| 9. | 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 Commission Assessment Panel refusal | No recorded State Commission Assessment Panel 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 in DPC has no record affecting this title |
| 8. | Gravesites (<i>Burial and Cremation Act 2013</i>) | Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title
also contact the vendor for these details |
| 9. | Dog Fence (<i>Dog Fence Act 1946</i>) | Dog Fence Board has no current record of Dog Fence rates relating to this title |
| 10. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 11. | Heritage Branch DEWNR (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEWNR has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 12. | Health Protection Programs – Department for Health and Ageing | Health Protection Programs in the Department for Health and Ageing 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 Infrastructure - Building Restrictions and Statutory Easements

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 DMITRE for further details.

Statutory easements

Separate from the above 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 provide these 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 telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

A statutory easement is not generally registered on the title for the land.

To avoid risking injury and damage, it is recommended that the location of underground services be confirmed by telephoning Dial-Before-You-Dig on 1100.

For further clarification on these matters, please contact SA Power Networks' Real Estate Branch on telephone 8404 5897 or 8404 5894.

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.

Development Act 1993/Planning, Development and Infrastructure Act 2016

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchasers should take reasonable steps to determine if ACP has been identified on any buildings on the land, and also the status of any required remediation works related to the presence of ACP on such building.

If you have any questions regarding the notice in the PIR/Form 1 please email: DIT.LandBoundaries@sa.gov.au, or further information about ACP can be found on the Plan SA website:

https://plan.sa.gov.au/our_planning_system/programs_and_initiatives/aluminium_composite_panel_audit

Natural Resources Management Act 2004

Water Resources Management - Taking of underground water

Under the provisions of the *Natural Resources Management Act 2004*, 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 contact the Department on the telephone number 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 Specifications for well construction, modification and abandonment in South Australia

Further information may be obtained by contacting the Department of Water, Land and Biodiversity Conservation, Level 1 Grenfell Centre, 25 Grenfell Street, Adelaide or on telephone 8463 6898.

Council Search

Pursuant to Section 187 of the Local Government Act 1999

Annexure to Form 1 Statement

CERT. NO: 36767

Page: 1



MOUNT BARKER
DISTRICT COUNCIL

Cert. No: 36767
Your Ref:

Enquiries phone: 8391 7200
Ref: LJ

12/02/2021

Searchlight Technology
PO Box 232
RUNDLE MALL

Dear Sir/Madam,

REQUEST FOR INFORMATION

We refer to your request and now attach particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act 1999 and the Land Business (Sale and Conveyancing) Act 1994.

Yours faithfully,

A handwritten signature in blue ink, appearing to be 'J. Smith'.

TEAM LEADER CUSTOMER SERVICE

Assessment No:	208249	Capital Value:	\$350,000
Property File No:	259328		
Valuer General No:	5813534803		
Owner:	D J & C A Bartel		
Property Address:	8 Stonybrook Grove MOUNT BARKER 5251		
Property Title:	ALT: 4 PT: SEC: DP: 71203 CT: 5970/78		

Attachments: Development Approvals – 580/D067/99, 580/D637/03, 580/497/06, 580/769/07
Easement Information Sheet

**PRESCRIBED INFORMATION
DEVELOPMENT SECTION**

Part 1 – Items that must be included in statement

Development Act 1993.

Part 3 Development Plan

Title or other brief description of zone and/or policy area in which the land is situated (as shown in the Development Plan):

Zone: Residential Zone

Policy Area: Nil

Historic Conservation Area: Nil

NOTE: If you have any queries regarding the above zoning, please ask for our Development Services Department on 8391 7200.

Is the land situated in a designated State Heritage Area?

Nil

Is the land designated as a place of Local Heritage Value?

Nil

Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

Yes

Kanmantoo Copper Mine Development Plan Amendment

Information is available at www.mountbarker.sa.gov.au or contact Manager Planning Policy and Strategy on 8391 7200 or email council@mountbarker.sa.gov.au

Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

No

Section 42 - Condition (that continues to apply) of a development authorisation.

See attached approvals

Repealed Act conditions

Condition (that continues to apply) of an approval or authorisation granted under any of the following repealed Acts:

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

Nil

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

Council takes this opportunity to inform you that pursuant to the *Planning Development and Infrastructure Act 2016* (Section 65, Clause 2 of Schedule 6 and Clause 9 (7) of Schedule 8), the Council's Development Plan will be repealed in full and replaced with the Planning and Design Code (Code) on 19 March 2021. For further information regarding this change please refer to PlanSA at www.plan.sa.gov.au

Part 2 – Items to be included if land affected

Development Act 1993

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

Nil

Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space

Nil

Section 55 – Order to remove or perform work

Nil

Section 56 – Notice to complete development

Nil

Section 57 – Land Management Agreement

Nil

Section 69 – Emergency order

Nil

Section 71 – Fire safety notice

Nil

Section 84 – Enforcement notice

Nil

Section 85(6), 85(10) or 106 – Enforcement order

Nil

Part 11 Division 2 – Proceedings

Nil

Confirmed Planning/Development Section:

Name: *Jess* Signature: *[Signature]*

Date: *15/2/21*

Further information held by councils –

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

- a) commercial or industrial activity at the land; or
- b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993)?

Yes/No

Note—

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

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

It should be noted that—

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

Certified Development Section:

Planning:

Name: Jess Signature: [Signature]

Date 15/2/21

PARTICULARS OF BUILDING INDEMNITY INSURANCE

Note: - Building indemnity insurance is not required for:

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

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

Building Indemnity Insurance is required

Nil

Exemption from holding insurance:

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

Yes/No No

If Yes, see attached

Certified Development Section:	
Name: <i>Rob Gaeton</i>	Signature: <i>[Signature]</i>
Date: <i>15/02/21</i>	

Local Government Act 1934

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

NIL

Local Government Act 1999

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

Nil

See Certificate of Liabilities

Confirmed Enforcement/Compliance Section

Name: *James Tamm* Signature: 

Date: *05-2-2021*

HEALTH & GENERAL SECTIONS

Food Act 2001

Section 44 – Improvement Notice

Nil

Section 46 – Prohibition Order

Nil

Public & Environmental Health Act 1987 (Repealed)

Part 3 – Notice

Nil

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

Nil

Public & Environmental Health (Waste Control) Regulations 2010 (revoked) – regulation 19 – maintenance order (that has not been complied with)

Nil

South Australian Public Health Act 2011

Section 66 – Direction or requirement to avert spread of disease

Nil

Section 92 – Notice

Nil

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

Nil

Confirmed Environmental Health Section:

Name: *Janie Tann* Signature: 

Date: *15-2-2021*

FIRE AND EMERGENCY SERVICES ACT 2005

Section 105F (or section 56 or 83 (repealed)) – Notice of action required concerning flammable materials on land.

Nil

WATER

Water Industry Act 2012

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

Nil

CERTIFICATE OF LIABILITIES
in response to an enquiry pursuant to Section 187 of the
LOCAL GOVERNMENT ACT 1999

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

Outstanding Rates and Fines in Arrears		\$0.00
CWMS Operate, Maintain, Renew Charge levied 01/07/2020 due	\$542.00	
Waste Management Charge-3 Bin levied 01/07/2020 due :	\$201.00	
SA Murray-Darling Basin RL Levy levied 01/07/2020 due :	\$81.05	
Residential(1) - Land Use levied 01/07/2020 due :	\$1,458.58	
<u>Total Rates Levied 2020/2021</u>		\$2,282.63
Fines/Interest outstanding		\$0.00
Legal Fees and/or Bank Charges outstanding and other adjustments		-\$0.03
Less Government Concession		\$0.00
Less Council Rebate		\$0.00
Less rates paid		<u>-\$1,142.60</u>
Balance - rates and other monies due and payable		\$1,140.00
Property Related Debts		
TOTAL BALANCE OUTSTANDING AT 12/02/2021		\$1,140.00

FINES & INTEREST: The rates are payable in quarterly instalments payable in September, December, March and June due dates. If an instalment of rates is not paid on or before the due date, the instalment will be regarded as being in arrears and fines and/or interest will be added as provided by the Local Government Act 1999, as amended on the 12th of each month.

The charges as shown are valid only for the date of the certificate.

If settlement occurs within two months from the date of this certificate you may request updated information by faxing or emailing your current Certificate of Liabilities to Council. If the request for information falls outside of the above time frame, a new Section 187 Certificate is required.

Please Note: No verbal updates will be provided by Council.

Assessment Number: 208249

Certified Certificate of Liabilities:

Name: Michael Doyle Signature: 

Date: 15/2/21

CERT. NO: 36767

Page: 11

OTHER: Nil

DISCLAIMER:

The information herein is provided pursuant to the Council's obligations under Section 12 of the Land and Business (Sale and Conveyancing) Act 1994.

