Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

Street 1
Street 2
Suburb State Postcode

2 Purchaser's registered agent: ☐

Address:

Street 1
Street 2
Suburb State Postcode

3 Vendor:

Sonia Rae Matthews

Address:

Street 1 49A WILKINS GROVE
Street 2
Suburb GLENGOWRIE State SA Postcode 5044

4 Vendor's registered agent: ☑

Klemich Real Estate

Address:

Street 1 UNIT 1 / 245 FULLARTON ROAD
Street 2
Suburb EASTWOOD State SA Postcode 5063

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

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

Allotment 13 in Deposited Plan 85487 in the Area named Stansbury Hundred of Dalrymple more commonly known as

Street 1 44 SEAVIEW COURT
Street 2
Suburb STANSBURY State SA Postcode 5582
being the *whole / ~~portion~~ of the land comprised in Certificate of Title
Volume 6069 Folio 313

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:

49a Wilkins Grove, Glengowrie SA 5044

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

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

joseph@klemich.com.au

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

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

1/245 Fullarton Road, Eastwood SA 5063

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

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

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

(b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 - Effect of service

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

(a) the amount of any deposit paid if the deposit did not exceed $100; or

(b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase -

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and

(b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and

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

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

***I/~~We~~;** Sonia Rae Matthews

of 49a Wilkins Grove, Glengowrie SA 5044

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:	27/8/2026	Date:	
Signed:	Signed by: Sonia Rae Matthews B2E61E0C7C6843C...	Signed:	
Date:		Date:	
Signed:		Signed:	

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

(section 9)

To the purchaser:

I, Melanie Jane Turner of Distinct Conveyancing

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

Exceptions: None Known

Date: 13/8/2026

Signed: DocuSigned by: Melanie Jane Turner 4ED4B08B06D94E1...

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

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

Schedule - Division 1

Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

Note -

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

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

(a) there is an attachment to this statement and -
  (i) all the required particulars are contained in that attachment; and
  (ii) the attachment is identified in column 2; and
  (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance -
  (i) is 1 of the following items in the table:
    (A) under the heading 1. General -
      1.1 Mortgage of land
      1.4 Lease, agreement for lease, tenancy agreement or licence
      1.5 Caveat
      1.6 Lien or notice of a lien
    (B) under the heading 36. Other charges -
      36.1 Charge of any kind affecting the land (not included in another item); and
  (ii) is registered on the certificate of title to the land; and
  (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

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

1. General

1.1	Mortgage of land *[**Note -** Do not omit this item. 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?	YES
		Are there attachments?	YES
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Refer to Certificate of Title	
		Number of mortgage (if registered):	
		13566245	
		Name of mortgagee:	
		MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)	

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? NO

Are there attachments? YES

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

Refer to Certificate of Title and Property Interest Report

Description of land subject to easement:

The land in Certificate of Title Volume 6069 Folio 313

Nature of easement:

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

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

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

~~***Is this item applicable?***~~

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

1.4 Lease, agreement for lease, tenancy agreement or licence

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

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

~~***Is this item applicable?***~~

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

Are there attachments?

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

Name of parties:

Period of lease, agreement for lease etc:

From to

Amount of rent or licence fee:

$ per (period)

Is the lease, agreement for lease etc in writing?

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

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

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

5. *Development Act 1993* (repealed)

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

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

Is this item applicable?

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

Are there attachments?

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

Condition(s) of authorisation:

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

Is this item applicable?	✓
Will this be discharged or satisfied prior to or at settlement?	NO
Are there attachments?	YES

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

Refer to State Planning Commission response to PIR attached

Date requirement given:

Refer to State Planning Commission response to PIR attached

Name of body giving requirement:

Refer to State Planning Commission response to PIR attached

Nature of requirement:

Refer to State Planning Commission response to PIR attached

Contribution payable (if any):

Refer to State Planning Commission response to PIR attached

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

Is this item applicable?	✓
Will this be discharged or satisfied prior to or at settlement?	NO
Are there attachments?	YES

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

Refer to State Planning Commission response to PIR attached

Date of agreement:

Refer to State Planning Commission response to PIR attached

Names of parties:

Refer to State Planning Commission response to PIR attached

Terms of agreement:

Refer to State Planning Commission response to PIR attached

Contribution payable (if any):

Refer to State Planning Commission response to PIR attached

5.4 section 55 - Order to remove or perform work

~~***Is this item applicable?***~~	☐
Will this be discharged or satisfied prior to or at settlement?	
Are there attachments?	

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

Date of order:

Terms of order:

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

Amount payable (if any):

5.5 section 56 - Notice to complete development

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

5.6 section 57 - Land management agreement

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 Certificate of Title, Council Search and Land Management Agreement attached

Date of agreement:

Refer to Land Management Agreement attached

Names of parties:

Refer to Land Management Agreement attached

Terms of agreement:

Refer to Land Management Agreement attached

5.7 section 60 - Notice of intention by building owner

~~***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:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

5.8 section 69 - Emergency order

Is this item applicable?

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

5.9 section 71 - Fire safety notice

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

5.10 section 84 - Enforcement notice

Is this item applicable?

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

Are there attachments?

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

Date of notice given:

5.10 section 84 - Enforcement notice (continued)

~~Name of relevant authority giving notice:~~

Nature of directions contained in notice:

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

Amount payable (if any):

5.11 section 85(6), 85(10) or 106 - Enforcement order

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

5.12 Part 11 Division 2 - Proceedings

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

6. Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed)

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

Is this item applicable?	☐
Will this be discharged or satisfied prior to or at settlement?	
Are there attachments?	

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

Nature of condition(s):

7. *Emergency Services Funding Act 1998*

7.1 section 16 - Notice to pay levy

Is this item applicable?	☑
Will this be discharged or satisfied prior to or at settlement?	YES
Are there attachments?	YES

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

Refer to ESL Certificate attached

Date of notice:

Refer to ESL Certificate attached

Amount of levy payable:

Refer to ESL Certificate

10. *Fire and Emergency Services Act 2005*

10.1 section 105F (or section 56 or 83 (repealed)) -Notice to take action to prevent outbreak or spread of fire

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

Date of notice:

Refer to Council Search

Person or body who issued notice:

Refer to Council Search

Requirements of notice (as stated therein):

Refer to Council Search

Amount payable (if any):

Refer to Council Search

11. *Food Act 2001*

11.1 section 44 - Improvement notice

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of authoriised officer who served notice:

Name of authority that appointed officer:

Requirements of notice:

11.2 section 46 - Prohibition order

Is this item applicable? ☐

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

Are there attachments?

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

Date of order:

Name of authority or person who served order:

Requirements of order:

18. *Landscape South Australia Act 2019*

18.1 section 72 - Notice to pay levy in respect of costs of regional landscape board

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to Council Search

Date of notice:

Refer to Council Search

Amount of levy payable:

Refer to Council Search

18.2 section 78 - Notice to pay levy in respect of right to take water or taking of water

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Amount of levy payable:

18.3 section 99 - Notice to prepare an action plan for compliance with general statutory duty

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of authority or person that issued notice:

Requirements of notice (as specified therein):

18.4 section 107 - Notice to rectify effects of unauthorised activity

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of notice:

Name of relevant authority that issued notice:

Requirements of notice (as specified therein):

18.5 section 108 - Notice to maintain watercourse or lake in good condition

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of notice:

Name of relevant authority that issued notice:

Requirements of notice (as specified therein):

18.6 section 109 - Notice restricting the taking of water or directing action in relation to the taking of water

~~***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:

Water resource to which notice applies:

Requirements of notice (as specified therein):

18.7 section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice (as specified therein):

18.8 section 112 - Permit (or condition of a permit) that remains in force

~~***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 permit:

Name of relevant authority that granted permit:

Condition(s) of permit:

18.9 section 120 - Notice to take remedial or other action in relation to a well

~~***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:

Location of well:

Requirements of notice (as specified therein):

18.10 section 135 - Water resource works approval

~~***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):

Details of site where works are authorised:

18.11 section 142 - Site use approval

~~***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):

Details of location where water use is allowed:

18.12 section 166 - Forest water licence

~~***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):

Details of location of forest to which licence relates:

18.13 section 191 - Notice of instruction as to keeping or management of animal or plant

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of notice:

Name of authorised officer who issued notice:

Requirements of notice (as specified therein):

18.14 section 193 - Notice to comply with action order for the destruction or control of animals or plants

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of notice:

Name of authorised officer who issued notice:

Requirements of notice (as specified therein):

18.15 section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of notice:

Name of authority that issued notice:

Amount payable (as specified in notice):

18.16 section 196 - Notice requiring control or quarantine of animal or plant

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of notice:

Requirements of notice (as specified therein):

18.17 section 207 - Protection order to secure compliance with specified provisions of 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 order:

Name of authority or person who issued order:

Requirements of order (as specified therein):

18.18 section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of 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 order:

Name of authority or person who issued order:

Requirements of order (as specified therein):

18.19 section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of 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 authorisation:

Name of relevant authority that issued authorisation:

Person authorised to take action:

Requirements of authorisation (as specified therein):

18.20 section 215 - Orders made by ERD Court

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of order:

Names of parties:

Requirements of order:

18.21 section 219 - Management agreements

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of agreement:

Names of parties:

Requirements of Agreement:

18.22 section 235 - Additional orders on conviction

~~***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 conviction:

Name of court by which conviction is recorded:

Requirements of additional order(s):

---

21. *Local Government Act 1999*

21.1 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? YES

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 notice, order etc:

Refer to Council search attached

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

Refer to Council search attached

Land subject thereto:

Refer to Part 6. Description of the Land (as above)

Nature of requirements contained in notice, order etc:

Refer to Council search attached

Time for carrying out requirements:

Refer to Council search attached

Amount payable (if any):

Refer to Council search attached

22. *Local Nuisance and Litter Control Act 2016*

22.1 section 30 - Nuisance or litter abatement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 section 6 - Restriction on building work ~~***Is this item applicable?***~~

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

Are there attachments?

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

Does the restriction apply to all of the land?

If NO, give details about the part of the land to which the restriction applies:

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

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

Council Search and Property Interest Report

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

Zones: Neighbourhood (N)
Subzones: No
Zoning Overlays: Refer to Council Search attached

Is there a State heritage place on the land or is the land situated in a State heritage area? NO

Is the land designated as a local heritage place? NO

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO

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

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

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

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments? NO

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

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

Refer to Council Search

Date of notice:

Refer to Council Search

Name of authority giving notice:

Refer to Council Search

Requirements of notice:

Refer to Council Search

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

Refer to Council Search

Amount payable (if any):

Refer to Council Search

29.9 section 192 or 193 - Land management agreement

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 Certificate of Title and Land Management Agreement attached

Date of agreement:

Refer to Land Management Agreement attached

Names of parties:

Refer to Land Management Agreement attached

Terms of agreement:

Refer to Land Management Agreement attached

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

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

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

Refer to State Planning Commission response to PIR attached

Date requirement given:

Refer to State Planning Commission response to PIR attached

Name of body giving requirement:

Refer to State Planning Commission response to PIR attached

Nature of requirement:

Refer to State Planning Commission response to PIR attached

Contribution payable (if any):

Refer to State Planning Commission response to PIR attached

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

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

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

Refer to State Planning Commission response to PIR attached

Date of agreement:

Refer to State Planning Commission response to PIR attached

Names of parties:

Refer to State Planning Commission response to PIR attached

Terms of agreement:

Refer to State Planning Commission response to PIR attached

Contribution payable (if any):

Refer to State Planning Commission response to PIR attached

29.12 Part 16 Division 1 - Proceedings

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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

33.1 section 23 - Notice of contribution payable

~~***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:

Terms of notice:

Amount payable:

34. *Water Industry Act 2012*

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to SA Water Certificate of Charges

Date of notice or order:

Refer to SA Water Certificate of Charges

Name or person or body who served notice or order:

Refer to SA Water Certificate of Charges

Amount payable (if any) as specified in the notice or order:

Refer to SA Water Certificate of Charges

Nature of other requirement made (if any) as specified in the notice or order:

Refer to SA Water Certificate of Charges

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

Form R3 Buyers Information Notice
Form R7 - Warning Notice
Certificate of Title
Property Interest Report
Title & Valuation Search
Historical Search
Council Search
Emergency Services Levy Certificate
Land Tax Certificate
SA Water Certificate
Land Management Agreement
State Planning Commission (SPC) Response to PIR

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

Signed:		Signed:	
Date:		Date:	
Signed:		Signed:	
Date:		Date:	

*(*Strike out whichever is not applicable)*

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Form R3

Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2025 regulation 16

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 Consumer and Business Advice section on the following 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?

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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 Consumer and Business Advice section on the following website: 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.