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

DECISION NOTIFICATION FORM**COPY****Development Number****580/D067/99**

FOR DEVELOPMENT APPLICATION

DATED: 30/11/1999
REGISTERED ON: 06/12/1999

TO: Andrew Davidson
Survey Drafting & Title Search
Subdivision Design Consultancy
6 Martens Avenue
FULLARTON SA 5063

LOCATION OF PROPOSED DEVELOPMENT:
29 Donoghue Road, Hundred Of Macclesfield 9999

NATURE OF PROPOSED DEVELOPMENT:
Land Division to create twenty-five (25) additional allotments

From The District Council of Mount Barker

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	Granted	4		
Land Division - Requirements	Granted	27		
Land Division (Strata) - Requirements				N/A
Provisional Building Rules Consent				N/A
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	Granted	31		

Details of the building classification & the approved number of occupants under the Building Code are attached.
 (If Applicable)

..... representation(s) from third parties concerning your category 3 proposal were received - Not Applicable

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.

Signed: *S. deavis*

Development Approval
 Council Delegate

Decision Notification Form

580/D067/99

PROVISIONAL DEVELOPMENT PLAN CONSENT**Conditions of Consent by the Council:**

1. The development herein approved to be carried out in accordance with the plans and details accompanying this application, (plans received 6th December, 1999) except where amended by the following condition(s).
2. An amended plan is to be submitted to Council which shows:
 - a) a 30 metre left turn taper into the proposed new access road (refer Transport SA 99/00841, D99/32524)
 - b) the front boundary of proposed Allotment 416 realigned to be adjacent to the southern boundary of proposed Allotment 415, to prevent any access from Ingram Court to Flaxley Road.
 - c) the boundaries of proposed Allotments 407, 408 & the adjacent Reserve 498 re-aligned to place the two mature red gums (*Eucalyptus camaldulensis*) located on proposed Allotment 407 & 408, within the Reserve (refer Native Vegetation Secretariat, DEHAA 30th December, 1999)

Condition imposed at the request of the Environment Protection Agency, DEHAA (5th January, 2000)

3. Development shall proceed in accordance with:
 - an appropriate Soil Erosion and Drainage Management Plan (as described in the "Stormwater pollution Control, General Code of Practice for Local, State and Federal Government) which includes a range of strategies to collect, treat, store and dispose of stormwater during construction and from the final form of the development (ie from roofs, driveways, parking areas, lawns, etc) while minimising disposal into the environment. Given that stormwater can contain a wide range of pollutants (such as suspended solids, nutrients and oils etc) stormwater run off from future roofs, car parks and other impermeable surfaces should be directed to large areas of vegetation, wetlands, or to natural or man-made fresh water features, rather than directly to any storm water system. The Soil Erosion and Drainage Management Plan must consider the impacts on any existing watercourses and downstream stormwater control facilities.
 - an appropriate Construction Management Plan which addresses the mitigation or minimisation of impacts (especially from noise and dust) during the construction phase. Dust generated by machinery and vehicular movement during site works, and from any open stockpiling of soil or building materials at the site, should be suppressed by regular application of water to ensure that dust generation does not become a nuisance off site. Site development machinery should be generally not be operated outside the hours of 7.00am to 6.00pm daily.

Signed:.....*S. Davis*.....
Development Approval

Decision Notification Form**580/D067/99****Condition imposed at the request of Transport SA (ref 99/00841, D99/32524)**

4. a) The pavement of the proposed Donoghue Road is to be extended to and connected with the carriageway of Flaxley Road.
- b) The developer is to provide a sealed, 30m left turn taper into the proposed new access road.
- c) All roadworks area are to be designed and constructed to standards as required by this Agency and all costs associated with the design, construction and project management of the roadworks are borne by the developer.

(Before any details road design work is commenced, the developer should obtain a copy of "Requirements for Roadworks Undertaken by Developers on TSA Roads" from the Business Services Officer, Traffic Investigations Unit, Metropolitan Region, telephone number (08) 8226 8337. For further information please contact Traffic Engineer, Mr Andrew Townsend on (08) 8226 8266.)

Note 1:

The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that its activities on the whole site, including during construction, do not pollute the environment in a way which causes, or may cause environmental harm. (Refer Environment Protection Agency, DEHAA, 5th January 2000)

Note 2:

When considering proposals for the development of Allotments 410 and 411, Council shall require the access points are adjacent to their south-eastern boundaries. (Refer Transport SA 99/0841, D99/32524)

Note 3:

ETSA Utilities Pty Ltd have a registered easement over portion of Allotment 497 in this proposal which provides tenure for our 11kv padmount transformer.

ETSA also have 66kv overhead mains crossing allotment 497. These mains are protected by a statutory easement pursuant to Schedule 2 Paragraph 5 of the Electricity Corporations Act 1994. A statutory easement is of undefined width and enables ETSA to enter the land and maintain and upgrade the existing equipment.

Signed:.....*J. Davis*.....

Development Approval
Council Delegate

Decision Notification Form**580/D067/99**

ETSA would not permit buildings or structures (except fences) to be erected on these easements. It would seem, however, that the proposed allotments are large enough to site building without encroaching on the registered easement.
(Refer ETSA Utilities, EC/AJC, 12th January 2000)

Note 4:

The registered easement marked 'A' which ElectraNet SA hold of the land in the above proposals provides tenure for our 275000 volt and 132000 volt overhead powerlines.

No building or permanent structure can be placed on this easement without written approval from ElectraNet SA. In addition, there is legislation (Section 86 of Electricity Act 1996) and regulations (Section 39 Regulations under the Electricity Act) regarding the construction of buildings in proximity to powerlines. These regulations a minimum distance of 25m from the centre of pole/tower and any permanent building or structure. (Refer ElectraNet SA, 19th January 2000)

NOTE: The applicant is reminded to contact Council when all the Council's conditions and requirements have been complied with and accordingly, the Development Assessment Commission will then be notified that the Council has no objections to the issue of the Certificate of Approval.

Conditions of Consent by Development Assessment Commission:

No conditions apply

LAND DIVISION CONSENT**Statement of Council Requirements:**

1. Roads shall be designed by a chartered engineer and consist of a compacted rubble and crushed rock base, sealed with hotmix bitumen. The cross section of the road shall be symmetrical, ie a two way cross fall.
2. Concrete kerb and watertable being provided of a rollover type except along the edges of reserves where the upright form of kerbing should be used.
3. Footpaths shall be provided along one side of all roads. Such footpaths shall be concrete, 1.2 metres wide, 100mm thick and reinforced with F62 steel mesh centrally located. The final design of such footpaths shall be to the satisfaction of the Manager, Engineering Services.

Signed:.....*J. Davis*.....
Development Approval

Decision Notification Form**580/D067/99**

4. That the applicant shall provide a detailed assessment and plans of the proposed Stormwater Drainage Management Scheme, as outlined in the flood assessment report dated 18th January 1991. The assessment must be carried out by a professional Civil Engineer (preferably the writer of the original Flood Assessment Report) and include details of the manner in which the issues raised in the Flood Assessment Report are to be addressed. All such flood mitigation and/or stormwater management works detailed in the assessment shall be completed in accordance with the approved plans. Approval of the aforementioned assessment and plans must be obtained from Council's Manager for Engineering Services in writing prior to the commencement of any construction Company and report date.
5. Rear of allotment stormwater drainage to be provided for those allotments that do not drain naturally to their road frontage watertable. Such drains shall be designed to accommodate stormwater from the entirety of the respective allotments in the occurrence of a 1 in 10 year ARI storm event. Each allotment shall be provided with a 300mm by 300mm grated inlet pit, located at the lowest corner of each respective allotment. Rear of allotment stormwater drainage shall also be provided where allotments back onto reserves.
6. Where properties drain naturally to the street, two galvanised steel kerb adaptors shall be provided per allotment. Such adaptors shall be cast into the kerb. The location of which shall be within approximately one metre from the alignment of adjoining property boundaries. Where footpaths are to be provided, a 100mm diameter stormwater sleeve shall be provided under the footpath adjacent each respective kerb adaptor. The installation of the pipe should ensure a minimum fall of 1 in 100 towards the kerb.(Also see Council's concrete footpath detail).
7. All other stormwater drainage pipes shall be designed to carry a 1 in 10 year ARI storm event. All allotments shall be protected from inundation in a 1 in 100 year ARI storm event.
8. As constructed" plans for all stormwater mitigation works shall be provided at the conclusion of works. Such plans shall confirm that the location and level of all structures such as swales, levee banks, bulk filling pipes etc. as required by the flood report / mitigation plans for the development are fully complied with.
9. A Septic Tank Effluent Drainage Scheme levy of \$2500 to be paid for each allotment requiring a new connection to the scheme.
10. The Septic Tank Effluent Drainage Scheme (S.T.E.D.S.) to be extended to service the development and each allotment to be provided with a connection to the scheme. (Refer to Engineering Department for details.)

Signed:.....*S. Davis*.....
Development Approval
Council Delegate

Decision Notification Form**580/D067/99**

11. Fencing shall be erected along the boundaries of any reserve where the reserve abuts any allotment not being a road or existing reserve. Such fencing shall be 1800mm high timber fencing with posts and rails "facing into the allotment" to ensure privacy and screening. The type and particulars of all fencing shall be detailed in the landscaping plan required below and approved in writing by Council's Manager, Environmental Services prior to the erection of such fencing.
12. Street trees to be provided along each new roadway and shall be generally located adjacent each adjoining properties common boundary. The species, age, method of planting and exact location of trees to be approved by Council's Horticultural Officer in writing prior to planting. The trees shall be maintained by the applicant throughout the 12 months guarantee period.
13. All reserves shall be graded, grassed, fenced and landscaped to the satisfaction of Council's Manager, Engineering Services prior to the issue of a Certificate of Approval. Such works shall be detailed in the form of a landscaping plan and submitted to Council in conjunction with other engineering design. Such design should incorporate the following:
- retention of significant existing indigenous vegetation;
 - proposed street tree planting;
 - grading of the land form to ensure the reserves are suitably designed and established for future use and maintenance to the satisfaction of Council. Where dams are required the walls of such dams should not exceed a 1 in 8 gradient;
 - reserve irrigation systems;
 - fencing design;
 - provision of park furniture (seats, bins, etc), park lighting;
 - noxious weeds are to be eradicated;
 - a minimum of 100 mm of top-soil should be provided over all reserves;
 - All top-soil should be planted with 'Hills mix' grass seed and watered where necessary to ensure a continuous grass coverage of all reserves is achieved prior to the conclusion of the guarantee period;
 - the proposed reserves shall be planted with a mixture of native and selected exotic trees to complement the existing vegetation and to provide and accommodate for soil stabilisation, shade, ease of future maintenance, bushfire risk minimum and general aesthetic quality.

All the reserve development as required above shall be maintained and guaranteed by the applicant for 12 months from the date of completion. The 12 months maintenance period shall commence on the date of receipt of a bank guarantee equating to 25% of the reserve development value.

14. The roads shall be named: Donoghue Road, Ingram Court.

Signed: *S. Davis*

Development Approval

Decision Notification Form**580/D067/99**

15. Easements shall be provided over all drains in any allotments not being a road or reserve. Unless indicated otherwise, such easements shall be four (4) metres wide where the easement contains more than one drain and three (3) metres wide when the easement contains only a single drain.
16. The requirements of the Electricity Trust of South Australia shall be met.
17. The engineering design and specifications for all site construction works including any required roads, kerbing, drainage etc. is to be approved by the Manager, Engineering Services in writing prior to the commencement of any site works.
18. All construction work shall be guaranteed for the period of 12 months from the date of practical completion. A bank guarantee whose value represents 5% of the total contract price shall be lodged with Council prior to practical completion. The Bank guarantee shall be held by Council for the full 12 months guarantee period and shall only be released when Council is satisfied that there are no defect items outstanding.
19. Street signs shall be provided at the threshold to each new road. The sign shall be made of extruded aluminium 830mm long, 150mm high, with the end cut off square. The sign shall be mounted to a galvanised steel post using side mounting clamps. The post shall be 3000mm long with the bottom 600mm located in a galvanised steel sleeve suitably anchored into the ground. Lettering shall be black 100mm high centrally located on the sign, the background shall be reflective white. If two lines of text are required eg. "No Through Road" following the street name, then the sign shall be 200mm wide and "No Through Road" shall be written on the second line in 50mm high text.
20. All public utilities(water supply, STEDS., electricity and telecom services) shall be provided underground.
21. A survey plan shall be provided which depicts the location and circumference of all mature existing trees within each allotment. The allotment boundaries shall be revised where necessary to ensure that all significant trees can be retained and that each allotment contains at least one cleared portion of land so that buildings can be located a minimum distance of 20 metres from the significant trees and so that allotment boundaries are at least 5 metres from significant trees, to the satisfaction of Council's Manager of Environmental Services. This requirement may necessitate the preparation of building envelope encumbrances or Land Management Agreements to protect trees on the said allotments.

Signed:.....*J. Lewis*.....
Development Approval

Decision Notification Form

580/D067/99

22. Temporary silt control devices in the form of hay bales or silt fences to be installed on the development site prior to commencement of works. The devices are to be maintained throughout the construction period and dismantled at the conclusion of works. Any silt captured by the device/s to be disposed of to the satisfaction of the Manager, Environmental Services.
23. A stormwater silt control device in the form of a siltation basin is to be installed on the development site within the drainage reserve 128 prior to commencement of any construction. The size and the shape of the drainage reserve may need to be revised to accommodate the required siltation basin. All stormwater run off from the subject land is to be mitigated through this device in both the short and long term. The basin is to be maintained until the conclusion of the 12 months maintenance period. Any silt captured in the basin is to be disposed of regularly to the satisfaction of the Manager, Engineering Services. The size of the basin shall accommodate a 1 in 2 year ARI storm of a duration that maximises the volume of the basin. The retention time of the stormwater shall be a minimum of 48 hours from peak full to empty. This allows for adequate settlement of the accumulated sediments. The Stormwater from the basin shall drain from the surface. The design shall also address the potential problem of short circuiting and sediments being resuspended due to high incoming stormwater velocities.
24. All engineering designs shall be to AHD and AMG.
25. "As constructed" plans for all stormwater and/or STEDS construction shall be provided at the conclusion of works. Such plans shall show the exact locations of all pipes, flushing points, manholes and other structures in relation to adjacent boundaries. The plans shall be submitted in both hard copy and Autocad® electronic format to Australian Map Grid standard. All levels are to be in accordance with the Australian Height Datum.

Statement of Development Assessment Commission Requirements:

1. Two copies of a certified survey plan being lodged with the Development Assessment Commission for Certificate purposes.
2. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water 90173/99)

Signed:.....*L. Lewis*.....
Development Approval
Council Delegate

DECISION NOTIFICATION FORM**Development Number 580/D637/03**

FOR DEVELOPMENT APPLICATION

DATED: 09/01/2004

REGISTERED ON: 09/01/2004

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

LOCATION OF PROPOSED DEVELOPMENT:

ALT: 202 SEC: 2907 DP: 34848 CT: 5083/79 , ALT: 205 SEC: 2907 DP: 34848 CT: 5213/508
Flaxley Road MOUNT BARKER , /29 Donoghue Road MOUNT BARKER.

NATURE OF PROPOSED DEVELOPMENT:

Land Division to create twenty nine (29) additional allotments

From The District Council of Mount Barker

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	Granted	1		
Land Division - Requirements	Granted	30		
Land Division (Strata) - Requirements				N/A
Provisional Building Rules Consent				N/A
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	Granted	31		

N/A representation(s) from third parties concerning your category 3 proposal were received - Not Applicable

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.

Signed:.....

Development Approval
 Council Delegate

Date of Decision: 15/02/2005

DECISION NOTIFICATION FORM

Development Number 580/D637/03

PROVISIONAL DEVELOPMENT PLAN CONSENT

Conditions of Consent by the Council:

1. The development herein approved to be carried out in accordance with the plans accompanying this application (Plan drawn by Alexander Symonds Surveying Consultants, Ref A031803, Rev D, RHF 08.06.04 received at the Council Offices 8 June 2004, Landscape Master Plan drawn by Swanbury Penglase, Ref 04002-SK001 received at the Council Offices on 4 March 2004, Gemtree Property Pty Ltd letter received at the Council Offices on 4 March 2004, Barry Forrest e-mail dated 22 March 2004, Gemtree Property Pty Ltd letter received at the Council Offices 10 May 2004 including Maunsell report and arborist report, Barry Forrest e-mail dated 3 June 2004)

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

Note: You are advised that the Development herein approved must be substantially commenced within 12 months of the date of this Approval, unless this period of time is extended by Council. Further, any act or work authorised or required by this Approval must be completed within 3 years of the date of this Approval, unless this period of time is extended by Council.

You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements. Any request for an extension of time must be lodged with Council prior to the expiration of time periods specified above.

Conditions of Consent by Development Assessment Commission:

No conditions apply

LAND DIVISION CONSENT

Statement of Council Requirements:

1. Roads shall be designed by a chartered engineer and consist of a compacted rubble and crushed rock base, sealed with hotmix bitumen.
2. Concrete kerb and watertable being provided of a rollover type except along the edges of reserves where the upright form of kerbing should be used.