September 2025

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Form R7

Warning Notice

Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 section 24B
Land and Business (Sale and Conveyancing) Regulations 2025 regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

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Product	Register Search (CT 6069/313)
Date/Time	10/02/2026 12:14PM
Customer Reference	262070
Order ID	20260210005548

REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 6069 Folio 313

Parent Title(s)	CT 5876/334				
Creating Dealing(s)	RTU 11501330				
Title Issued	10/12/2010	**Edition**	7	**Edition Issued**	13/07/2021

Estate Type

FEE SIMPLE

Registered Proprietor

SONIA RAE MATTHEWS
OF 49A WILKINS GROVE GLENGOWRIE SA 5044

Description of Land

ALLOTMENT 13 DEPOSITED PLAN 85487
IN THE AREA NAMED STANSBURY
HUNDRED OF DALRYMPLE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
11483674	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
13566245	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

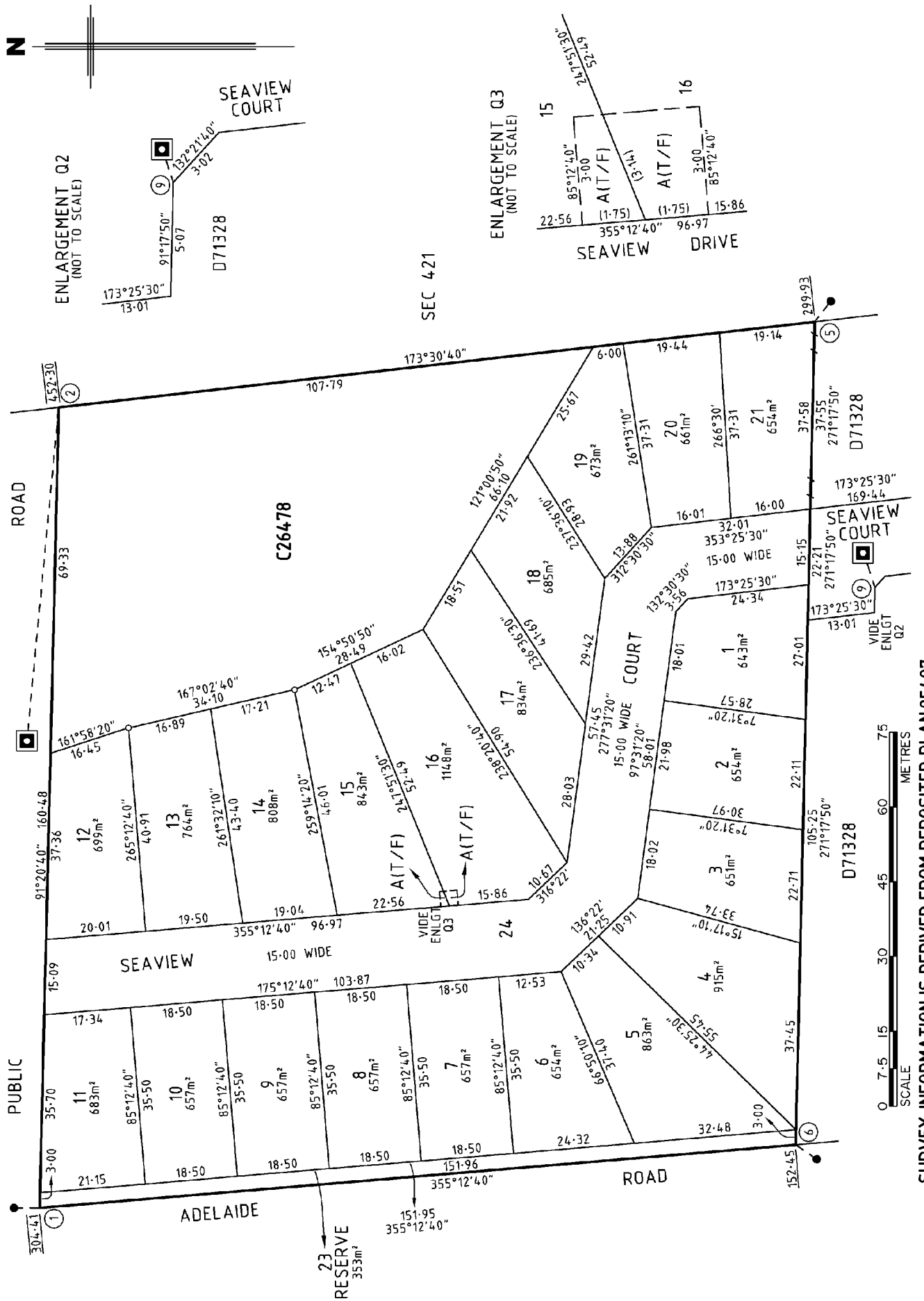
Notations

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

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LAND SERVICES SA

Product	Register Search (CT 6069/313)
Date/Time	10/02/2026 12:14PM
Customer Reference	262070
Order ID	20260210005548



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Property Interest Report

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

Title Reference	CT 6069/313	**Reference No.** 2753856
Registered Proprietors	S R*MATTHEWS	**Prepared** 10/02/2026 12:14
Address of Property	44 SEAVIEW COURT, STANSBURY, SA 5582	
Local Govt. Authority	YORKE PENINSULA COUNCIL	
Local Govt. Address	PO BOX 88 MINLATON SA 5575	

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

Table of Particulars

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

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

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	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 *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	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.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	**State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	**State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

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

6. Repealed Act conditions

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

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

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

12. *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	DEW Water Licensing 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 DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title

14. *Highways Act 1926*

14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title

15. *Housing Improvement Act 1940* (repealed)

15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

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

19. *Land Tax Act 1936*

19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

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

		has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	**State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	**State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	12/08/2026 02:16PM
Customer Reference	262070
Order ID	20260812007447

Certificate of Title

Title Reference	CT 6069/313
Status	CURRENT
Easement	NO
Owner Number	1284266*
Address for Notices	49A WILKINS GR GLENGOWRIE, SA 5044
Area	764m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

SONIA RAE MATTHEWS
OF 49A WILKINS GROVE GLENGOWRIE SA 5044

Description of Land

ALLOTMENT 13 DEPOSITED PLAN 85487
IN THE AREA NAMED STANSBURY
HUNDRED OF DALRYMPLE

Last Sale Details

Dealing Reference	TRANSFER (T) 13566244
Dealing Date	08/07/2021
Sale Price	$165,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	11483674	DISTRICT COUNCIL OF YORKE PENINSULA
MORTGAGE	13566245	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
5404804788	CURRENT	44 SEAVIEW COURT, STANSBURY, SA 5582

Notations

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	12/08/2026 02:16PM
Customer Reference	262070
Order ID	20260812007447

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	5404804788
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2011
Property Location	44 SEAVIEW COURT, STANSBURY, SA 5582
Local Government	YORKE PENINSULA
Owner Names	SONIA RAE MATTHEWS
Owner Number	1284266*
Address for Notices	49A WILKINS GR GLENGOWRIE, SA 5044
Zone / Subzone	N - Neighbourhood
Water Available	Yes
Sewer Available	No
Land Use	4100 - Vacant Land-Urban
Description	L
Local Government Description	Vacant Land

Parcels

Plan/Parcel	Title Reference(s)
D85487 ALLOTMENT 13	CT 6069/313

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$230,000	$230,000			
Previous	$191,000	$191,000			

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Building Details

Valuation Number	5404804788
Building Style	Not Available
Year Built	Not Available
Building Condition	Not Available
Wall Construction	Not Available
Roof Construction	Not Available
Equivalent Main Area	Not Available
Number of Main Rooms	Not Available

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

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Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

LAND SERVICES SA

Product	Historical Search
Date/Time	10/02/2026 12:14PM
Customer Reference	262070
Order ID	20260210005548

Certificate of Title

Title Reference: CT 6069/313

Status: CURRENT

Parent Title(s): CT 5876/334

Dealing(s) Creating Title: RTU 11501330

Title Issued: 10/12/2010

Edition: 7

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
08/07/2021	13/07/2021	13566245	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
08/07/2021	13/07/2021	13566244	TRANSFER	REGISTERED	SONIA RAE MATTHEWS
16/09/2020	21/09/2020	13371458	TRANSFER	REGISTERED	LEANNE MAREE BERICH
15/04/2019	12/06/2019	13096704	DISCHARGE OF MORTGAGE	REGISTERED	12156647
05/01/2018	18/01/2018	12856594	WITHDRAWAL OF CAVEAT	REGISTERED	12791669
08/09/2017	14/09/2017	12791669	CAVEAT	REGISTERED	COMMISSIONER OF STATE TAXATION
27/06/2014	28/07/2014	12156647	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
27/06/2012	10/07/2012	11781656	DISCHARGE OF MORTGAGE	REGISTERED	11015948
29/10/2010	10/11/2010	11483674	AGREEMENT	REGISTERED	DISTRICT COUNCIL OF YORKE PENINSULA
13/08/2008	01/09/2008	11015948	MORTGAGE	REGISTERED	ST.GEORGE BANK LTD. (ACN: 055 513 070)

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YORKE PENINSULA COUNCIL

PRINCIPAL OFFICE:
8 Elizabeth Street, Maitland
ALL CORRESPONDENCE TO:
PO Box 57, MAITLAND, SA 5573
Telephone (08) 8832 0000
Email: admin@yorke.sa.gov.au
Website: www.yorke.sa.gov.au

Agriculturally rich–Naturally beautiful

LOCAL GOVERNMENT INQUIRY

(Certificate of liabilities pursuant to Section 187(1) of the Local Government Act 1999, as amended)

To: Distinct Conveyancing
PO Box 1114
BLACKWOOD SA 5051

Certificate No : 18277
Receipt No : 27619520

Property details:	LOT: 13 PLN: 85487 CT: 6069/313 44 Seaview Court STANSBURY 5582
Principal Ratepayer(s):	S R MATTHEWS
Assessment No:	**428482**
Valuation No:	5404804788

Rates and Charges:

Arrears as at 01/07/2026		$0.00
Rates & Regional Landscape Levy plus, if applicable, Service Charges for the 2026/2027 rating year		**$1,723.08**
PLUS	Other Related Property Charges	
PLUS	Fines and/or Interest already incurred	$0.00
PLUS	Other adjustments	-$0.03
LESS	Rebate (if applicable)	$0.00
LESS	Payments received this financial year	$0.00
TOTAL OWING AT DATE OF THIS REPLY		**$1,723.05**

***Please contact Council prior to settlement for an updated outstanding balance.**
***Assessments with a credit balance are to be adjusted at settlement.**

For Adjustment purposes please note:

☐ That works may be carried out, for which charges will be raised subsequent to this certificate. (See attached notice where applicable)

☐ If the property is located in **Balgowan, Black Point, Hardwicke Bay** or **Port Rickaby** and is serviced by a Council Water Supply Scheme please email admin@yorke.sa.gov.au to request a final meter reading just prior to settlement. Please note that a fee of $57.00 is payable to Council for this reading.

The charges as shown are valid only for the date of the certificate. If you are seeking updated rating information more than 30 days from the date of this certificate, or in a new financial year, a new Section 187 request is required to be lodged.

Fines and interest will be added to overdue amounts as provided by the Local Government Act, 1999.

PRESCRIBED PARTICULARS ONLY ARE PROVIDED

Enquiries or updates regarding this certificate should only be directed to the Rates Department at the Maitland Branch Office, via email to admin@yorke.sa.gov.au

BPAY
Biller Code: 10264
Reference: 428482

Certified: .....**Date: 12 August 2026**

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

YORKE PENINSULA COUNCIL

PRINCIPAL OFFICE:
8 Elizabeth Street, Maitland
Telephone (08) 8832 0000
ALL CORRESPONDENCE TO:
PO Box 57, MAITLAND, SA 5573
Fax (08) 8853 2494
Email: admin@yorke.sa.gov.au
Website: www.yorke.sa.gov.au

Agriculturally rich–Naturally beautiful

LOCAL GOVERNMENT ENQUIRY (SECTION 7 SEARCH)	SF015
	Responsible Officer: C&CS
	Issue Date: 20/09/2022
	Next Review Date: September 2026

PRESCRIBED INFORMATION DEVELOPMENT SECTION

Assessment:	428482	**CT:**	6069/313
Property:	(LOT 13) 44 Seaview Court, Stansbury SA 5583		

PRESCRIBED ENCUMBRANCES	**OTHER PARTICULARS REQUIRED (Strike out responses not applicable)**
Part 1 – Items that must be included in statement.	
Development Act 1993	
Part 3 - Development Plan	Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan): N/A Is the land situated in a designated State Heritage Area? N/A Is the land designated as a place of local heritage value? N/A 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? ☒ NO ☐ YES If YES, state the name of the Council: 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 ☐ YES

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PRESCRIBED INFORMATION
DEVELOPMENT SECTION

PRESCRIBED ENCUMBRANCES	**OTHER PARTICULARS REQUIRED (Strike out responses not applicable)**
Development Act 1993 (cont)	
Section 42 – Condition (that continues to apply) of a development authorisation.	☒ Nil ☐ Date of authorisation: ☐ Name of relevant authority that granted authorisation: ☐ Condition(s) of authorisation: ☐ See attached authorisation
Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): See Attached PlanSA Report Is the land situated in a designated State Heritage place? ☒ NO ☐ YES Is the land designated as a place of local heritage value? ☒ NO ☐ YES Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land? ☒ NO ☐ YES Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? ☒N/A
Section 127 - Condition (that continues to apply) of a development authorisation	☐ Nil ☐ Date of authorisation: ☐ Name of relevant authority that granted authorisation: ☐ Condition(s) of authorisation: ☒ See attached Plan SA report

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Repealed Act Conditions	
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).	☒ Nil ☐ Nature of condition(s) : ☐ See attached
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 ☐ Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any): $……. ☐ See attached agreement.
Section 50(2) – Agreement to vest land in a Council or the Crown to be held as open space.	☒ Nil ☐ Date of Agreement: Names of parties: Terms of agreement: Contribution payable (if any): $……. ☐ See attached agreement.
Section 55 – Order to remove or perform work	☒ Nil ☐ Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any): $…… ☐ See attached order/s.
Section 56 – Notice to complete development	☒ Nil ☐ Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any): $…… ☐ See attached notice/s.
Section 57 – Land Management Agreement	☐ Nil ☐ Date of agreement: Names of parties: Terms of agreement: ☒ See attached agreement.

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Section 69 – Emergency order	☒ Nil ☐ Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any) $…… ☐ See attached order.

Section 71 - Fire safety notice	☒ Nil ☐ Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any): $…… ☐ See attached notice.
Section 84 – Enforcement notice	☒ Nil ☐ Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any): $…… ☐ See attached notice.
Section 85(6), 85(10) or 106 – Enforcement order	☒ Nil ☐ Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out: ☐ See attached order.
Part 11 Division 2 - Proceedings	☒ Nil ☐ Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any): ☐ See attached proceedings or determination.
Housing Improvement Act 1940	
Section 23 – Declaration that house is undesirable or unfit for human habitation	☒ Nil ☐ Date of declaration: Those particulars required to be provided by a Council under section 23: ☐ See attached declaration.

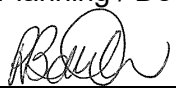
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Planning, Development and Infrastructure Act 2016	
Section 141 – Order to remove or perform work	☒ Nil ☐ Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any): $…… ☐ See attached order/s.
Section 142 – Notice to complete development	☒ Nil ☐ Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any): $…… ☐ See attached notice/s.
Section 155 – Emergency order	☒ Nil ☐ Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any) $…… ☐ See attached order.
Section 157 - Fire safety notice	☒ Nil ☐ Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any): $…… ☐ See attached notice.
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	☒ Nil ☐ Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any): ☐ See attached
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	☒ Nil ☐ Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any): ☐ See attached

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Part 16 - Division 1 - Proceedings	☒ Nil ☐ Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any): ☐ See attached proceedings or determination.
Section 213 – Enforcement notice	☒ Nil ☐ Date notice given: Name of designated authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any): $…… ☐ See attached notice.
Section 214(6), 214(10) or 222 – Enforcement order	☒ Nil ☐ Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any): $…… ☐ See attached notice.