Signed:.....
Development Approval
Council Delegate

Date of Decision: 15/02/2005

DECISION NOTIFICATION FORM**Development Number 580/D637/03**

3. Footpaths shall be provided along one side of all roads. Such footpaths shall be concrete, a minimum of 1.2 metres wide, 100mm thick and reinforced with F62 steel mesh centrally located. The final design of such footpaths shall be to the satisfaction of Council.
4. That the applicant shall provide a detailed Stormwater Drainage Management Scheme to meet District Council of Mount Barker Strategic Plan 19th February 2001 for the site. The Stormwater Drainage Scheme is to be prepared by a Professional Civil Engineer with suitable experience. The Stormwater Drainage Management Scheme is to incorporate:
- a detailed assessment of the flooding issues associated with the site
 - details of how issues raised in the Flood Assessment Report are to be addressed
 - protection of the site from flood ARI of 1 in 100
 - an assessment of the impact by the proposed development on flooding on properties /infrastructure that are affected by the floodplain
 - disposal of stormwater from the site in an effective manner
 - control litter and pollution from the site
 - measures to maintain the rate of run off from the site at levels no greater than those that existed prior to development
 - control erosion and sedimentation during construction
 - measures to encourage on site water harvesting.
5. Rear of allotment stormwater drainage to be provided for those allotments that do not drain naturally to their road frontage watertable. Such drains shall be designed to accommodate stormwater from the entirety of the respective allotments in the occurrence of a 1 in 10 year ARI storm event. The minimum diameter of the pipe shall be no less than 100mm diameter. Each allotment shall be provided with a 300mm by 300mm grated inlet pit, located at the lowest corner of each respective allotment. Rear of allotment stormwater drainage shall also be provided where allotments back onto reserves.
6. Where properties drain naturally to the street, two galvanised steel kerb adaptors shall be provided per allotment. Such adaptors shall be cast into the kerb. The location of which shall be within approximately one metre from the alignment of adjoining property boundaries. Where footpaths are to be provided, a 100mm diameter stormwater sleeve shall be provided under the footpath adjacent each respective kerb adaptor. The installation of the pipe should ensure a minimum fall of 1 in 100 towards the kerb. (Also see Council's concrete footpath detail).

Signed:.....

Development Approval
Council Delegate**Date of Decision: 15/02/2005**

Page 3 of 6

DECISION NOTIFICATION FORM

Development Number 580/D637/03

- 7. Underground stormwater pipes shall be provided to intercept and carry stormwater flowing through the reserves and shall discharge the stormwater to the pollution control device/s which are to be established within the reserve. Such pipes shall be designed to carry a flow equivalent to a 1 in 1 year ARI storm event and flows up to and including a 1 in 100 year ARI storm event shall be confined within the reserves.
- 8. All other stormwater drainage pipes shall be designed to carry a 1 in 10 year ARI storm event. All allotments shall be protected from inundation in a 1 in 100 year ARI storm event.
- 9. Stormwater pollution control device(s) are to be constructed generally in accordance with "Stormwater Pollution Prevention – Code of Practice for local, state and federal government" EPA, November 1997.
- 10. All such works detailed within the Stormwater Drainage Management Plan and/or flood mitigation plan shall be completed in accordance with the approved plans. Approval of the aforementioned plans must be obtained from Council in writing prior to the commencement of any construction.
- 11. The works as outlined in the Stormwater Drainage Management Scheme is to be certified by a Consulting Engineer that the works have been carried out in accordance with the approved plans and specifications.
- 12. "As constructed" plans for all stormwater mitigation works shall be provided at the conclusion of works. Such plans shall confirm that the location and level of all structures such as swales, levee banks, bulk filling pipes etc.
- 13. A Septic Tank Effluent Drainage Scheme levy of \$2500 to be paid for each allotment requiring a new connection to the scheme.
- 14. The Septic Tank Effluent Drainage Scheme (S.T.E.D.S.) to be extended to service the development with each allotment being connected to the scheme. (Refer Assets & Infrastructure Department for details.)
- 15. Where any new STEDS works are required as part of the development (not including "minor" works, e.g. a single branch connection off an existing drain), the design must be approved by the Department of Human Services under the provisions of the Waste Control Regulations. Their contact details are as follows:

Public and Environmental Health Service
 Environmental Health Branch
 PO Box 6
 Rundle Mall SA 5000

Signed:.....
 Development Approval
 Council Delegate

Date of Decision: 15/02/2005

DECISION NOTIFICATION FORM

Development Number 580/D637/03

16. The roads shall be named in consultation with Council.
17. The drainage reserve (allotment), be vested in Council ownership.
18. Easements shall be provided over all drains in any allotments not being a road or reserve. Unless indicated otherwise, such easements shall be four (4) metres wide where the easement contains more than one drain and three (3) metres wide when the easement contains only a single drain.
19. The requirements of ETSA Utilities shall be met.
20. The engineering design and specifications for all site construction works including any required roads, kerbing, footpaths, site works, drainage etc., is to be approved by Council in writing prior to the commencement of any site works.
Where appropriate, the design of such works should comply with Council's "Services, Works and Infrastructure Performance Criteria" (as amended) 1 June 2000.
21. The construction of all civil engineering and drainage works are to be supervised by an approved professional Civil Engineer with suitable experience. At the construction of works, the engineer will provide to Council a certificate declaring that all works have been carried out in a satisfactory manner and meets all the provisions of the approved plans and specifications for the development.
22. All construction work shall be guaranteed for the period of 12 months from the date of practical completion. A bank guarantee whose value represents 5% of the total contract price shall be lodged with Council prior to practical completion. The Bank guarantee shall be held by Council for the full 12 months guarantee period and shall only be released when Council is satisfied that there are no defect items outstanding.
23. Street signs shall be provided at the threshold to each new road. The sign shall be made of extruded aluminium 830mm long, 150mm high, with the end cut off square. The sign shall include the Council emblem. The sign shall be mounted to a galvanised steel post using side mounting clamps. The post shall be 3000mm long with the bottom 600mm located in a galvanised steel sleeve suitably anchored into the ground. Lettering shall be black 100mm high centrally located on the sign, the background shall be reflective white. If two lines of text are required eg. "No Through Road" following the street name, then the sign shall be 200mm wide and "No Through Road" shall be written on the second line in 50mm high text.
24. All public utilities(water supply, STEDS and Telstra services) shall be provided underground.

Signed:.....
Development Approval
Council Delegate

Date of Decision: 15/02/2005

DECISION NOTIFICATION FORM

Development Number 580/D637/03

- 25. Temporary silt control devices in the form of hay bales or silt fences to be installed on the development site prior to commencement of works. The devices are to be maintained throughout the construction period and dismantled at the conclusion of works. Any silt captured by the device/s to be disposed of to the satisfaction of Council.
- 26. Fencing shall be erected along the boundaries of any reserve where the reserve abuts any allotment not being a road or existing reserve. Such fencing shall be 1800mm capped Colorbond fencing with posts and rails "facing into the allotment". Any other fencing design requires Council approval. The type and particulars of all fencing shall be detailed in the landscaping plan required below and approved in writing by Council prior to the erection of such fencing.
- 27. Street trees to be provided along each new roadway and shall be generally located adjacent each adjoining properties common boundary. The species, age, method of planting and exact location of trees to be approved by Council's Horticultural Officer in writing prior to planting. The trees shall be maintained by the applicant throughout the 12 months guarantee period.
- 28. All reserves shall be graded, grassed, fenced and landscaped to the satisfaction of Council. Such works shall be detailed in the form of a landscaping plan and submitted to Council for approval in conjunction with any other engineering designs

Statement of Development Assessment Commission Requirements:

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

Signed:.....
Development Approval
Council Delegate

Date of Decision: 15/02/2005

DECISION NOTIFICATION FORM**Development Number 580/497/06**

FOR DEVELOPMENT APPLICATION

DATED: 17/07/2006

REGISTERED ON: 17/07/2006

TO: Swanbury Penglase Architects
244 Gilbert Street
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:**ALT: 205 SEC: 2907 DP: 34848 CT: 5213/508 29 Donoghue Road MOUNT BARKER.****NATURE OF PROPOSED DEVELOPMENT:****Entrance Wall****From****The District Council of Mount Barker**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	Granted	1		
Land Division - Requirements				N/A
Land Division (Strata) - Requirements				N/A
Provisional Building Rules Consent	Privately Certified	1		
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	Granted	2		

Details of the building classification & the approved number of occupants under the Building Code are attached.
 (If Applicable)

N/A representation(s) from third parties concerning your category 3 proposal were received - Not Applicable

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.

Signed:.....

Development Approval
 Council Delegate

Signed:.....

Development Approval
 Council Delegate

Date of Decision: 21/07/2006

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DECISION NOTIFICATION FORM	Development Number 580/497/06
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PROVISIONAL DEVELOPMENT PLAN CONSENT

The following condition(s) apply:

- (1) The development herein approved to be carried out in accordance with the plans and details accompanying this application (letter from Swanbury Penglase & drawing number 04002 WD06B received at Council 3 July 2006), except where amended by the following condition(s).