Confirmed by the Planning / Development Section 	Date 10/02/2026

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PRESCRIBED INFORMATION
ENFORCEMENT / COMPLIANCE

PRESCRIBED ENCUMBRANCES	**PARTICULARS REQUIRED (Strike out responses not applicable)**
Fire and Emergency Services Act 2005	
Section 105F (or Section 56 or 83 (repealed) – Notice of action required concerning flammable materials on land	☐ Nil ☐ Date of notice: Name of authority giving notice: Requirements of notice (as stated therein): Amount payable (if any) $..... ☒ See attached notice.
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	☒ Nil ☐ Date of notice: Name of authority giving notice: Requirements of notice (as stated therein): Amount payable (if any) $..... ☐ See attached notice.

Confirmed by Development Services	Date 10/02/2026

PRESCRIBED INFORMATION
HEALTH

PRESCRIBED ENCUMBRANCES	**PARTICULARS REQUIRED (Strike out responses not applicable)**
Food Act 2001	
Section 44 – Improvement notice	☒ Nil ☐ Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice: ☐ See attached notice.
Section 46 – Prohibition order	☒ Nil ☐ Date of order: Name of authority or person who served order: Requirements of order: ☐ See attached order.

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Public and Environmental Health Act 1987 (repealed)	
Part 3 - Notice	☒ Nil ☐ Date of notice: Name of Council or other authority giving notice: Requirements of notice: ☐ See attached notice.
*Public and Environmental Health (Waste Control) Regulations 2010 (*or *1995)* Part 2 – Condition (that continues to apply) of an approval.	☒ Nil ☐ Date of approval: Name of relevant authority that granted the approval: Condition(s) of approval: ☐ See attached approval.
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) Regulation 19 – Maintenance order (that has not been complied with)	☒ Nil ☐ Date of order: Name of authority giving order: Requirements of order: ☐ See attached order.
South Australian Public Health Act 2011	
Section 66 – Direction or requirement to avert spread of disease	☒ Nil ☐ Date of direction or requirement: Name of authority giving or making requirement: Nature of direction or requirement: ☐ See attached direction or requirement.
Section 92 - Notice	☒ Nil ☐ Date of notice: Name of Council or other relevant authority giving notice: Requirements of notice ☐ See attached notice.
South Australian Public Health (Wastewater)Regulations 2013 Part 4 - Condition (that continues to apply) of an approval	☒ Nil ☐ Date of approval: Name of person or body that granted approval: Condition (s) of approval: ☐ See attached approval.

Confirmed by Development Services	Date 10/02/2026

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PRESCRIBED INFORMATION
GENERAL

PRESCRIBED ENCUMBRANCES	**PARTICULARS REQUIRED** **(Strike out responses not applicable)**
Local Government Act 1934	
Notice, order, declaration, charge, claim or demand given or made under the Act.	☒ Nil ☐ 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) $..... ☐ See attached notice.
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act.	☒ Nil ☐ 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) $..... ☐ See attached notice.
Water Industry Act 2012	
Notice or order under the Act requiring payment of charges or other amounts or making other requirement.	☒ Nil ☐ Date of notice, or order: Name of person or body who served notice or order: Amount payable (if any) as specified in the notice or order: $..... Nature of any requirement made (if any) as specified in the notice or order: ☐ See attached notice.

Confirmed by Development Services	Date 10/02/2026

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PARTICULARS OF BUILDING INDEMNITY INSURANCE

Note: Building Indemnity Insurance is not required for –

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

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

Building indemnity insurance is required…. ☐ **YES** ☒ **NO** (refer above note):

1. Name(s) of person(s) insured: .....
2. Name of Insurer: .....
3. Limitations on the liability of the insurer: .....
4. Name of Builder: .....
5. Builder's Licence Number……
6. Date of Issue of Insurance: …….
7. Description of insured building work: .....

.....

.....

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**

If **YES**, give details:

a) Date of the exemption .....
b) Name of builder granted the exemption .....
c) Licence number of builder granted the exemption .....
d) Details of building work for which the exemption applies .....
.....
.....
e) Details of conditions (if any) to which the exemption is subject .....
.....

Certified Development Section	Date 10/02/2026

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

PRESCRIBED INFORMATION
PARTICULARS RELATING TO ENVIRONMENTAL PROTECTION

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*) or the *Planning, Development and Infrastructure Act 2016*?

* ☐ **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	Date 10/02/2026

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ATTACHMENTS

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Data Extract for Section 7 search purposes

Valuation ID 5404804788

Data Extract Date: 10/02/2026

Important Information

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

Parcel ID: D85487 AL13

Certificate Title: CT6069/313

Property Address: 44 SEAVIEW CT STANSBURY SA 5582

Zones

Neighbourhood (N)

Subzones

No

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Bushfire - Urban Interface) (Urban Interface)

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

Hazards (Flooding - Evidence Required)

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

Native Vegetation

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

Signif Retirement Facility Supported Accom Sites

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The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

• 11483674 Agreement with Council DISTRICT COUNCIL OF YORKE PENINSULA

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

STANSBURY - STAGE 3

AG: 11483674

Form B2 APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT - DEVELOPMENT ACT, 1993

TO: The Registrar General

DISTRICT COUNCIL OF YORKE PENINSULA of 8 Elizabeth Street MAITLAND SA 5573 **HEREBY APPLIES** pursuant to the provisions of Section 57(2) of the Development Act, 1993 for the notation of the attached Land Management Agreement pursuant to the provisions of Section 57(2) of the said Act which said Land Management Agreement is dated the 28th day of October 2010 and made between **DISTRICT COUNCIL OF YORKE PENINSULA** aforesaid as the Council of the one part and **TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD** (ACN 115 916 786), 9 Dakota Drive, PARAFIELD SA 5106 as the Owner of the other part which Agreement binds the whole of the land comprised in Certificate of Title Register Book Volume 5876 Folio 334 and operates to control the future development, management, preservation or conservation of the said land.

DATED the 28th day of October 2010

COPY

THE COMMON SEAL of
DISTRICT COUNCIL OF YORKE PENINSULA
was hereunto affixed in the presence of:

DISTRICT COUNCIL OF YORKE PENINSULA
COMMON SEAL
ESTABLISHED 1997

.....
Mayor

.....
Chief Executive Officer

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

EXECUTED by **TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD**
in accordance with s127(1) of the Corporations Act by:

Signature
GIUSEPPE GIROLAMO
Print Name
DIRECTOR
Director

Signature
JOHN JACOPETTA
Print Name
SECRETARY
~~Director~~ / Secretary (delete inapplicable)

and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

THIS DEED is made the 28th day of October 2010

BETWEEN:

DISTRICT COUNCIL OF YORKE PENINSULA of 8 Elizabeth Street MAITLAND SA 5573 ("the Council") of the one part

and

TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD (ACN 115 916 786) of the address specified in Item 1 of the Schedule (hereinafter with its successors and assigns, as the case may be, referred to as "the Owner") of the other part

RECITALS:

A. The Owner is the registered proprietor of an estate in fee simple in the whole of the land specified in Item 2 of the Schedule ("the Land").

B. Save and except the Owner and the person(s) specified in Item 3 of the Schedule, if any, as at the date of this Deed no other person has any legal interest in the Land.

C. The Owner was granted Development Plan consent, Land Division consent and Development Approval pursuant to the provisions of the *Development Act 1993* ("the Act") to divide the Land creating 23 additional allotments from one existing allotment comprising 21 Torrens titled allotments, 2 Community titled allotments, a road reserve, and vested of the portion of the Land to the Council for drainage purposes ("the Development") as depicted on the Plan of Division attached to Item 4 of the Schedule to this Deed ("the Plan of Division").

D. The Owner wishes to enter into this Deed to ensure that fencing, building works, building heights, outbuildings and landscaping are controlled and undertaken in an appropriate manner to maintain a high standard of design and residential amenity of the Land.

E. Pursuant to the provisions of section 57 (2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the future development, management, preservation and conservation of the Land subject to the terms and conditions that follow.

NOW THIS DEED WITNESSES:

INTERPRETATION

1. The parties acknowledge that the matters recited above are true and accurate and agree that they form part of the terms of this Deed.

2. In the interpretation of this Deed unless the context otherwise requires or admits:

   Words and phrases used in this Deed that are defined in the Act, or in the regulations made under the Act, have the meanings ascribed to them by the Act or the regulations as the case may be;

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References to any statute or subordinate legislation include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;

The term "the Owner" where it is a company includes its successors, assigns and transferees and where it is a person includes his or her heirs, executors, administrators and transferees and where it consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons for the time being registered or entitled to be registered as the proprietor of an estate in fee simple of the Land;

The term "person" includes a corporate body;

The term "the Land" shall include any part or parts of the Land;

The term "Plan of Division" is the plan of division that is depicted in Item 4 of the Schedule;

The term "dwelling" shall mean any building, capable of human habitation, proposed to be constructed on the Land and which is or will be an approved development under the Act but does not include a "second hand transportable building";

The term "landscaping plan" shall mean a landscaping plan which will encourage (but will not be solely restricted to) the re-establishment of endemic (local) vegetation and provide screening of any dwelling from adjoining allotments and/or public places to the reasonable satisfaction of Council;

The term "side rear boundary" shall mean the side property boundary of an allotment, for a distance of 8.0m along the side boundary of the allotment taken from a point where the side boundary intersects the rear boundary of the allotment;

The term "solid form fence" shall mean a masonry or similar type of fence (including factory pre-painted steel sheet fence);

The term "transportable building" shall mean any building that is capable of being moved or removed on, to or from the Land;

The term "pre-fabricated building" shall mean any building that is capable of being constructed, whether in part or whole, off the Land and then being transported onto the Land;

Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals has the meaning there defined;

Words importing the singular number of plural number are to be taken to include the plural number and the singular number respectively;

Words importing any gender include both genders;

Where two or more persons are bound hereunder to observe or perform any obligation or Deed whether express or implied they are bound jointly and each of them severally.

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3. Clause headings are provided for reference purposes only and are not to be resorted to in the interpretation of this Deed.

4. The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

5. Nothing contained in this Deed shall fetter the Council in the exercise of its discretion as the Relevant Authority under the Act.

ACKNOWLEDGMENTS OF THE OWNER:

6. The Owner acknowledges that fences on allotments are to be erected in the following way:

6.1 no fencing on any allotment shall be constructed along the front boundary of the allotment, being the primary street frontage, and/or forward of the dwelling line (with the exception of the fencing on allotment 1 which shall be negotiated with Council, and agreed in writing by the Owner and Council prior to its construction) unless it is constructed of an open type construction of the following types:

6.1.1 Picket (timber, steel, aluminium with minimum 55mm separation between uprights),

6.1.2 Pier brick or masonry posts with timber, steel or aluminium uprights with minimum 55mm separation between uprights maximum height shall be 1.50 metres;

6.2 The height of any fencing to the rear (eastern) allotment boundaries on allotments 12 -21 shall be a maximum 1.50 metres high above natural ground level and constructed of an open type construction of tubular steel or aluminium with vertical members of maximum diameter of 25mm and a minimum 70mm separation between uprights, support posts should be a maximum of 90x90mm or 90mm diameter;

6.3 The maximum height of any fencing on the side rear boundary of allotments 12 -21 shall be a maximum height of 1.50 metres above natural ground level and constructed of an open type construction of tubular steel or aluminium with vertical members of maximum diameter of 25mm and a minimum 70mm separation between uprights, support posts should be a maximum of 90x90mm or 90mm diameter.

6.4 A solid form fence on the side rear boundary of allotments 12 – 21 is allowable to a maximum height of 1.0metre above natural ground level, and the tubular style fence noted in clause 6.3 may be constructed to the top of the solid form fence, provided the overall combined maximum height of the fence does not exceed 1.50metres.

6.5 Fencing on a side boundary, not the side rear boundary, on allotments 12 – 21 should be a solid form fence to maximum height 1.80metres above natural ground level. Factory pre painted steel sheet fencing is also acceptable.

6.6 The northern side boundary to allotment 12 is excluded from the requirements of 6.5.

7. The Owner acknowledges that rainwater tanks on allotments are to be erected in the following way:

7.1 Each allotment shall have a rainwater tank of nominal minimum capacity of 10,000 litres fitted with outlets in a manner to provide 7500 litres of domestic water supply and provide 2,500litres of roof water detention. The tanks will be as depicted on the

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

Rainwater Tank Detail attached to Item 5 of the Schedule to this Deed ("the Rainwater Tank Detail");

7.2 The rainwater tanks should be constructed of either plastic, fibreglass or colorbond steel and meet regulatory requirements for containment of potable water;

7.3 Location of the rainwater tanks will be in accordance with Council Development Plan guidelines but must not encroach on the area marked "No Structure" on the Plan of Division. Rainwater tanks are to be screened from public view.

8. The Owner acknowledges that all buildings on any of the allotments shall be erected in the following way:

8.1 Buildings on any of the allotments should be of a high standard and comply with the guidelines in Council's Development Plan. No transportable or prefabricated buildings are to be located on allotments 12 to 21 inclusive or on Community Lots 1 & 2;

8.2 Building setbacks from the primary street frontage to any of the allotments must be in accordance with the guidelines in Council's Development Plan;

8.3 No building on allotments 12-21 shall encroach on the area marked "No Structure" as depicted on the Plan of Division;

8.4 Buildings on allotments 12 - 21 shall be of single storey construction with a maximum roof height of 5.2m above the top of the average finished kerb level directly in front of the respective allotment, except that split level construction is acceptable and overall roof height is not greater than 5.2m from the top of the average finished kerb level directly in front of the respective allotment;

8.5 Any buildings on Community allotments 1 and 2 shall be constructed with a maximum building height level of AHD 22.40metres, except that and in any event, shed walls shall not be greater than 3metres in height with overall height of the shed (including roof) not exceeding 4.5metres in height. Two storey or split level buildings are acceptable provided overall building height is not greater than a level of AHD 22.40metres.

8.6 All outbuildings to community lots 1 and 2 shall have a maximum height of AHD 22.40metres as depicted Item 6 of the Schedule to this Deed except that, and in any event, shed walls shall not be greater than 3metres in height with overall height of the shed (including roof) not exceeding 4.5metres in height;

8.7 Garages to allotments 12 - 21 (inclusive) should be incorporated under the main roof of any dwelling built on the allotment;

8.8 Outbuildings to allotments 12 - 21 (inclusive) are not to be separate from the dwelling to which they relate;

8.9 Garages to allotments 1 – 11 (inclusive) are to be located no further forward than the dwelling line;

9. The Owner acknowledges that landscaping will be undertaken on allotments in the following way:

9.1 At the time of lodging an application for a dwelling on any allotment, the Owner shall provide to the Council a detailed landscaping plan satisfactory to the Council with such

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

landscaping being completed to the reasonable satisfaction of Council within 12 months of occupation of the dwelling;

9.2 Landscaping to allotments 12 – 21 and Community allotments 1 and 2 shall incorporate suitable species to the reasonable satisfaction of Council that do not unduly impair neighbouring properties views of the coastline and are located in areas so as to maximise benefit and minimise interruption to coastal views from neighbouring properties;

9.3 Landscaping of Community allotments 1 – 2 shall incorporate suitable species to the reasonable satisfaction of Council that do not impair neighbouring properties views of the coastline and be planted as depicted on Item 7 of the Schedule to this Deed.

10. The Owner acknowledges that the purpose of any landscaping plan shall be to encourage (but will not be solely restricted to) the re-establishment of endemic (local) vegetation and to provide screening of any dwelling from adjoining allotments and/or public places.

UNDERTAKINGS OF THE OWNER:

11. The Owner shall ensure that buildings on any of the allotments are of a high standard and comply with the guidelines in Council's Development Plan. Further the Owners shall not cause, suffer or permit any transportable or prefabricated buildings to be located on allotments 12 to 21 inclusive nor on Community Lots 1 & 2.

12. The costs and expenses incurred by the Owner in relation to any requirement pursuant to clauses 6, 7, 8 and/or 9 of this Deed shall be borne by the Owner.

OPERATION OF THIS DEED

13. The parties expressly declare and agree that the provisions of this Deed shall not be binding or impose any obligation upon them unless and until the Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of section 57 (5) of the Act in priority to any other registrable interest in the land save and except for the estate and interest of the Owner therein.

RESCISSION

14. If any development authorisation obtained for the Development is not granted, or if granted, lapses or expires by virtue of the provisions of the Act without being implemented by the Owner, the Council agrees to rescind this Deed at the request of the Owner and the reasonable costs of and incidental to the preparation, stamping and registration of the Deed of Rescission shall be borne by the Owner.

COUNCIL'S POWERS OF ENTRY

15. The Council or any employee or authorised officer of the Council may at any time enter into or upon the Land for the purposes of:

16.1 inspecting the Land or any building thereon;

16.2 exercising any other powers of the Council under this Deed or pursuant to law.

VARIATION AND WAIVER

16. This Deed may not be varied except by a supplementary Deed signed by the Council and the Owner.

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

17. The Council may waive compliance by the Owner with the whole or any part of the obligations of the Owner herein contained but no such waiver is effective unless expressed in writing and signed by the Council.

NOTICES

18. Notice for the purposes of this Deed is to be taken to be properly served on the Owner if it is:

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

    18.2 any method prescribed by the *Development Regulations 2008* for the service of a notice.

NOTING OF THIS DEED

19. Each party must do and execute all such acts, documents and things as are necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties, this Deed is noted by the Registrar-General against the Certificate of Title for the Land pursuant to Section 57(5) of the Act.

COSTS

20. The Owner is to bear the costs of and incidental to the negotiation and preparation of this Deed and the stamping and the noting of this Deed on the Certificate of Title to the Land.

21. The Owner hereby agrees to indemnify the Council and keep the Council forever indemnified in respect to the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the implementation of this Deed including the enforcement of its terms.

GOVERNING LAW

22. The law governing the interpretation and implementation of the provisions of this Deed is the law of South Australia.

GENERAL PROVISIONS

23. If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the parties hereby record that it is their intention that such provision be severed from this Deed and that the remaining provisions are to be effective and enforceable according to their terms.

24. This Deed contains the whole Deed between the parties in respect of the matters referred to herein.

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

EXECUTED as a Deed

THE COMMON SEAL of the
DISTRICT COUNCIL OF YORKE PENINSULA
was hereunto affixed in the presence of:

.....
Mayor

.....
Chief Executive Officer

SIGNED by
TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD

in the presence of:

.....
Witness

.....
Name

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

The person named in Item 3 of the Schedule, if any, who has a legal interest in the Land by virtue of the interest specified therein **HEREBY CONSENTS** to the Owner entering into this Deed.

Signed for and on behalf of)
ST GEORGE BANK LIMITED)
by its lawful attorney in the) .....
presence of)

.....

WESTPAC BANKING CORPORATION ABN 33 007 457 141 of 97 King William Street ADELAIDE SA 5000 Pursuant to Registered Mortgage No. 11015948 as successor in law to St.George Bank Limited pursuant to the Financial Sector (Business Transfer and Group Restructure) Act 1999 (Cth) and successor in law to Advance Bank Australia Limited pursuant to the Bank Mergers (Advance Bank) Regulation 1998 (NSW).

By its Tier Three Attorney
Roger David Campbell
pursuant to Power of Attorney Registered Number 9037336 of which s/he has no notice of any revocation of the said Power of Attorney.

Signature of Attorney No. 9037336

Signature of Witness

Susan Marion Cabot
Full Name of Witness

97 King William Street ADELAIDE SA 5000
Address

(08) 8424 5439
Telephone No.

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

THE OWNER HEREBY CERTIFIES pursuant to Section 57(4) of the Act that no other person has a legal interest in the land.

SIGNED by)
TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD) .....
in the presence of:)

.....
Witness

.....JULY TIPPCA.....
Name

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

SCHEDULE

ITEM 1 **Full Name of Owner:**

TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD

Address of Owner:

9 Dakota Drive
PARAFIELD SA 5106

ITEM 2 **Land Description:**

The whole of the land comprised within Certificate of Title Register Book Volume 5876 Folio 334 being Section 200 in the area named Stansbury Hundred of Dalrymple.

ITEM 3 **Full Name of person with legal interest in the Land (if any) and details of interest in the Land**

ST GEORGE BANK LTD

ITEM 4 **Plan of Division**
Attached hereto

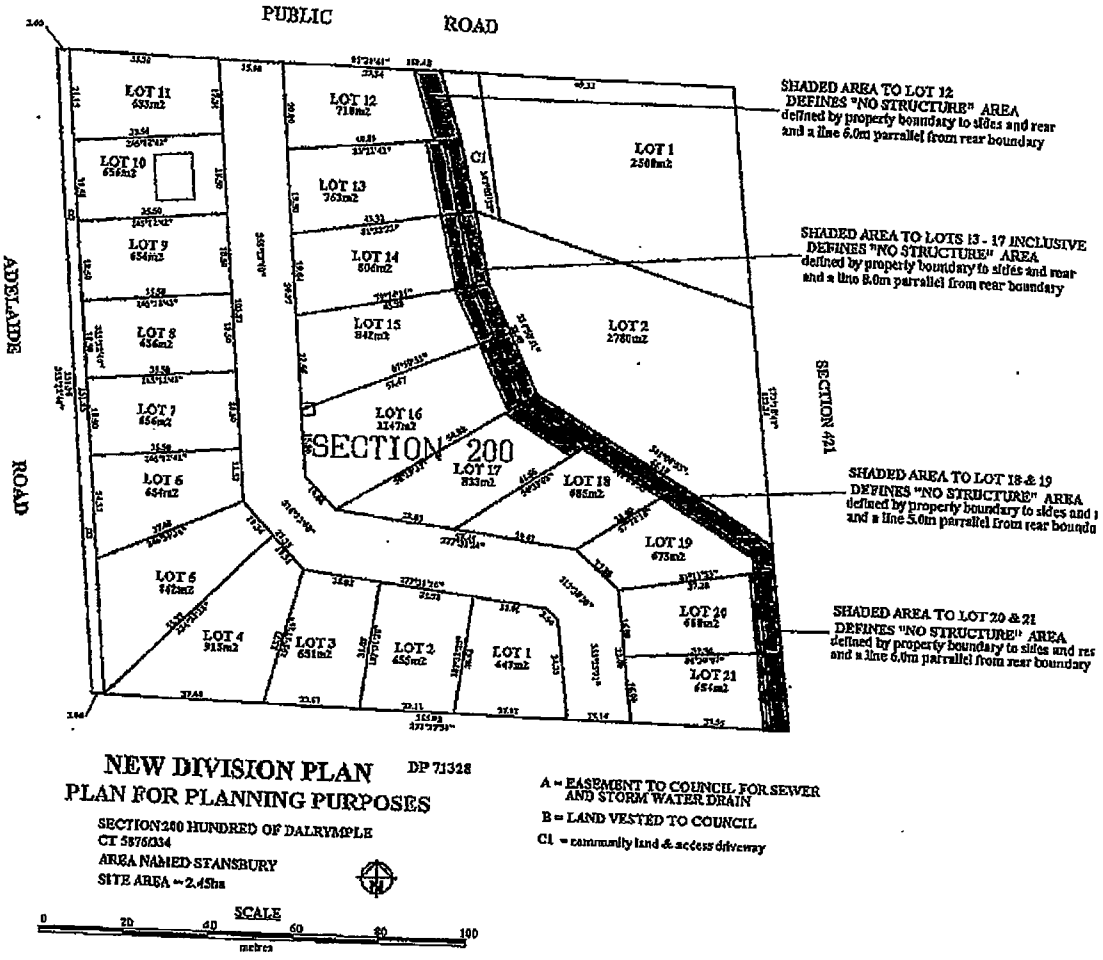
ITEM 5 **Rainwater Tank Detail**
Attached hereto

ITEM 6 **Community Lots 1 & 2 Building Height Detail**
Attached hereto

ITEM 7 **Controlled Vegetation Plan**
Attached hereto

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

ITEM 4 PLAN OF DIVISION



NEW DIVISION PLAN DP 71328

PLAN FOR PLANNING PURPOSES

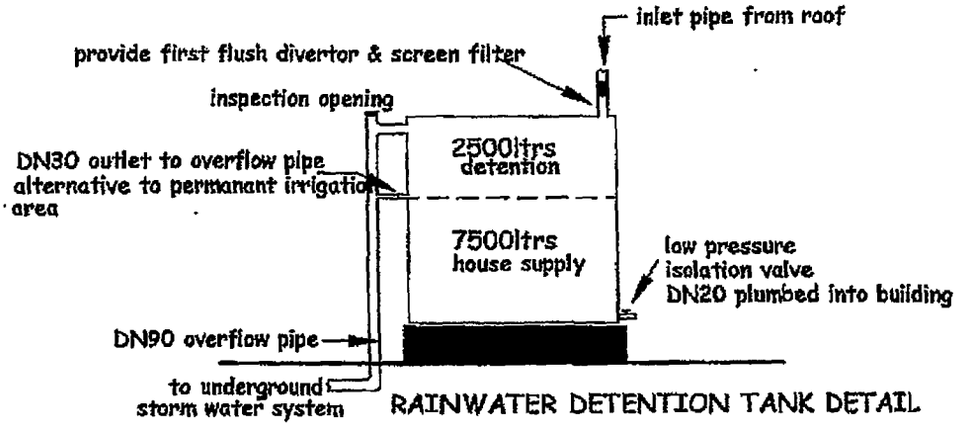
SECTION 200 HUNDRED OF DALRYMPLE
CT 5876/334
AREA NAMED STANSBURY
SITE AREA = 2.45ha

SCALE
0 20 40 60 80 100
metres

A = EASEMENT TO COUNCIL FOR SEWER AND STORM WATER DRAIN
B = LAND VESTED TO COUNCIL
C1 = community land & access driveway

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

ITEM 5 RAINWATER TANK DETAIL
Sample of acceptable rain water tank setup

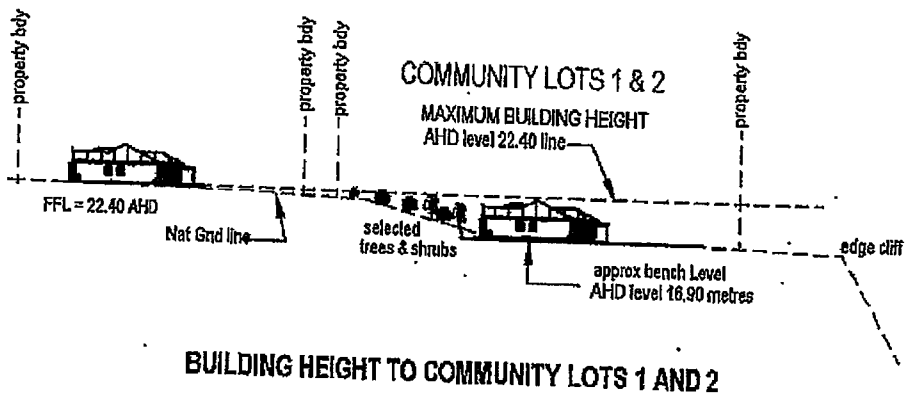


ROOF WATER MANAGEMENT

DWELLINGS TO BE FITTED WITH 10,000LTR TANKS
UTILISE TANKS AS ROOF WATER DETENTIONAND HOUSEHOLD USE
ROOF WATER TO BE DIRECTED TO TANKS VIA SEALED SYSTEM
TANK WATER CONTINUOUSLY FED TO HOUSE VIA PUMP AND SUPPLY WC AND L'DRY AS MINIMUM. OVERFLOW TO COUNCIL STORM WATER DRAIN . MINIMUM 7500ltrs AVAILABLE FOR HOUSEHOLD USE AND 2500ltrs FOR DETENTION

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

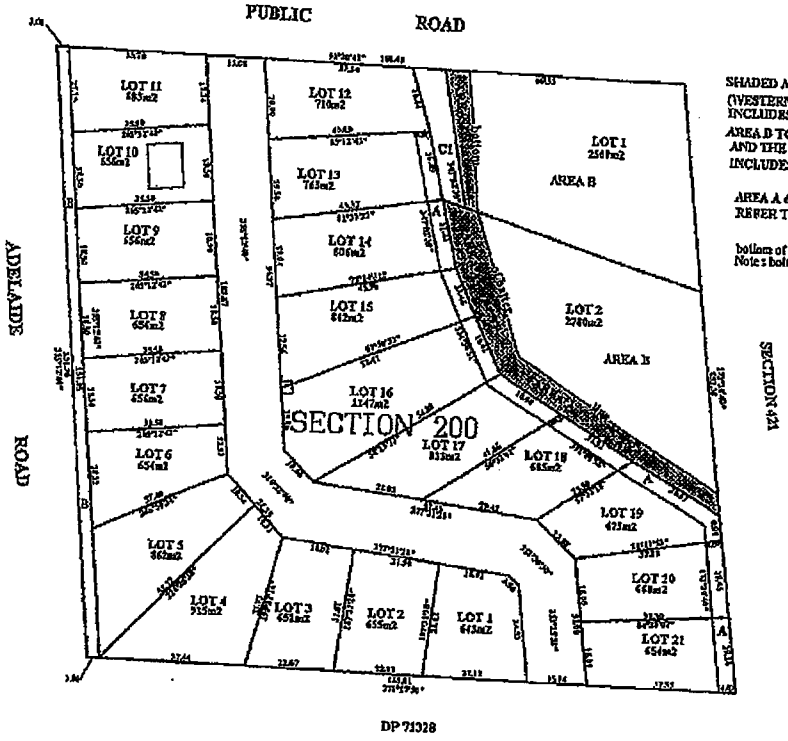
ITEM 6 **COMMUNITY LOTS 1 & 2 BUILDING HEIGHT DETAIL**



BUILDING HEIGHT TO COMMUNITY LOTS 1 AND 2

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

ITEM 7 CONTROLLED VEGETATION PLAN.