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

Note: Two (2) documents attached.

Note: You are advised that the Development herein approved must be substantially commenced within 12 months of the date of this Approval, unless this period of time is extended by Council. Further, any act or work authorised or required by this Approval must be completed within 3 years of the date of this Approval, unless this period of time is extended by Council.

You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements. Any request for an extension of time must be lodged with Council prior to the expiration of time periods specified above.

PROVISIONAL BUILDING RULES CONSENT

The following condition(s) apply, as imposed by the Private Certifier:

- (1) The design engineer shall inspect and certify the adequate founding of the footings prior to the concrete being placed.
BCA – P2.1

Note: Refer to attached Decision Notification Form of Provisional Building Rules Consent, for all conditions and notes imposed by the Private Certifier.

Signed:.....
Development Approval
Council Delegate

Signed:.....
Development Approval
Council Delegate

DECISION NOTIFICATION FORM	Development Number 580/497/06
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OTHER

The following notes apply:

- (1) During the period that the development is being undertaken care should be taken to ensure that all paper, plastic, rubbish and other waste material associated with building work is secured and contained within the subject land.

Reason: To prevent the spread of building waste to adjoining premises and to maintain sanitary conditions both on and off the site.

- (2) Precautions shall be taken to ensure the safety of the public during construction and/or demolition.
Roadways and footpaths adjacent to the site shall be kept clean and free of dirt and debris at all times, and any damage occurring to council roadways or footpaths as a result of the work shall be repaired to the satisfaction of council, at the applicant's expense.
Precautions shall be taken to prevent dust, noise or other nuisance from affecting nearby properties.

Reason: To provide a duty of care to the public.

Note: Eleven (11) documents attached.
Thirteen (13) documents attached.

Signed:.....
Development Approval
Council Delegate

Signed:
Development Approval
Council Delegate

DAVIS LANGDON

Level 7, 50 Grenfell Street, Adelaide SA 5000
 Ph: 08 8410 4044 Fax: 08 8410 4166
 adelaide@davislangdon.com.au

**DECISION NOTIFICATION FORM**

For Development Application

 Date / /
 Registered on / /

Davis Langdon Job No. 105222

Development Number 580/497/2006

To SWANBURY PENGLASE PTY LTD244 ALBERT STADELAIDE SA 5000**LOCATION OF PROPOSED DEVELOPMENT**

House No: <u>29</u>	Lot No: <u>205</u>				
Street: <u>DONOGHUE ROAD</u>		Town/Suburb: <u>MOUNT BARKER</u>			
Section No (full/part): <u>2907</u>	Hundred:	Volume: <u>5213</u>	Folio: <u>508</u>		

NATURE OF PROPOSED DEVELOPMENT:

ENTRANCE WALL

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Not Applicable
Provisional Development Plan consent	—	—	—	—
Land Division	—	—	—	—
Land Division (Strata)	—	—	—	—
Provisional Building Rules consent	11/7/06	1	—	—
Public Space	—	—	—	—
Other	—	—	—	—
DEVELOPMENT APPROVAL	—	See Notes	—	—

Details of the building classification and the approved number of occupants under the Building Code are attached, if applicable

If there were third party representatives, 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: 11 July 2006

- Development Assessment Commission or delegate
 Council Chief Executive Officer or delegate
 Private Certifier
 2 Sheets Attached

Signed: _____



DAVIS LANGDON

Level 7, 50 Grenfell Street, Adelaide SA 5000
 Ph: 08 8410 4044 Fax: 08 8410 4166
 adelaide@davislangdon.com.au



DEVELOPMENT ACT 1993
SECTION 42 – BUILDING RULES CONSENT CONDITIONS

DAVIS LANGDON JOB NO:	105222
NATURE OF DEVELOPMENT:	ENTRANCE WALL
LOCATION OF DEVELOPMENT:	29 DONOGHUE ROAD, MOUNT BARKER
APPLICANT:	SWANBURY PENGLASE PTY LTD
OWNER:	GEMTREE PROPERTY
CLASSIFICATION:	10b
DEVELOPMENT NO:	580/497/2006

Conditions:

- The design engineer shall inspect and certify the adequate founding of the footings prior to the concrete being placed.

BCA-P2.1

Notes:

Pursuant to Section 93(b) and Regulation 92 of the Development Act two copies of the plans, drawings, specifications and other documents and information lodged by the applicant, stamped or otherwise endorsed with the private certifier's consent and the Decision Notification Form have been forwarded to the relevant authority (Council). Pursuant to Regulation 46 if it appears to a relevant authority that all of the consents necessary for the approval of a particular development have been obtained under Division 1 of Part 4 of the Act, and that no such consent has lapsed and that all such consents are consistent with each other, the relevant authority must, subject to the Act and any other Act or law, forthwith (and in any event within five business days after receiving the last consent) issue a notice of approval. The applicant is advised that building work cannot commence unless or until the development is approved under the Act.

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the Building Code of Australia (as amended from time to time), current at the date of the application for Building Rules Consent.

Pursuant to section 59 of the Development Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 74, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.



This assessment is for compliance with the requirements of the *Building Rules* as defined in the Development Act (and Regulations), 1993 and does not imply compliance with any other Act or Regulation.

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

ANDREW CIALINI
Associate Director
Building Surveying
Private Certifier Certificate of Registration No. 044
11 July, 2006

DECISION NOTIFICATION FORM**Development Number 580/769/07**

FOR DEVELOPMENT APPLICATION

DATED: 11/10/2007

REGISTERED ON: 11/10/2007

TO: Rossdale Homes Pty Ltd
300 Glen Osmond Road
FULLARTON SA 5063

LOCATION OF PROPOSED DEVELOPMENT:**ALT: 4 PT: SEC: DP: 71203 CT: 5970/78 8 Stonybrook Grove MOUNT BARKER.****NATURE OF PROPOSED DEVELOPMENT:****Detached Dwelling & Verandah - Class 1a & 10a****From The District Council of Mount Barker**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	Granted	4		
Land Division - Requirements				N/A
Land Division (Strata) - Requirements				N/A
Provisional Building Rules Consent	Privately Certified	1		
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	Granted	5		

Details of the building classification & the approved number of occupants under the Building Code are attached.
 (If Applicable)

N/A representation(s) from third parties concerning your category 3 proposal were received - Not Applicable

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.

Signed:.....
 Development Approval
 Council Delegate

Signed:.....
 Development Approval
 Council Delegate

Date of Decision: 01/11/2007

Page 1 of 4

DECISION NOTIFICATION FORM

Development Number 580/769/07

PROVISIONAL DEVELOPMENT PLAN CONSENT

The following condition(s) apply:

- (1) The development herein approved to be carried out in accordance with the plans and details accompanying this application (plans and details received at Council 9 August 2007 and 30 August 2007), except where amended by the following condition(s).

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

- (2) Roof drainage water be disposed to a street water table or stormwater sump within three (3) months of the roof cladding being installed so as to avoid nuisance to neighbours or destabilisation to building foundations.

Reason: To ensure stormwater is disposed of in a controlled manner.

- (3) Any additional excavated material not required as fill for the site shall be removed immediately after excavation to prevent bogging and soil washing away.

Reason: To minimise potential adverse off-site environmental impacts.

- (4) All external cladding and trim of the proposed building/s must be of a non-reflective nature to the reasonable satisfaction of Council.

Reason: To maintain and enhance the visual amenity of the locality.

Note: Zincolume or white or bright materials are not acceptable.

Note: The street tree which is currently located in the position of the proposed driveway must be relocated before construction of the driveway commences. The replacement tree should be of the same species as the other street trees on this road. It should be relocated as close as practical to the existing position on the Council verge and fit in with the other trees on this road. Should this transplantation fail then the developer is responsible for the cost of purchasing a replacement tree and planting it.

Signed:.....
 Development Approval
 Council Delegate

Signed:.....
 Development Approval
 Council Delegate

DECISION NOTIFICATION FORM

Development Number 580/769/07

Note: As your proposed development includes the construction of a driveway over the footpath area, you are advised that a Permit to undertake works that impact on Council infrastructure, Council Streets or Roads or Council controlled land (as attached) will need to be issued by Council prior to construction.

Reason: To ensure adequate vehicular access to the property and allow for pedestrian access to the site.

Note: Seven (7) documents attached.

Note: You are advised that the Development herein approved must be substantially commenced within 12 months of the date of this Approval, unless this period of time is extended by Council. Further, any act or work authorised or required by this Approval must be completed within 3 years of the date of this Approval, unless this period of time is extended by Council.

You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements. Any request for an extension of time must be lodged with Council prior to the expiration of time periods specified above.