SHADED AREA A TO LOTS 1 & 2 IS DEFINED BY THE REAR PROPERTY (WESTERN) BOUNDARY AND THE BOTTOM OF THE BATTER LINE INCLUDES THE SIDE PROPERTY BOUNDARIES

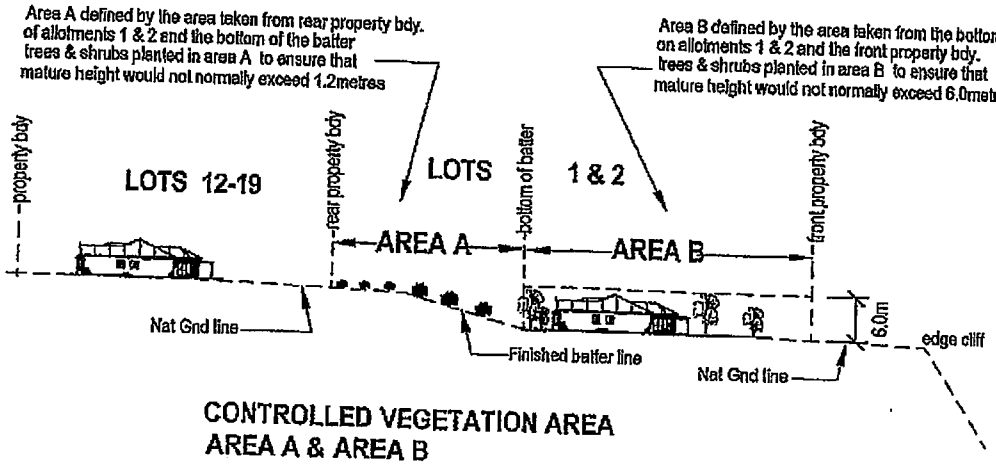
AREA B TO LOTS 1 & 2 IS DEFINED BY THE BOTTOM OF THE BATTER L AND THE FRONT PROPERTY (EASTERN) BOUNDARY INCLUDES THE SIDE PROPERTY BOUNDARIES

AREA A & B = "CONTROLLED VEGETATION" AREA REFER TO CROSS SECTION FOR ADDITONAL DETAILS

bottom of batter line = BOTTOM MOST POINT OF BANK SLOPE
Note: bottom of batter line indicative only and shall be defined by batter on site

PLAN FOR CONTROLLED VEGETATION AREA

SCALE 0 20 40 60 80 100 metres



CONTROLLED VEGETATION AREA
AREA A & AREA B

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

PURPOSE:	DIVISION	AREA NAME:	STANSBURY	APPROVED:	D
MAP REF:	6428/38/N.43/D	COUNCIL:	DISTRICT COUNCIL OF YORKE PENINSULA	DEPOSITED/FILED:	SHEET 1 OF 3
LAST PLAN:		DEVELOPMENT NO:	544/D036/08		V01

AGENT DETAILS: **PYPER LEAKER SURVEYING SERVICES PTY LTD**
ABN 70 718 006 161
PO BOX 1030
GLENELG SOUTH SA 5045
PH 08 8373 3880 FAX 08 8294 0843
DATE: 20/01/10
AGENT CODE: PLS6P
REFERENCE: PL2322

SURVEYORS CERTIFICATION:

I, David Edward PYPER Licensed surveyor of South Australia do hereby certify

(1) That this plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1992

(2) That the field work was completed on 12th DECEMBER 2009
~~except for final placement of survey marks (strike out if not applicable)~~

Dated .... Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5876	334		SECTION(S)	200			DALRYMPLE		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
NEW	15.16	SERVICE	EASEMENT(S)	A(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LGRPA

ANNOTATIONS:
NO OCCUPATION ON SUBJECT LAND UNLESS SHOWN OTHERWISE

Development Assessment Commission

LAND DIVISION CERTIFICATE

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

Signed

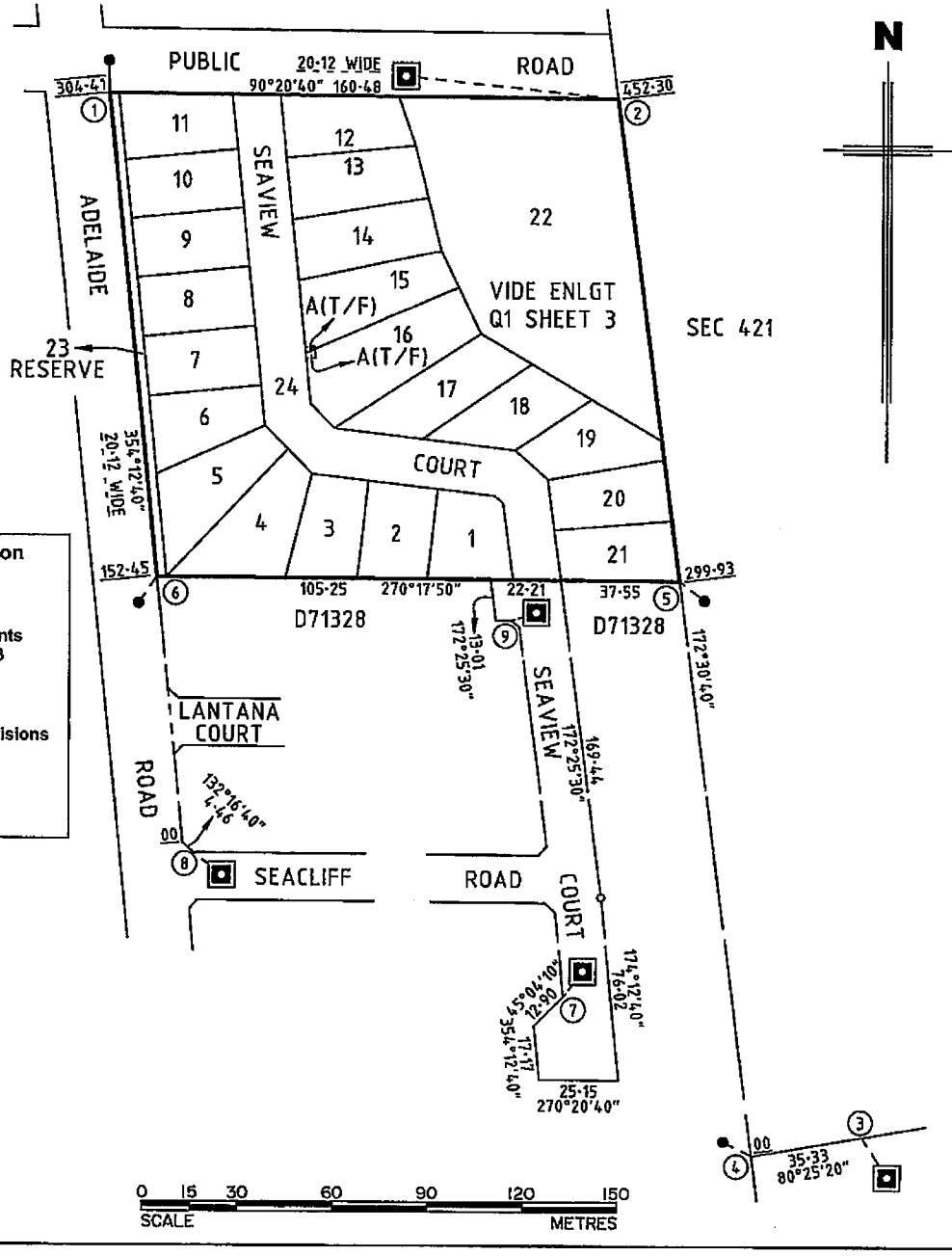
Description of signatory: Supervisor of Land Divisions as delegate of D.A.C.

Dated 05/11/2010, 03:38 pm

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PSM NO
1	179°30'	MP FD	0.34	
2	92°01'	PSM FD	67.06	6428/1802
3	327°30'	PSM FD	0.47	6428/1656
4	116°22'	MP FD	2.54	
5	308°06'	MP FD	0.99	
6	34°37'	MP FD	1.02	
7	216°31'	PSM FD	5.60	6428/2040
8	307°22'	PSM FD	5.89	6428/2041
9	250°18'	PSM FD	3.55	6428/2086



Development Assessment Commission

LAND DIVISION CERTIFICATE

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

Signed

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

Dated 05/11/2010, 03:39 pm

D

SHEET 2 OF 3

V01

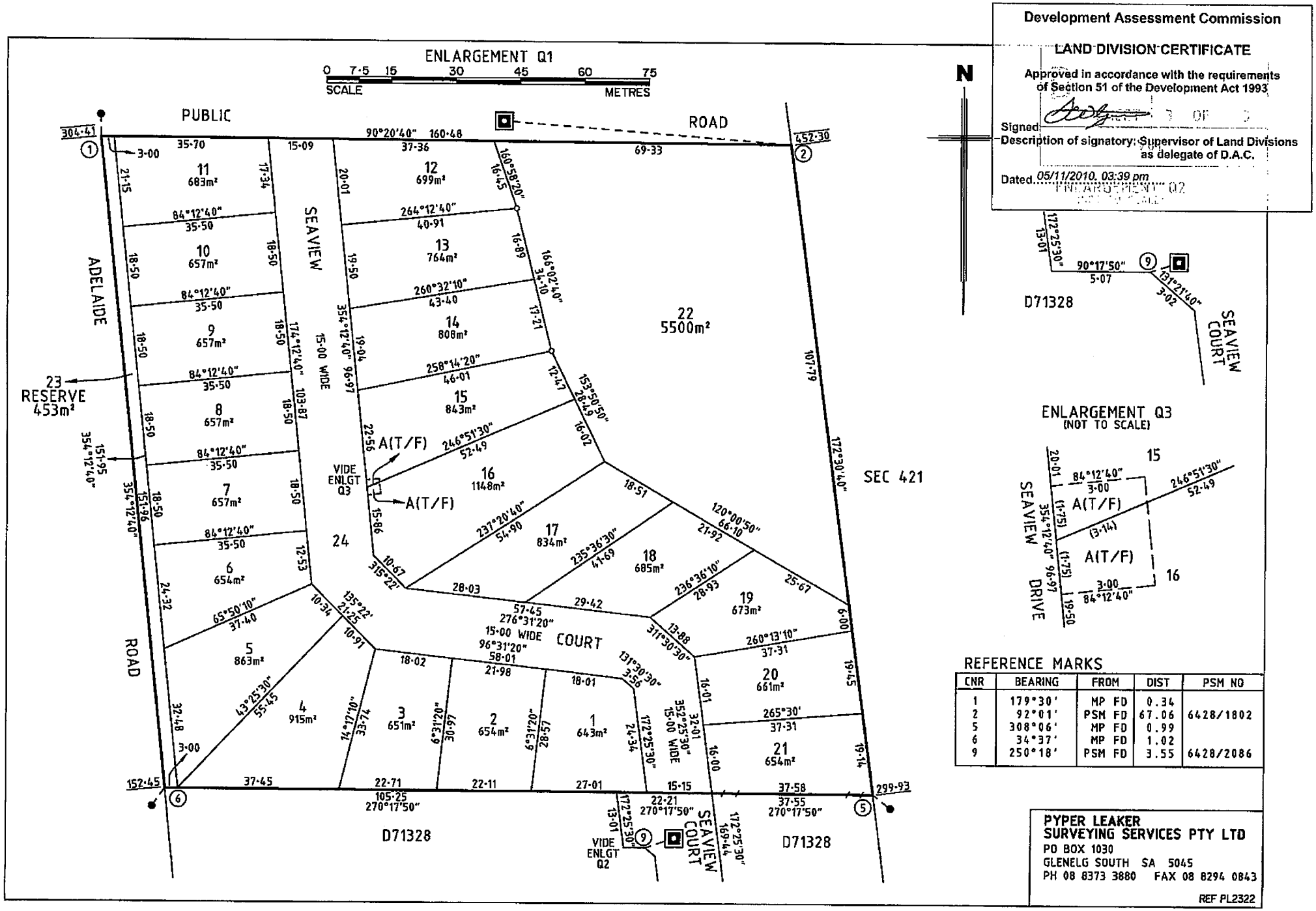
BEARING DATUM: (1) - (2) 90°20'40"
DERIVATION: D71328 (ADOPTED)

TOTAL AREA:

PYPER LEAKER SURVEYING SERVICES PTY LTD
PO BOX 1030
GLENELG SOUTH SA 5045
PH 08 8373 3880 FAX 08 8294 0843

REF PL2322

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD



Development Assessment Commission

LAND DIVISION CERTIFICATE

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

Signed: [signature] 2 OF 3

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

Dated 05/11/2010. 03:39 pm

ENLARGEMENT Q2

ENLARGEMENT Q3
(NOT TO SCALE)

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PSM NO
1	179°30'	MP FD	0.34	
2	92°01'	PSM FD	67.06	6428/1802
5	308°06'	MP FD	0.99	
6	34°37'	MP FD	1.02	
9	250°18'	PSM FD	3.55	6428/2086

PYPER LEAKER SURVEYING SERVICES PTY LTD
PO BOX 1030
GLENELG SOUTH SA 5045
PH 08 8373 3880 FAX 08 8294 0843

REF PL2322

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

YORKE PENINSULA COUNCIL

PRINCIPAL OFFICE:
8 Elizabeth Street, Maitland
Telephone (08) 8832 0000
ALL CORRESPONDENCE TO:
PO Box 57, MAITLAND, SA 5573
Fax (08) 8853 2494
Email: admin@yorke.sa.gov.au
Website: www.yorke.sa.gov.au

Agriculturally rich–Naturally beautiful

COMPLIANCE NOTICE - SCHEDULE 12
Notice Pursuant to Section 105F of the Fire & Emergency Services Act 2005

BUSHFIRE PREVENTION NOTICE

NOTICE TO THE OWNER OF THE LAND

Date of Notice : 19 September 2025
Assessment No : **428482**
Locality : **STANSBURY**

S R MATTHEWS
49A Wilkins Grove
GLENGOWRIE SA 5044

Being the owner of the land described hereunder:

44 Seaview Court STANSBURY

(LOT: 13 PLN: 85487 CT: 6069/313)

Pursuant to Section 105F of the Fire and Emergency Services Act 2005, you, as the owner of the above mentioned land must take reasonable steps —

(a) To prevent or inhibit the outbreak of fire on the land; and
(b) To prevent or inhibit the spread of fire through the land; and
(c) To protect property on the land from fire; and
(d) To minimise the threat to human life from a fire on the land.