PROVISIONAL BUILDING RULES CONSENT

The following condition(s) apply, as imposed by the Private Certifier:

- (1) The roof trusses for the sheet roof shall be
 - a proprietary product designed using certified software and manufactured by a licensed manufacturer to the provisions of AS1720.1 and AS1649,
 - have the top and bottom chords and webs restrained in accordance with the requirements of the truss design parameters,
 - where purlins are joined they shall be spliced to provide continuity,
 - where purlins terminate at a truss (ie gable truss, hip truss, etc) the purlins shall either continue past the face of the truss by at least 75mm or the truss shall be provided with blocking, spacers or equivalent,
 - where bottom chord and web restraints are joined they shall be overlapped at the truss (with the ends continuing past the face of the truss by at least 75mm),
 - be provided with top and bottom chord bracing in accordance with AS4440 and the manufacturer's specification,
 - be stored, erected, installed and braced in accordance with AS4440 and the manufacturers specification.

BCA-P2.1

Signed:.....
Development Approval
Council Delegate

Signed:.....
Development Approval
Council Delegate

Date of Decision: 01/11/2007

DECISION NOTIFICATION FORM

Development Number 580/769/07

Note: Refer to attached Decision Notification Form of Provisional Building Rules Consent, for all conditions and notes imposed by the Private Certifier.

OTHER

The following notes apply:

- (1) During the period that the development is being undertaken care should be taken to ensure that all paper, plastic, rubbish and other waste material associated with building work is secured and contained within the subject land.

Reason: To prevent the spread of building waste to adjoining premises and to maintain sanitary conditions both on and off the site.

- (2) A person proposing to undertake building work (or who is in charge of such work) must give the Council at least one business day's notice at the following stages of building work.

- 1. a) placing of concrete in any footing or other structural member that transfers load directly to a foundation or in any pile or caisson, or
- b) the lowering of any assembled or partly assembled transportable building onto its supports.
- 2. Completion of roofing and walls prior to internal lining.
- 3. Completion of building work prior to occupancy.
- 4. Commissioning of Fire Fighting Equipment

Reason: To permit Council to schedule the appropriate inspections and monitor the performance of the building works.

- (3) A person must not occupy the dwelling or part of the dwelling, to which this approval relates, until a "Written Statement" declaring that the building work has been carried out in accordance with the Development Approval and has been submitted to Council.

The "Written Statement" is to be provided by a Licensed Building Contractor, Registered Building Supervisor or Private Certifier. Statements of Compliance be signed by the relevant persons and copies of certificates attach written statement. If property owner undertakes building work (restricted to Builder's licensing requirements) Part B of the statement must be also be signed.

Reason: To verify that all work has been carried out in accordance with Council's approval.

Note: Thirteen (13) documents attached.

Total: Twenty (20) documents attached.

Signed:.....
Development Approval
Council Delegate

Signed:.....
Development Approval
Council Delegate

Reference No: PC34869

DECISION NOTIFICATION FORM

For Development Application Dated : Development No: 580/769/07
 Registered On :

To: **ROSSDALE HOMES PTY LTD**
300 GLEN OSMOND ROAD
FULLARTON SA 5063

LOCATION OF PROPOSED DEVELOPMENT:

House No: Lot No: 4 Street: **STONYBROOK GROVE** Suburb: **MT BARKER**
 Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT:

DETACHED DWELLING AND GARAGE

In respect of this proposed development you are informed that:

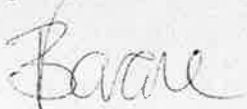
NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
DEVELOPMENT PLAN CONSENT	----	----	----
BUILDING RULES CONSENT	10/10/07	1	----
LAND DIVISION (TORRENS / STRATA)	----	----	----
PUBLIC SPACE	N/A	----	----
OTHER	N/A	----	----
DEVELOPMENT APPROVAL	----	* See notes	----

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

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

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

Signed:



Date: 10 October, 2007

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

■ IAN DODD

Director

■ PETER HARMER

Director

■ VIC BARONE

Associate

20 Greenhill Road
 Wayville SA 5034
 Postal PO Box 109
 Goodwood SA 5034

Telephone 08 8273 0888
 Facsimile 08 8273 0800
 admin@katnichdodd.com.au
 www.katnichdodd.com.au



KATNICH DODD



PC34869

DEVELOPMENT ACT, 1993
CONDITIONS OF BUILDING RULES CONSENT

BUILDING WORK: DWELLING AND GARAGE
 SITE ADDRESS: LOT 4, STONYBROOK GROVE, MOUNT BARKER
 APPLICANT: ROSSDALE HOMES
 OWNER: BARTEL
 CLASSIFICATION: 1a & 10a

DEVELOPMENT NO: 580/769/07

CONDITIONS

1. The roof trusses for the sheet roof shall :
 - be a proprietary product designed using certified software and manufactured by a licensed manufacturer to the provisions of AS1720.1 and AS1649,
 - have the top and bottom chords and webs restrained in accordance with the requirements of the truss design parameters
 - where purlins are joined they shall be spliced to provide continuity,
 - where purlins terminate at a truss (ie gable truss, hip truss, etc) the purlins shall either continue past the face of the truss by at least 75mm or the truss shall be provided with blocking, spacers or equivalent
 - where bottom chord and web restraints are joined they shall be overlapped at the truss (with the ends continuing past the face of the truss by at least 75mm)
 - be provided with top and bottom chord bracing in accordance with AS4440 and the manufacturer's specification,
 - be stored, erected and installed in accordance with AS4440 and the manufacturer's specification,

BCA-P2.1

Notes

A full set of tie down details (Koukourou Engineers, Job No. 65010) are retained on both Katnich Dodd and Council files.

*The applicant, owner and person performing the building work shall be made aware that the building site is located in a Bush Fire Prone Area. The category of site bushfire attack has been assessed as **LOW**.*

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

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

No portion of the building or structure (including footings and drainage) shall extend over the property boundary (unless a suitable agreement has been obtained from the adjoining property owner). A boundary survey by a licensed land surveyor is recommended in most cases where a building is close to the boundary.

The owner of the site is advised that a retaining wall will be required to retain any cut or fill.

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

For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60.

If sleepers are used in the construction of the retaining walls they shall be:

- If timber; designed in accordance with AS 1720, of the correct durability class for timber in contact with the ground and resistant to termite attack, and
- If concrete, designed and detailed in accordance with AS 3600 Concrete Structure Code.

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74.

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

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

- the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- if there is no such licensed building work contractor- a registered building work supervisor or private certifier.

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

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

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

Any box gutter, rainhead and overflow shall be constructed in accordance with AS/NZS 3500.3.2 – Stormwater drainage. The hydraulic capacity of the overflow device shall be not less than the design flow of the associated gutter outlet.

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

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

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

The design software used in the design of the trusses should be certified by an independent technical expert in accordance with Regulations 85 & 88 as complying with the provisions of Part 2.1 of the BCA.

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

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

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

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

The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

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

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

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

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

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

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

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

This report does not imply compliance with the Electricity Act, 1996 as amended or the regulations thereunder (including Regulations prescribed for purposes of Section 86). It is the

responsibility of the applicant, owner and the person erecting the building to ensure compliance with same.

The hot water system/heated water service must be designed and installed in accordance with the Waterworks Act 1932, the Waterworks Regulations 1996 and Directions issued by SA Water Corp. If reticulated gas is available this requires a solar water heater or heat pump water heater that achieves 22 Renewable Energy Certificates (in Zone 3) where more than 3 bedrooms or 14 Renewable Energy Certificates (in Zone 3) where less than 3 bedrooms or a gas water heater complying with AS4552 with an energy rating label of 2.5 stars or better

The required rainwater tanks to be plumbed into the dwelling must be provided with mosquito proof, non-degradable screens (min 3.15mm diam wire and 6x7 openings/cm²) to the inlet and overflow and an overflow device connected into the stormwater disposal system. Any supporting structures must either be a proprietary product and / or comply with relevant Australian Standards

Katnich Dodd
Building Surveyors



Vic Barone
10 October, 2007

Fact Sheet

Council Easements



MOUNT BARKER
DISTRICT COUNCIL

Council may require an easement for stormwater, drainage, sewer or effluent infrastructure. The following are common questions asked regarding Council Easements.

Q How do I know if my Property has an Easement?

A Check the Certificate of Title or Deposited Plan.

Q What is an Easement?

A An easement is generally a strip of land marked on the Certificate of Title by means of a dashed line. This strip of land indicates where a council easement is located through the property. This strip of land is still owned by the property owner, it allows council access to it, in order that maintenance may be carried out on the infrastructure within the easement.

Q Why are easements necessary?

A An easement is necessary to give an indication to the property owner where exactly the infrastructure is on that property. It is not always possible to locate infrastructure within road reserves or Council property.