As a result of visual inspection you, the land owner, is required to comply with the following requirements WITHIN 21 DAYS OF THE DATE OF THIS NOTICE:

Reduce the height of all grass and flammable undergrowth to a maximum height of 10cm.

Fuel reduction is to be maintained throughout the Fire Danger Season

1. The following matters may be considered relevant to determining whether a breach of these requirements has occurred:
   (a) the nature of the land;
   (b) whether the land is in a country, township or other setting;
   (c) the activities carried out on the land (including whether flammable or combustible materials or substances are used or stored on the land);
   (d) other statutory standards or requirements that apply to or in relation to the land.

   **Other matters may also be taken into account*
2. A code of practice prescribed under the Act may also be relevant to your circumstances.
3. If you fail to comply with a requirement of this notice-
   (a) you may be liable to a significant fine; and
   (b) an authorised officer may proceed to carry out the work required by the notice and recover costs against you.
4. You are entitled to appeal against a requirement of this notice. Your rights of appeal are set out in the Fire and Emergency Services Act, 2005.
5. Your appeal should be instituted within 14 days of receiving this notice. A copy of the appeal notice must also be sent to the Yorke Peninsula Council, PO Box 57, MAITLAND SA 5575.
6. **Please discuss the matter with the Council's Fire Prevention Officer before you institute an appeal**.

FRASER MCEVOY
Fire Prevention Officer

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

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.

DISTINCT CONVEYANCING PTY LTD
POST OFFICE BOX 1114
BLACKWOOD SA 5051

DATE OF ISSUE
06/07/2026

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER
1284266*

OWNERSHIP NAME
S R MATTHEWS

PROPERTY DESCRIPTION
44 SEAVIEW CT / STANSBURY SA 5582 / LT 13 D85487

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R2	VA
5404804788	CT 6069/313	$230,000.00	0.500	0.300

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	27.30
- REMISSION	$	10.30
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	67.00

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 Certficate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE **04/10/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
1284266*

OWNERSHIP NAME
S R MATTHEWS

ASSESSMENT NUMBER
5404804788

AMOUNT PAYABLE
$67.00

AGENT NUMBER
100032710

AGENT NAME
DISTINCT CONVEYANCING PTY LTD

EXPIRY DATE
04/10/2026

+70195889170022> +001571+ <0550338129> <0000006700> +444+

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

BPAY **Biller Code: 456285** **Ref: 7019588917** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

DISTINCT CONVEYANCING PTY LTD
POST OFFICE BOX 1114
BLACKWOOD SA 5051

DATE OF ISSUE
06/07/2026

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
S R MATTHEWS

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
44 SEAVIEW CT / STANSBURY SA 5582 / LT 13 D85487

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
5404804788	CT 6069/313	$230,000.00	0.0764 HA

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

CURRENT TAX	**$**	0.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**0.00**			

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

ON OR BEFORE **04/10/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7019588826** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

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SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
54 04804 78 8	CT6069313	7/7/2026	8722	2796618

DISTINCT CONVEYANCING PTY LTD
PO BOX 1114
BLACKWOOD SA 5051
melanie@distinctconveyancing.com.au

Property Assist/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: S R MATTHEWS
Location: 44 SEAVIEW CT STANSBURY LT 13 D85487
Description: L **Capital Value:** $ 230 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2026

			$
		Arrears as at: 30/6/2026 :	0.00
Water main available:	15/9/2011	Water rates :	0.00
Sewer main available:		Sewer rates :	0.00
		Water use :	0.00
		SA Govt concession :	0.00
		Recycled Water Use :	0.00
		Service Rent :	0.00
		Recycled Service Rent :	0.00
		Other charges :	0.00
		Goods and Services Tax :	0.00
		Amount paid :	0.00
		Balance outstanding :	0.00

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

Next quarterly charges: Water supply: 88.00 Sewer: 0.00 Bill: 12/8/2026

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

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

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

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

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SA Water

South Australian Water Corporation

Name:
S R MATTHEWS

Water & Sewer Account
Acct. No.: **54 04804 78 8**

Amount: _____

Address:
44 SEAVIEW CT STANSBURY LT 13
D85487

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	5404804788

BPAY

Biller code: 8888
Ref: 5404804788

Telephone and Internet Banking — BPAY®

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

Paying online

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

Paying by phone

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

SA Water account number: 5404804788

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Orig. AG 11483674

13:10 29-Oct-2010
1 of 1 Fees: $121.00

OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyance/Applicant

Series No.	Prefix

AGENT CODE

Lodged by:

Correction to:

BELOW THIS LINE FOR OFFICE USE ONLY

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

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

1. C/T 5876/334
2.
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.

Lev: [illegible] Bundle No.: 124 538 673
Orig: [illegible] of [illegible] 1 copies
Consideration/Value: EXEMPT
Apportionment (if applicable):
Stat: $ EXEMPT Paid: $ —
Int: — Refund: $ —
Signature: Date: 28/10/10

CORRECTION	PASSED

REGISTERED 10 NOV 2010

REGISTRAR-GENERAL

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

ITEM(S)	AGENT CODE
D.P LMA	ICON (44)
C/T 5876/334	BSAB 76

© CORPORATE FORMS PTY LTD (May 2000) Lic No.1

LANDS TITLES REGISTRATION

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

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

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Form B2 **APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT - DEVELOPMENT ACT, 1993**

TO: The Registrar General

DISTRICT COUNCIL OF YORKE PENINSULA of 8 Elizabeth Street MAITLAND SA 5573 **HEREBY APPLIES** pursuant to the provisions of Section 57(2) of the Development Act, 1993 for the notation of the attached Land Management Agreement pursuant to the provisions of Section 57(2) of the said Act which said Land Management Agreement is dated the 28th day of October 2010 and made between **DISTRICT COUNCIL OF YORKE PENINSULA** aforesaid as the Council of the one part and **TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD** (ACN 115 916 786), 9 Dakota Drive, PARAFIELD SA 5106 as the Owner of the other part which Agreement binds the whole of the land comprised in Certificate of Title Register Book Volume 5876 Folio 334 and operates to control the future development, management, preservation or conservation of the said land.

DATED the 28th day of October 2010

THE COMMON SEAL of
DISTRICT COUNCIL OF YORKE PENINSULA
was hereunto affixed in the presence of:

R L Agnew
Mayor

Chief Executive Officer

DISTRICT COUNCIL OF YORKE PENINSULA COMMON SEAL ESTABLISHED 1997

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

EXECUTED by **TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD**
in accordance with s127(1) of the Corporations Act by:

Signature

GIUSEPPE GIROLAMO
Print Name

DIRECTOR
Director

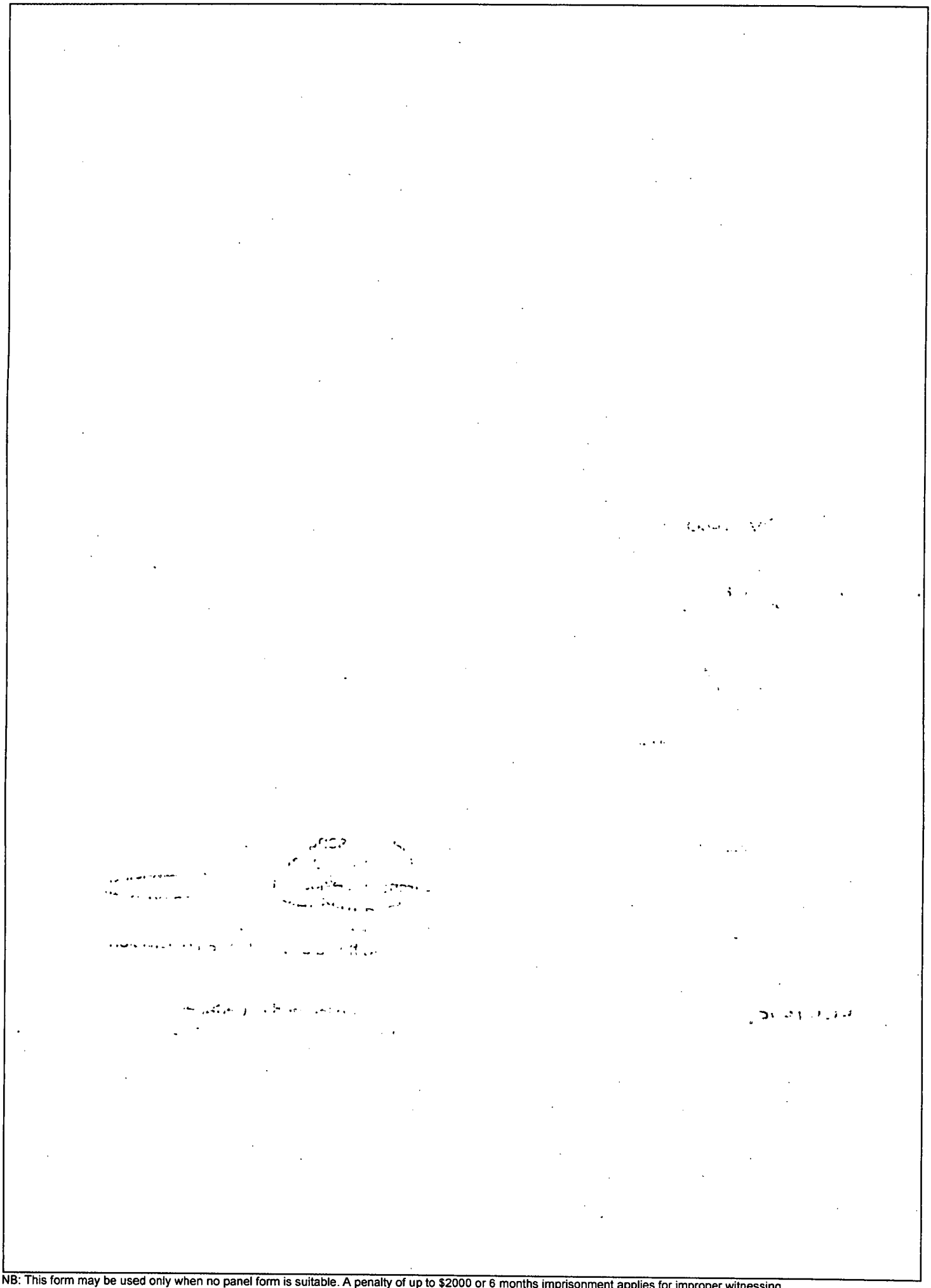
Signature

JOHN IACOPETTA
Print Name

SECRETARY
~~Director~~ / Secretary (delete inapplicable)

and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company

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Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

THIS DEED is made the 28th day of October 2010

BETWEEN:

DISTRICT COUNCIL OF YORKE PENINSULA of 8 Elizabeth Street MAITLAND SA 5573 ("the Council") of the one part

and

TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD (ACN 115 916 786) of the address specified in Item 1 of the Schedule (hereinafter with its successors and assigns, as the case may be, referred to as "the Owner") of the other part

RECITALS:

A. The Owner is the registered proprietor of an estate in fee simple in the whole of the land specified in Item 2 of the Schedule ("the Land").

B. Save and except the Owner and the person(s) specified in Item 3 of the Schedule, if any, as at the date of this Deed no other person has any legal interest in the Land.

C. The Owner was granted Development Plan consent, Land Division consent and Development Approval pursuant to the provisions of the *Development Act 1993* ("the Act") to divide the Land creating 23 additional allotments from one existing allotment comprising 21 Torrens titled allotments, 2 Community titled allotments, a road reserve, and vested of the portion of the Land to the Council for drainage purposes ("the Development") as depicted on the Plan of Division attached to Item 4 of the Schedule to this Deed ("the Plan of Division").

D. The Owner wishes to enter into this Deed to ensure that fencing, building works, building heights, outbuildings and landscaping are controlled and undertaken in an appropriate manner to maintain a high standard of design and residential amenity of the Land.

E. Pursuant to the provisions of section 57 (2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the future development, management, preservation and conservation of the Land subject to the terms and conditions that follow.

NOW THIS DEED WITNESSES:

INTERPRETATION

1. The parties acknowledge that the matters recited above are true and accurate and agree that they form part of the terms of this Deed.

2. In the interpretation of this Deed unless the context otherwise requires or admits:

   Words and phrases used in this Deed that are defined in the Act, or in the regulations made under the Act, have the meanings ascribed to them by the Act or the regulations as the case may be;

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References to any statute or subordinate legislation include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;

The term "the Owner" where it is a company includes its successors, assigns and transferees and where it is a person includes his or her heirs, executors, administrators and transferees and where it consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons for the time being registered or entitled to be registered as the proprietor of an estate in fee simple of the Land;

The term "person" includes a corporate body;

The term "the Land" shall include any part or parts of the Land;

The term "Plan of Division" is the plan of division that is depicted in Item 4 of the Schedule;

The term "dwelling" shall mean any building, capable of human habitation, proposed to be constructed on the Land and which is or will be an approved development under the Act but does not include a "second hand transportable building";

The term "landscaping plan" shall mean a landscaping plan which will encourage (but will not be solely restricted to) the re-establishment of endemic (local) vegetation and provide screening of any dwelling from adjoining allotments and/or public places to the reasonable satisfaction of Council;

The term "side rear boundary" shall mean the side property boundary of an allotment, for a distance of 8.0m along the side boundary of the allotment taken from a point where the side boundary intersects the rear boundary of the allotment;

The term "solid form fence" shall mean a masonry or similar type of fence (including factory pre-painted steel sheet fence);

The term "transportable building" shall mean any building that is capable of being moved or removed on, to or from the Land;

The term "pre-fabricated building" shall mean any building that is capable of being constructed, whether in part or whole, off the Land and then being transported onto the Land;

Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals has the meaning there defined;

Words importing the singular number of plural number are to be taken to include the plural number and the singular number respectively;

Words importing any gender include both genders;

Where two or more persons are bound hereunder to observe or perform any obligation or Deed whether express or implied they are bound jointly and each of them severally.

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3. Clause headings are provided for reference purposes only and are not to be resorted to in the interpretation of this Deed.

4. The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

5. Nothing contained in this Deed shall fetter the Council in the exercise of its discretion as the Relevant Authority under the Act.

ACKNOWLEDGMENTS OF THE OWNER:

6. The Owner acknowledges that fences on allotments are to be erected in the following way:

6.1 no fencing on any allotment shall be constructed along the front boundary of the allotment, being the primary street frontage, and/or forward of the dwelling line (with the exception of the fencing on allotment 1 which shall be negotiated with Council, and agreed in writing by the Owner and Council prior to its construction) unless it is constructed of an open type construction of the following types:

6.1.1 Picket (timber, steel, aluminium with minimum 55mm separation between uprights),

6.1.2 Pier brick or masonry posts with timber, steel or aluminium uprights with minimum 55mm separation between uprights maximum height shall be 1.50 metres;

6.2 The height of any fencing to the rear (eastern) allotment boundaries on allotments 12 -21 shall be a maximum 1.50 metres high above natural ground level and constructed of an open type construction of tubular steel or aluminium with vertical members of maximum diameter of 25mm and a minimum 70mm separation between uprights, support posts should be a maximum of 90x90mm or 90mm diameter;

6.3 The maximum height of any fencing on the side rear boundary of allotments 12 -21 shall be a maximum height of 1.50 metres above natural ground level and constructed of an open type construction of tubular steel or aluminium with vertical members of maximum diameter of 25mm and a minimum 70mm separation between uprights, support posts should be a maximum of 90x90mm or 90mm diameter.

6.4 A solid form fence on the side rear boundary of allotments 12 – 21 is allowable to a maximum height of 1.0metre above natural ground level, and the tubular style fence noted in clause 6.3 may be constructed to the top of the solid form fence, provided the overall combined maximum height of the fence does not exceed 1.50metres.

6.5 Fencing on a side boundary, not the side rear boundary, on allotments 12 – 21 should be a solid form fence to maximum height 1.80metres above natural ground level. Factory pre painted steel sheet fencing is also acceptable.

6.6 The northern side boundary to allotment 12 is excluded from the requirements of 6.5.

7. The Owner acknowledges that rainwater tanks on allotments are to be erected in the following way:

7.1 Each allotment shall have a rainwater tank of nominal minimum capacity of 10,000 litres fitted with outlets in a manner to provide 7500 litres of domestic water supply and provide 2,500litres of roof water detention. The tanks will be as depicted on the

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Rainwater Tank Detail attached to Item 5 of the Schedule to this Deed ("the Rainwater Tank Detail");

7.2 The rainwater tanks should be constructed of either plastic, fibreglass or colorbond steel and meet regulatory requirements for containment of potable water;

7.3 Location of the rainwater tanks will be in accordance with Council Development Plan guidelines but must not encroach on the area marked "No Structure" on the Plan of Division. Rainwater tanks are to be screened from public view.

8. The Owner acknowledges that all buildings on any of the allotments shall be erected in the following way:

8.1 Buildings on any of the allotments should be of a high standard and comply with the guidelines in Council's Development Plan. No transportable or prefabricated buildings are to be located on allotments 12 to 21 inclusive or on Community Lots 1 & 2;

8.2 Building setbacks from the primary street frontage to any of the allotments must be in accordance with the guidelines in Council's Development Plan;

8.3 No building on allotments 12-21 shall encroach on the area marked "No Structure" as depicted on the Plan of Division;

8.4 Buildings on allotments 12 - 21 shall be of single storey construction with a maximum roof height of 5.2m above the top of the average finished kerb level directly in front of the respective allotment, except that split level construction is acceptable and overall roof height is not greater than 5.2m from the top of the average finished kerb level directly in front of the respective allotment;

8.5 Any buildings on Community allotments 1 and 2 shall be constructed with a maximum building height level of AHD 22.40metres, except that and in any event, shed walls shall not be greater than 3metres in height with overall height of the shed (including roof) not exceeding 4.5metres in height. Two storey or split level buildings are acceptable provided overall building height is not greater than a level of AHD 22.40metres.

8.6 All outbuildings to community lots 1 and 2 shall have a maximum height of AHD 22.40metres as depicted Item 6 of the Schedule to this Deed except that, and in any event, shed walls shall not be greater than 3metres in height with overall height of the shed (including roof) not exceeding 4.5metres in height;

8.7 Garages to allotments 12 - 21 (inclusive) should be incorporated under the main roof of any dwelling built on the allotment;

8.8 Outbuildings to allotments 12 - 21 (inclusive) are not to be separate from the dwelling to which they relate;

8.9 Garages to allotments 1 – 11 (inclusive) are to be located no further forward than the dwelling line;

9. The Owner acknowledges that landscaping will be undertaken on allotments in the following way:

9.1 At the time of lodging an application for a dwelling on any allotment, the Owner shall provide to the Council a detailed landscaping plan satisfactory to the Council with such

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landscaping being completed to the reasonable satisfaction of Council within 12 months of occupation of the dwelling;

9.2 Landscaping to allotments 12 – 21 and Community allotments 1 and 2 shall incorporate suitable species to the reasonable satisfaction of Council that do not unduly impair neighbouring properties views of the coastline and are located in areas so as to maximise benefit and minimise interruption to coastal views from neighbouring properties;

9.3 Landscaping of Community allotments 1 – 2 shall incorporate suitable species to the reasonable satisfaction of Council that do not impair neighbouring properties views of the coastline and be planted as depicted on Item 7 of the Schedule to this Deed.

10. The Owner acknowledges that the purpose of any landscaping plan shall be to encourage (but will not be solely restricted to) the re-establishment of endemic (local) vegetation and to provide screening of any dwelling from adjoining allotments and/or public places.

UNDERTAKINGS OF THE OWNER:

11. The Owner shall ensure that buildings on any of the allotments are of a high standard and comply with the guidelines in Council's Development Plan. Further the Owners shall not cause, suffer or permit any transportable or prefabricated buildings to be located on allotments 12 to 21 inclusive nor on Community Lots 1 & 2.

12. The costs and expenses incurred by the Owner in relation to any requirement pursuant to clauses 6, 7, 8 and/or 9 of this Deed shall be borne by the Owner.

OPERATION OF THIS DEED

13. The parties expressly declare and agree that the provisions of this Deed shall not be binding or impose any obligation upon them unless and until the Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of section 57 (5) of the Act in priority to any other registrable interest in the land save and except for the estate and interest of the Owner therein.

RESCISSION

14. If any development authorisation obtained for the Development is not granted, or if granted, lapses or expires by virtue of the provisions of the Act without being implemented by the Owner, the Council agrees to rescind this Deed at the request of the Owner and the reasonable costs of and incidental to the preparation, stamping and registration of the Deed of Rescission shall be borne by the Owner.

COUNCIL'S POWERS OF ENTRY

15. The Council or any employee or authorised officer of the Council may at any time enter into or upon the Land for the purposes of:

16.1 inspecting the Land or any building thereon;

16.2 exercising any other powers of the Council under this Deed or pursuant to law.

VARIATION AND WAIVER

16. This Deed may not be varied except by a supplementary Deed signed by the Council and the Owner.

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17. The Council may waive compliance by the Owner with the whole or any part of the obligations of the Owner herein contained but no such waiver is effective unless expressed in writing and signed by the Council.

NOTICES

18. Notice for the purposes of this Deed is to be taken to be properly served on the Owner if it is:

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

    18.2 any method prescribed by the *Development Regulations 2008* for the service of a notice.

NOTING OF THIS DEED

19. Each party must do and execute all such acts, documents and things as are necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties, this Deed is noted by the Registrar-General against the Certificate of Title for the Land pursuant to Section 57(5) of the Act.

COSTS

20. The Owner is to bear the costs of and incidental to the negotiation and preparation of this Deed and the stamping and the noting of this Deed on the Certificate of Title to the Land.

21. The Owner hereby agrees to indemnify the Council and keep the Council forever indemnified in respect to the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the implementation of this Deed including the enforcement of its terms.

GOVERNING LAW

22. The law governing the interpretation and implementation of the provisions of this Deed is the law of South Australia.

GENERAL PROVISIONS

23. If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the parties hereby record that it is their intention that such provision be severed from this Deed and that the remaining provisions are to be effective and enforceable according to their terms.

24. This Deed contains the whole Deed between the parties in respect of the matters referred to herein.

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EXECUTED as a Deed

THE COMMON SEAL of the)
DISTRICT COUNCIL OF YORKE PENINSULA)
was hereunto affixed in the presence of:)

.....
Mayor

.....
Chief Executive Officer

DISTRICT COUNCIL OF YORKE PENINSULA
COMMON SEAL
ESTABLISHED 1997

SIGNED by)
TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD)
) .....
in the presence of:)

.....
Witness

.....
Name

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

The person named in Item 3 of the Schedule, if any, who has a legal interest in the Land by virtue of the interest specified therein **HEREBY CONSENTS** to the Owner entering into this Deed.

Signed for and on behalf of)
ST GEORGE BANK LIMITED)
by its lawful attorney in the) .....
presence of)

.....

WESTPAC BANKING CORPORATION ABN 33 007 457 141 of 97 King William Street ADELAIDE SA 5000 Pursuant to Registered Mortgage No. 11015948 as successor in law to St.George Bank Limited pursuant to the Financial Sector (Business Transfer and Group Restructure) Act 1999 (Cth) and successor in law to Advance Bank Australia Limited pursuant to the Bank Mergers (Advance Bank) Regulation 1998 (NSW).

By its Tier Three Attorney
Roger David Campbell
pursuant to Power of Attorney Registered Number 9037336 of which s/he has no notice of any revocation of the said Power of Attorney.

Signature of Attorney No. 9037336

Signature of Witness

Susan Marion Cabot
Full Name of Witness

97 King William Street ADELAIDE SA 5000
Address

(08) 8424 5439
Telephone No.

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

THE OWNER HEREBY CERTIFIES pursuant to Section 57(4) of the Act that no other person has a legal interest in the land.

SIGNED by)
TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD) .....
in the presence of:)

.....
Witness

SIAN TARA
.....
Name

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

SCHEDULE

ITEM 1 **Full Name of Owner:**

TRIUMPH RESIDENTIAL AND COMMERCIAL PTY LTD

Address of Owner:

9 Dakota Drive
PARAFIELD SA 5106

ITEM 2 **Land Description:**

The whole of the land comprised within Certificate of Title Register Book Volume 5876 Folio 334 being Section 200 in the area named Stansbury Hundred of Dalrymple.

ITEM 3 **Full Name of person with legal interest in the Land (if any) and details of interest in the Land**

ST GEORGE BANK LTD

ITEM 4 **Plan of Division**
Attached hereto

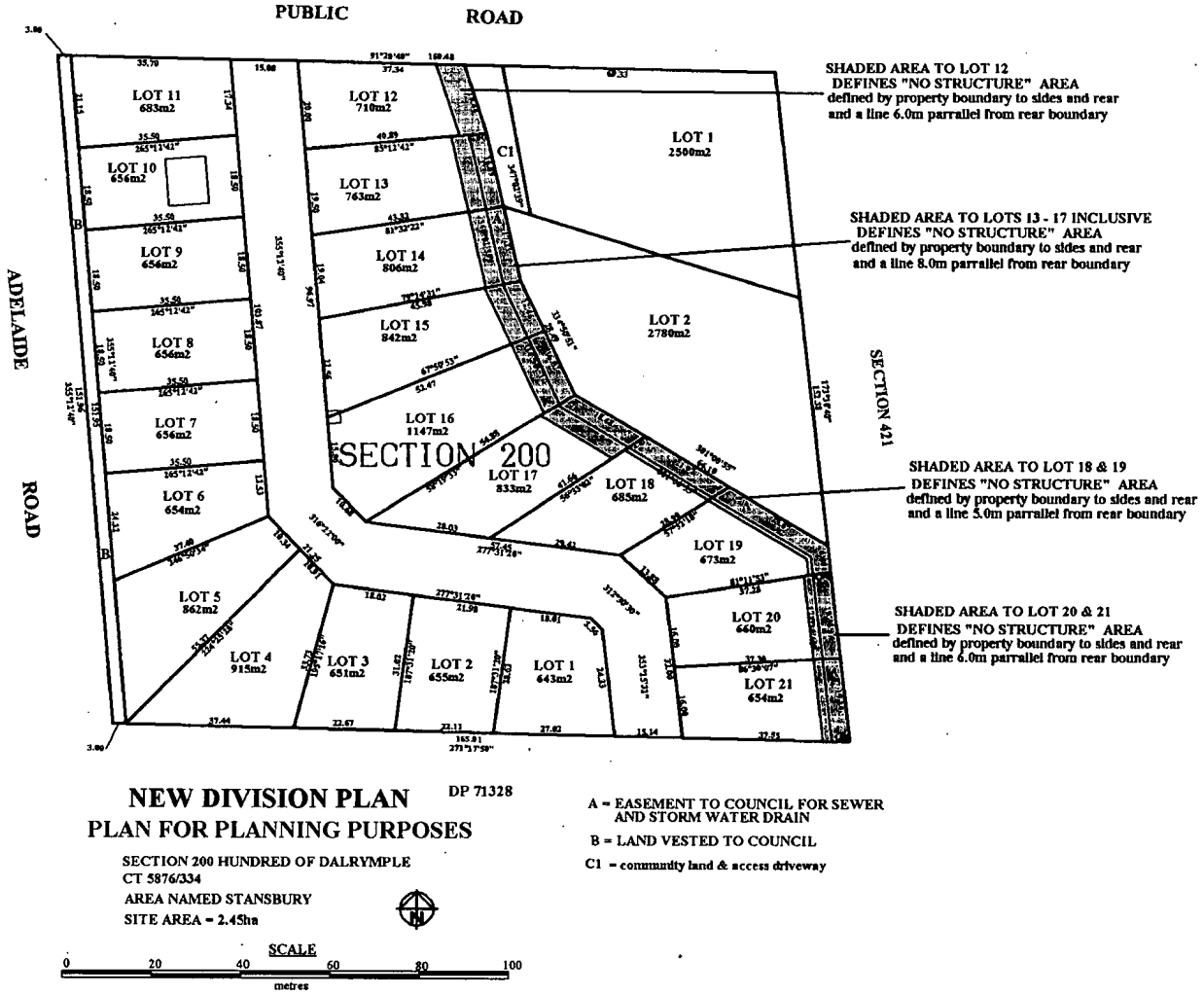
ITEM 5 **Rainwater Tank Detail**
Attached hereto

ITEM 6 **Community Lots 1 & 2 Building Height Detail**
Attached hereto

ITEM 7 **Controlled Vegetation Plan**
Attached hereto

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

ITEM 4 PLAN OF DIVISION



NEW DIVISION PLAN DP 71328

PLAN FOR PLANNING PURPOSES

SECTION 200 HUNDRED OF DALRYMPLE
CT 5876/334
AREA NAMED STANSBURY
SITE AREA = 2.45ha

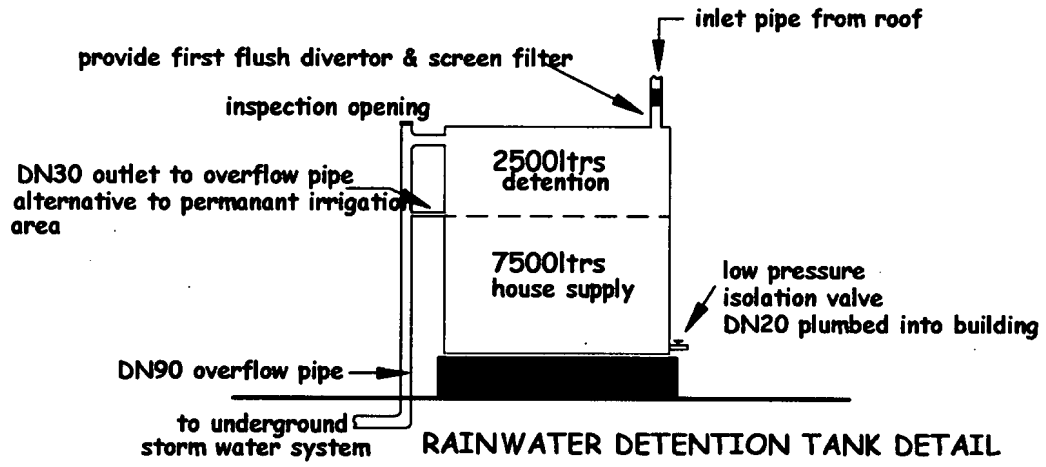
SCALE
0 20 40 60 80 100
metres

A = EASEMENT TO COUNCIL FOR SEWER AND STORM WATER DRAIN
B = LAND VESTED TO COUNCIL
C1 = community land & access driveway

Docusign Envelope ID: 400B1552-2C5C-8D11-8221-0214092BD4FD

ITEM 5 RAINWATER TANK DETAIL

Sample of acceptable rain water tank setup

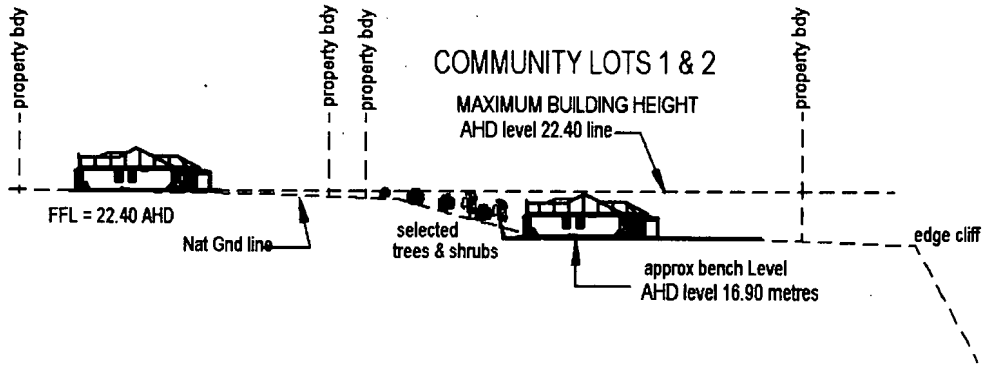


ROOF WATER MANAGEMENT

DWELLINGS TO BE FITTED WITH 10,000LTR TANKS
UTILISE TANKS AS ROOF WATER DETENTIONAND HOUSEHOLD USE
ROOF WATER TO BE DIRECTED TO TANKS VIA SEALED SYSTEM
TANK WATER CONTINUOUSLY FED TO HOUSE VIA PUMP AND SUPPLY WC AND L'DRY AS MINIMUM. OVERFLOW TO COUNCIL STORM WATER DRAIN . MINIMUM 7500ltrs AVAILABLE FOR HOUSEHOLD USE AND 2500ltrs FOR DETENTION

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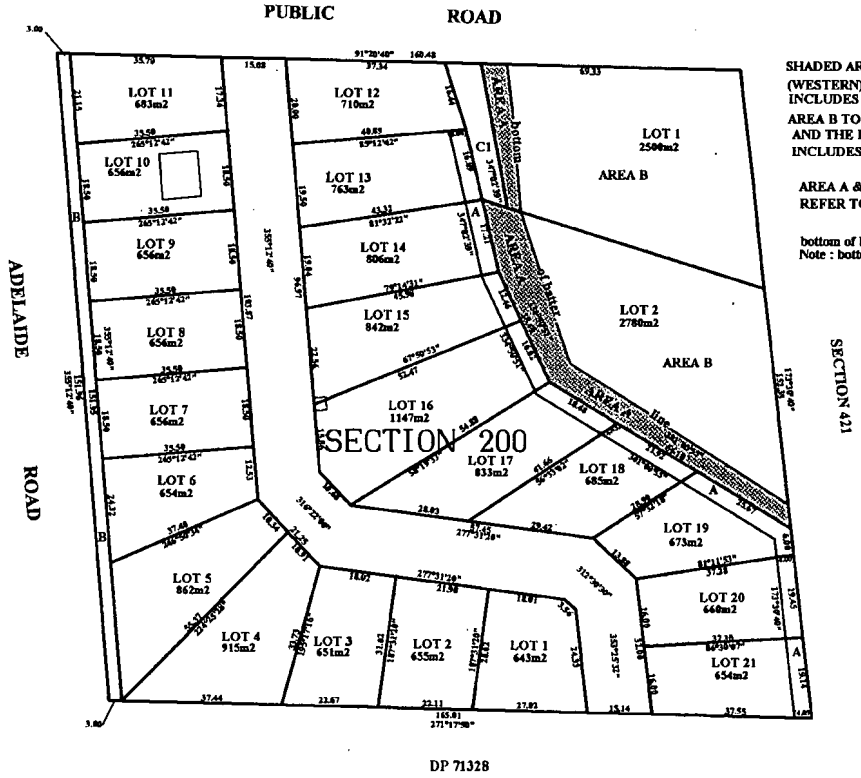
ITEM 6 COMMUNITY LOTS 1 & 2 BUILDING HEIGHT DETAIL



BUILDING HEIGHT TO COMMUNITY LOTS 1 AND 2

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ITEM 7 CONTROLLED VEGETATION PLAN.



SHADED AREA A TO LOTS 1 & 2 IS DEFINED BY THE REAR PROPERTY (WESTERN) BOUNDARY AND THE BOTTOM OF THE BATTER LINE INCLUDES THE SIDE PROPERTY BOUNDARIES

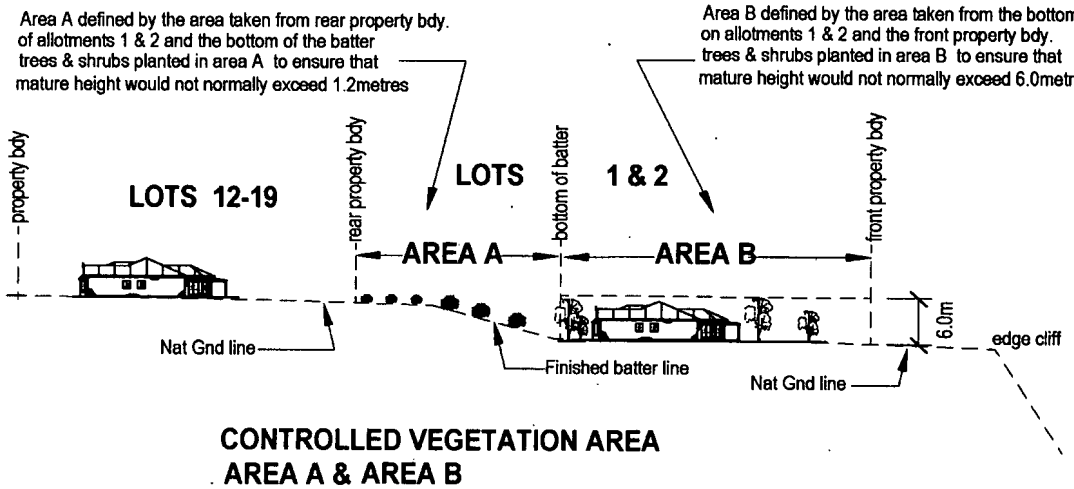
AREA B TO LOTS 1 & 2 IS DEFINED BY THE BOTTOM OF THE BATTER LI AND THE FRONT PROPERTY (EASTERN) BOUNDARY INCLUDES THE SIDE PROPERTY BOUNDARIES

AREA A & B = "CONTROLLED VEGETATION" AREA
REFER TO CROSS SECTION FOR ADDITONAL DETAILS

bottom of batter line = BOTTOM MOST POINT OF BANK SLOPE
Note : bottom of batter line indicative only and shall be defined by batter on site

PLAN FOR CONTROLLED VEGETATION AREA

SCALE
0 20 40 60 80 100
metres



CONTROLLED VEGETATION AREA
AREA A & AREA B

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OFFICIAL

STATE PLANNING COMMISSION

Contact	*Planning Services*
Email	*Dhud.planningservices@sa.gov.au*
Phone:	*7133 3030*

Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

1800 752 664
saplanningcommission@sa.gov.au

17 February 2026

Distinct Conveyancing Pty Ltd
PO Box 1114
BLACKWOOD SA 5051

Dear Sir/Madam

Re: ***Land and Business (Sale and Conveyancing) Act 1994*** **- Section 7 Enquiry**
Property at 44 Seaview Court, Stansbury
Registered Proprietor(s): S Matthews

I refer to your enquiry to the Department for Housing and Urban Development (DHUD) concerning the parcel of land comprised in Certificate of Title Volume 6069 Folio 313 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2753856 dated 10/2/26).

Items 5.2 and 5.3 of the PIR indicate that the State Planning Commission (SPC) will respond with details of a possible requirement under Section 50 (1) or agreement under Section 50 (2) of the *Development Act 1993 (repealed)* respectively to vest land in a council or the Crown to be held as open space.

I therefore advise that a land division proposal 544/D004/15 recorded against this property has lapsed and accordingly Section 50 of the Development Act (repealed) does not apply.

In addition, there are no relevant details under Sections 198 (1) and 198 (2) of the *Planning, Development and Infrastructure Act 2016* applicable to this Certificate of Title (refer items 29.10 and 29.11 of the PIR).

Yours faithfully

Planning Services Unit
on behalf of
STATE PLANNING COMMISSION

Certificate Of Completion

Envelope Id: 400B1552-2C5C-8D11-8221-0214092BD4FD
Status: Completed
Subject: Sign Request - UPDATED Form 1 for 44 Seaview Court, Stansbury
Source Envelope:
Document Pages: 116
Signatures: 2
Envelope Originator:
Melanie Jane Turner
Certificate Pages: 5
Initials: 0
office@distinctconveyancing.com.au
AutoNav: Enabled
IP Address: 54.206.55.10
EnvelopeId Stamping: Enabled
Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

Record Tracking

Status: Original
13/8/2026 | 16:26
Holder: Melanie Jane Turner
office@distinctconveyancing.com.au
Location: DocuSign

Signer Events	Signature	Timestamp
Melanie Jane Turner office@distinctconveyancing.com.au Distinct Conveyancing Pty Ltd Security Level: Email, Account Authentication (None)	DocuSigned by: Melanie Jane Turner 4ED4B08B06D94E1... Signature Adoption: Pre-selected Style Using IP Address: 95.82.38.123	Sent: 13/8/2026 | 16:27 Viewed: 13/8/2026 | 16:29 Signed: 13/8/2026 | 16:29
Electronic Record and Signature Disclosure: Accepted: 7/11/2025 | 14:44 ID: 53ae1a75-61a3-4cc8-afcf-28e8c281d541		
Sonia Rae Matthews sonia.matthews122@outlook.com Security Level: Email, Account Authentication (None)	Signed by: Sonia Rae Matthews B2E61E0C7C6843C... Signature Adoption: Pre-selected Style Using IP Address: 151.186.179.22	Sent: 13/8/2026 | 16:27 Resent: 18/8/2026 | 19:49 Resent: 24/8/2026 | 15:08 Resent: 26/8/2026 | 19:58 Viewed: 26/8/2026 | 20:43 Signed: 27/8/2026 | 22:07
Electronic Record and Signature Disclosure: Accepted: 26/8/2026 | 20:43 ID: 5113f0e5-623b-4e6b-bd4f-2006f042dbe1		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	13/8/2026 | 16:27
Envelope Updated	Security Checked	24/8/2026 | 15:08
Certified Delivered	Security Checked	26/8/2026 | 20:43

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	27/8/2026 | 22:07
Completed	Security Checked	27/8/2026 | 22:07

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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