Q Can I build over an easement?

A Generally any structure that is easily dismantled or moved such as a small aviary or small potters shed may be erected over an easement. Houses, sheds, extensions and other immovable structures are not permitted to be erected over an easement.

Q Can I plant on an easement?

A Generally you can plant anything that will not grow over 3m tall. Please note though that anything planted may have to be removed if the infrastructure needs maintenance or replacement. Reinstatement of any plantings removed will be carried out by Council at its own discretion.

Q Can I lay a footpath or driveway over an easement?

A Yes, however any lids or covers associated with the infrastructure must be left flush with the final footpath or driveway levels. Driveways and footpaths are to be constructed with block pavers or similar.

Q What if Council requires access to the easement?

A Council has statutory powers under the Water Industry Act 2012 to enter private property to carry out maintenance on its infrastructure located within the easement. If the matter is not urgent Council will notify the property owner of their intent to access the easement ahead of time. Urgent access usually only occurs in emergency situations. Any excavations and reinstatement of the easement will be carried out by Council. Any removal and reinstatement of structures or vegetation on the easement will be the owner's responsibility.

If you have any further questions or require further details regarding Council Easements, please contact Council on 8391 7200.

DOC/20/131386

Local Government Centre
Mount Barker Homemaker Centre
6 Dutton Road, Mount Barker SA 5251

9am - 5pm Monday to Friday
Telephone 8391 7200
www.dcmtbarker.sa.gov.au

Emergency Services Levy Certificate

Annexure to Form 1 Statement



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: 2169352

FORM ONE MATTERS PTY LTD
POST OFFICE BOX 232
RUNDLE MALL SA 5000

DATE OF ISSUE

12/02/2021

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
12561550	D J & C A BARTEL			
PROPERTY DESCRIPTION				
8 STONYBROOK GR / MOUNT BARKER SA 5251 / LT 4 D71203				
ASSESSMENT NUMBER	TITLE REF.	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
	(A "+" indicates multiple titles)			
5813534803	CT 5970/78	\$350,000.00	R1 0.800	RE 0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	146.00
FINANCIAL YEAR		- REMISSION	\$	95.40
2020-2021		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-100.60
		= 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

13/05/2021



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

Land Tax Certificate

Annexure to Form 1 Statement



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: 2169352

FORM ONE MATTERS PTY LTD
POST OFFICE BOX 232
RUNDLE MALL SA 5000

DATE OF ISSUE

12/02/2021

ENQUIRIES:

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

OWNERSHIP NAME		FINANCIAL YEAR	
D J & C A BARTEL		2020-2021	
PROPERTY DESCRIPTION			
8 STONYBROOK GR / MOUNT BARKER SA 5251 / LT 4 D71203			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
5813534803	CT 5970/78	\$147,000.00	0.0660 HA
DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:			
CURRENT TAX	\$ 158.78	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 0.00		
+ ARREARS	\$ 7.94		
- PAYMENTS	\$ 158.78		
= AMOUNT PAYABLE	\$ 7.94		

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 13/05/2021



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

12561550

OWNERSHIP NAME

D J & C A BARTEL

ASSESSMENT NUMBER

5813534803

AMOUNT PAYABLE

\$7.94

AGENT NUMBER

100019507

AGENT NAME

FORM ONE MATTERS PTY LTD

PAYABLE ON OR BEFORE

13/05/2021

+80007744690012> +000927+ <0550322520> <0000000794> +444+

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

SA Water Certificate

Annexure to Form 1 Statement



Account Number **58 13534 80 3** L.T.O Reference **CT597078** Date of issue **12/2/2021** Agent No. **7842** Receipt No. **2169352**

FORM ONE MATTERS
PO BOX 232
RUNDLE MALL
ADELAIDE SA 5001
info@formonematters.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR DJ & MRS CA BARTELL
Location: 8 STONYBROOK GR MOUNT BARKER LT 4 D71203
Description: 7HDG **Capital Value:** \$ 350 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2020

		Arrears as at: 30/6/2020	:	\$ 207.76
Water main available:	1/7/2007	Water rates	:	135.70
Sewer main available:		Sewer rates	:	0.00
		Water use	:	184.76
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.18CR
		Goods and Services Tax	:	0.00
		Amount paid	:	528.04CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 67.85 Sewer: 0.00 Bill: 17/3/2021

A sewer main is not available to this property.

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

The last Water Use Year ended on 18/05/2020.

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



Government of
South Australia

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

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au

Memorandum of Encumbrance

Annexure to Form 1 Statement

E 10831703



10:57 6-Nov-2007

Single Copy Only 3 of 5 Fees: \$108.00

E
Series No.
3

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

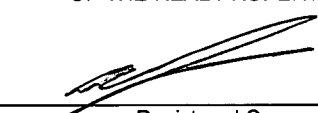
MEMORANDUM OF ENCUMBRANCE

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



Jen Lovejoy Registered Conveyancer File Ref: G23840
M Phillips

Lodged by: AGENT CODE

Correction to: Optima Conveyancing OPTA62

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


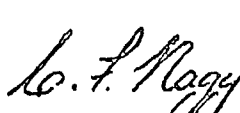

- 1.....
- 2.....
- 3.....
- 4.....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED 
REGISTERED 20 NOV 2007	
 REGISTRAR-GENERAL 	

DATED 5/11/07

EXECUTION



Signature of ENCUMBRANCER - Daniel James Bartel



Signature of ENCUMBRANCER - Celia Anne Bartel



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.*

Antero

RAINIO A. TANSKA

Print Full Name of Witness

10 THAMES CT

PARA HILLS SA 096

Address of Witness

Business Hours Telephone Number 0428 842 982

Form M2

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

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

Volume 5970 Folio 78

ESTATE AND INTEREST

An estate in fee simple

ENCUMBRANCES

Nil

ENCUMBRANCER (Full Name and Address)

DANIEL JAMES BARTEL and CEILA ANNE BARTEL
both of 4 Howard Place Golden Grove SA 5125

Howard
1

pro. RB
20/11/07

ENCUMBRANCEE (Full Name, Address and Mode of Holding)

GEMTREE PROPERTY PTY LTD (A.C.N 104 152 123)
of 109 Archer Street North Adelaide SA 5006

OPERATIVE CLAUSE

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

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

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

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

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

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

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

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

The purpose of this encumbrance

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

Interpreting this encumbrance

2. In this encumbrance, unless the contrary intention appears –
 - 2.1. "the land" means all the land and any rights and easements described above
 - 2.2. "development zone" means allotment 4 comprised in Deposited Plan No. 71203
 - 2.3. "development" means work of any kind, including but not limited to –
 - A. "building works" as defined in the Building Works Contractors Act
 - B. the construction or alteration of any permanent or temporary structure
 - C. earthworks or landscaping of any kind
 - D. repairs, painting or improvements of any kind
 - 2.4. reference to giving access to us includes giving access to our employees agents and contractors
 - 2.5. reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person)
 - 2.6. reference to any statute includes statutes which change or replace it and
 - 2.7. any word indicating the singular includes the plural and vice versa
3. If there are more than one of you then –
 - 3.1. we only have to give notices to one of you and
 - 3.2. all your obligations in this encumbrance are joint and several

Restrictions on the use and development of the land

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

Rules governing the use of the land

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

Dwelling

9. During the continuance of this encumbrance, you SHALL NOT:
 - 9.1. erect or cause to be erected any building or structure other than one main dwelling house together with the usual domestic outbuildings ancillary to the use of such dwelling house.
 - 9.2. erect or cause to be erected, a roof on such dwelling house with a pitch of less than twenty five (25) degrees unless otherwise approved by us.
 - 9.3. place any advertising or business signage on the land or in the front window or on the walls of any residential dwelling house except real estate signage associated with the sale of an established home.
 - 9.4. erect or cause to be erected any dwelling house other than a dwelling house of permanent structure and of at least sixty per cent (60%) masonry construction or such other materials as shall be approved by us, the exterior of the dwelling house being constructed of new, non-reflective materials and the interior of the dwelling house being constructed of new materials. Neither the interior nor the exterior of the dwelling house are to be constructed of materials such as asbestos cement, fibrous cement, fibreglass, plastic or rubber or any material of a like nature. In this clause, the term "permanent structure" shall mean a dwelling house which is permanently affixed to the land and shall not include a dwelling house of which any part is of a portable or transportable nature.

- 9.5. use second-hand or used materials in the construction of the dwelling house or the domestic outbuildings.
- 9.6. use the land other than solely for residential purposes unless you shall obtain our prior written consent and the prior written consent of the relevant council.
- 9.7. erect or permit to be erected any structure or structures which are ancillary to the use of the dwelling house and outbuildings or any improvements unless such ancillary structure shall be made of new, non-reflective, non-bright coloured materials.
- 9.8. use white roofing cladding.
- 9.9. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced.

Carport/Sheds

- 9.10. erect or cause to be erected unless otherwise approved by us on the land any dwelling house which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof or the dwelling house or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of the dwelling house.
- 9.11. erect or cause to be erected any shed, garden shed or outbuilding which shall be other than a maximum height of 2.4 m with a ridge height of 3.0m.
- 9.12. erect or cause to be erected any shed or outbuilding closer than 1.0 m from any boundary.
- 9.13. erect or cause to be erected any shed or outbuilding within 10 m of any road or reserve
- 9.14. erect or cause to be erected any shed or outbuilding unless any such shed or outbuilding is constructed of materials which are of a powder coated cladding type. The said buildings shall not be painted.
- 9.15. erect or cause to be erected any shed or outbuilding greater in area than 10 m² without first obtaining prior written approval from both the relevant council and us.

Fencing

- 9.16. erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land (unless the land is a corner allotment and has two front alignments) in which case you may erect a fence along one of the front alignments for the purpose of enclosing a ground at the rear of the land provided that such fence does not extend within 8m of the front alignment. You may, with our prior written approval, erect a decorative fence of not more than 1.2 m in height (made of new, non-reflective materials) at such place or places and of such design as we may from time to time determine.
- 9.17. erect or cause to be erected any fence on the land which is less than 1800 mm in height and all fencing shall be constructed of powder coated steel materials in either a post and rail style or a good neighbour modular style.

Landscaping

10. You shall, within a period of twelve (12) calendar months after the completion of a dwelling house upon the land, landscape the area between the front alignment of the dwelling house and the kerb alignment or pedestrian walkway fronting or bounding the land, and in the case of a corner allotment you shall also landscape the area between the side alignment of the dwelling house and the kerb alignment or pedestrian walkway. You shall at all times thereafter maintain, keep tidy and care for the landscaping.

Parking of Vehicles

- 11. You must not cause or allow;
 - 11.1. parking of motor vehicles on other than the driveway on the land
 - 11.2. the storage of boats, caravans, cars and/or trailers forward of the front alignment of the dwelling house

Power of sale of the land

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

Your obligations on transferring the land

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

Waiver and assignment

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

Assignment by us

- 19. We may transfer or assign our rights under this encumbrance

Severance of invalid clauses

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

Payment of costs

23. The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by you. You must also pay us any costs we incur as a result of any breach of this encumbrance by you or your employees, agents contractors or invitees

How notices may be given

24. All notices (including approvals or demands)

24.1. must be in writing

24.2. must be given to the other party

24.3. can be given in person

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

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

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

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

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

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

Sunset Clause

25. Our rights and obligations will cease twenty four (24) months after we cease to be the registered proprietor of any of the residential building allotments created in the Development Zone.

26. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 25.

Residential Tenancy Agreement

Annexure to Form 1 Statement

Section 48 Notice

This notice is to be retained by the Tenant



Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. AGENT: Company Name/Legal Entity:

Nitschke Real Estate Pty Ltd ATF The Nitschke Real Estate Unit Trust trading as First National Real Estate Nitschke

Company Representative: Tim Hissey

Street 1: 29 Gawler Street

Suburb: MOUNT BARKER

State: SA

Postcode: 5251

ABN (if applicable): 75 595 840 952

RLA No: 193520

Telephone: W: 08 8391 5004

M:

F: 08 8391 2886

Email: timh@nitschke.com.au

Address for service of documents if different to above:

2. LANDLORD: Full Names:

Daniel Bartel & Celia Bartel

Address for service of documents as below.

Street 1: 104 Verrall Road

Suburb: UPPER HERMITAGE

State: SA

Postcode: 5131

ABN (if applicable):

If landlord is a company, address of registered office of the company, if different to above:

Street 1:

Suburb:

State:

Postcode:

3. PERSON WITH SUPERIOR TITLE TO LANDLORD (if applicable):

Street 1:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Schedule



This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT: Company Name/Legal Entity: Nitschke Real Estate Pty Ltd ATF The Nitschke Real Estate Unit Trust trading as First National Real Estate
 Company Representative: Tim Hissey
 Street 1: 29 Gawler Street
 Street 2:
 Suburb: MOUNT BARKER State: SA Postcode: 5251
 ABN (if applicable): 75 595 840 952 RLA No: 193520
 Telephone: W: 08 8391 5004 F: 08 8391 2886
 M:
 Email: timh@nitschke.com.au

The Agent consents to the above email address being used for the purposes of service under the Act.

2. LANDLORD: Full Name(s): Daniel Bartel & Celia Bartel
 Street 1: 104 Verrall Road
 Street 2:
 Suburb: UPPER HERMITAGE State: SA Postcode: 5131
 ABN (if applicable):

3. TENANT: Full Name(s): Paul Richards
 Rebekah Richards
 Email: richards.luap@gmail.com

The Tenant consents to the above email address being used for the purposes of service under the Act.

4. PREMISES:
 Street 1: 8 Stonybrook Grove
 Street 2:
 Suburb: MOUNT BARKER State: SA Postcode: 5251

5. TERM:
 Fixed: Commencement Date: 03 / 07 / 2020 End Date: 02 / 07 / 2021
 Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

6. RENT:
 Amount: Words: Four Hundred Dollars Per Week \$ 400.00
 Per (period):
 Payable in advance: Weekly Fortnightly Calendar monthly
 Payments: First Payment of \$ 800.00 on 03 / 07 / 2020 with the
 next payment of \$ 800.00 on 17 / 07 / 2020
 and thereafter: \$ 800.00 on the Friday of each Fortnight
 Payment Direct Debit Bank Deposit Book Internet Transfer Rent Card
 Method: Bank Cheque Other

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Schedule



7. BOND

Words:

8. OUTGOINGS: (Clause 3.1.3)

- All water usage costs adjusted for the period of tenancy
- All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
- All water supply charges adjusted for the period of tenancy
- No charge for water
- Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

9. INSURANCE: (Clause 3.1.13)

- Responsibility for insurance of the premises Landlord
- Responsibility for insurance of contents of the premises (for property other than that of the Landlord) Tenant

10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

Madeleine Richards
Campbell Scott Mcdougall

Pets Approved: (Clause 3.2.11)

- No
- Yes Details:

Repair Instructions:

- Always contact Agent
- Nominated repairers

Repairer:

Name: Telephone:

Repairer:

Name: Telephone:

INITIALS

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Residential Property Tenancy Agreement: Schedule



Additional Conditions:

- N/A As detailed below See annexure

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Residential Property Tenancy Agreement: Terms and Conditions



1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
 - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

INITIALS

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Residential Property Tenancy Agreement: Terms and Conditions



- 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHT OF ENTRY

Subject to the Act, the Landlord or Agent may enter the premises:

- 4.1 in an emergency;
- 4.2 to collect rent;
- 4.3 to inspect the premises;
- 4.4 to carry out garden maintenance;
- 4.5 to carry out necessary maintenance;
- 4.6 to show the premises to prospective tenants;
- 4.7 to show the premises to prospective purchasers;
- 4.8 to determine whether a breach has been remedied;
- 4.9 for some other genuine purpose;
- 4.10 if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

5. LANDLORD'S RIGHTS AND OBLIGATIONS

- 5.1 Subject to the Act, the Landlord must:
- 5.1.1 provide the Property in a reasonable state of cleanliness;
 - 5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 5.2 The Landlord must not:
- 5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent.
- 5.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 5.4.
- 5.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
- 5.4.1 the rent will be increased to \$ per on / / ;
and to \$ per on / / ; or
 - 5.4.2 the rent increase can be calculated by the following method (set out details):

6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 6.1 this Agreement may only be terminated in accordance with the Act;
- 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
- 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Terms and Conditions



7. PRIVACY ACT 1988

- 7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

8. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.

9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Execution Page



EXECUTED AS AN AGREEMENT

Dated this Day of

The Tenant(s) acknowledge receipt of:

- Section 48 Notice
- A copy of this Agreement
- Information Brochure (*Residential Tenancies Act 1995*)
- Property Condition Report (2 copies)
- Manufacturers' Manuals - refer Annexure
- Additional fees and charges - refer Annexure
- Additional Conditions Annexure
- Keys (Number)
- Remote control devices (Number)
- Strata Articles
- Community Title By-laws
- Statutory Notice for Short Term Tenancy
- Other
- Other

SIGNED by the TENANT(s):

DocuSigned by:

Tenant:

SIGNED by the TENANT(s):

DocuSigned by:

Tenant:

Full Name (Print)

Full Name (Print)

Tenant:

Tenant:

Full Name (Print)

Full Name (Print)

SIGNED by or on behalf of THE LANDLORD

DocuSigned by:

- Agent as authorised
- Landlord

Full Name (Print)

Note:

- REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
- Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES