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 parentheses below or to the side of the question).

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

Part A—Parties and land

1. Purchaser:

Address:
Street 1:

Suburb: State: Postcode:

2. Purchaser's registered agent: ☐

Address:
Street 1

~~Suburb: State: Postcode:~~

3. Vendor:
Julia Chuquipiondo & Luis Alberto Chuquipiondo.

Address:
Street 1: PO Box 495

Suburb: Wallaroo State: SA Postcode: 5556

4. Vendor's registered agent: ☑
Klemich Real Estate

Address:
Street 1: Unit 1 / 245 Fullarton Road

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 194 Deposited Plan 59514 in the area named Wallaroo Hundred of Wallaroo.

Street 1: 5 Pommern Way

Suburb: Wallaroo State: SA Postcode: 5556

being the *whole / ~~portion~~ of the land comprised in Certificate of Title
Volume 5873 Folio 74.

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

To the purchaser:

Right to cool-off

(section 5)

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

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

(a) you purchased by auction; or

(b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or

(c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or

(d) you are a body corporate and the land is not residential land; or

(e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or

(f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or

(g) the contract also provides for the sale of a business that is not a small business.

2. Time for service

The cooling-off notice must be served:

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

(b) if this form is served on you after the making of the contract—before the end of the second clear business day from the day on which this form is served.

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

3. Form of cooling-off notice

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

4. Methods of service

The cooling-off notice must be:

(a) given to the vendor personally; or

(b) posted by registered post to the vendor at the following address:

PO Box 495 Wallaroo SA 5556

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

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

Email: 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, Julia Chuquipiondo & Luis Alberto Chuquipiondo.

of PO Box 495 Wallaroo SA 5556

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: 10-Nov-2026

Signed: Signed on Greatforms by: Julia Chuquipiondo

Date: P2Q3SGI8H0D94GBSN3YTF21S5T

Signed:

Date: 10-Nov-2026

Signed: Signed on Greatforms by: Luis Alberto Chuquipiondo

Date: P9HJ3R8VLXCEHO2TOBWSST886T

Signed:

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

(section 9)

To the purchaser:

I, Ryan Edwards of Electronic Form 1 Co. Pty Ltd on behalf of Klemich Real Estate

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

Exceptions:

Date: 05/11/2026

Signed:

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

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

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

Note:

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

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

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

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

Table of particulars

Column 1 **Column 2** **Column 3**

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

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

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

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

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

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

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

1. General

1.1 Mortgage of land

*(**Note:** Do not omit this item. The item and its heading must be included in the statement even if not applicable.)*

Is this item applicable? ☑

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

Are there attachments? NO

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

Number of mortgage: (if registered)

14477729

Name of mortgagee:

Australia & New Zealand Banking Group Ltd. (ACN: 005 357 522).

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 attached Certificate of Title Volume 5873 Folio 74 and Property Interest Report - page 12.

Description of land subject to easement:

Portion of the land in the said Certificate of Title.

Nature of easement:

Statutory Easements may apply - refer to page 12 of the Property Interest Report.

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?

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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?

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

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 attached Council Search - pages 3 and 10-25.
Refer attached Agreement No. 9318117.

Date of agreement:

11/04/2002.

Names of parties:

District Council of the Copper Coast
and
Crystalcorp Developments Pty Ltd.

Terms of agreement:

Refer attached Agreement No. 9318117.

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):

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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)

Date of notice:

Amount of levy payable:

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 attached Council Search - page 2.

Date of notice, order etc:

27/10/2026.

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

Copper Coast Council.

Land subject thereto:

The whole of the land in Certificate of Title Volume 5873 Folio 74.

Nature of requirements contained in notice, order etc:

Payment of Council rates.

Time for carrying out requirements:

To be paid on or prior to settlement.

Amount payable (if any):

$2,302.65

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)

Refer to attached SAPPA report.
Refer to attached Council Search - pages 3 and 6-7.
Refer to attached Property Interest Report - pages 8-9.

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

Refer to attached SAPPA report.
Refer to attached Council Search - page 6.

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 *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? NO

Are there attachments? YES

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

Refer attached Council Search - pages 7-9.

Date of authorisation:

Application ID: 25008508 - 08/05/2025.

Name of relevant authority that granted authorisation:

Copper Coast Council.

Condition(s) of authorisation:

Refer attached Council Search - pages 7-9.

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed: (as stated in the notice)

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable: (if any)

29.6 section 142 - Notice to complete development

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable: (if any)

29.7 section 155 - Emergency order

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable: (if any)

29.8 section 157 - Fire safety notice

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable: (if any)

29.9 section 192 or 193 - Land management agreement

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer attached Council Search - pages 3 and 10-25.
Refer attached Agreement No. 9318117.

Date of agreement:

11/04/2002.

Names of parties:

District Council of the Copper Coast and
Crystalcorp Developments Pty Ltd.

Terms of agreement:

Refer attached Agreement No. 9318117.

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable: (if any)

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable: (if any)

29.12 Part 16 Division 1 - Proceedings

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order: (if any)

Terms of determination or order: (if any)

29.13 section 213 - Enforcement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable: (if any)

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

Particulars 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 still in existence for building work on the land:

1. Name(s) of person(s) insured:
   Julia and Luis Chuquipiondo (Refer to attached Council search - page 9)
2. Name of insurer:
   QBE
3. Limitations on the liability of the insurer:
   Not Supplied
4. Name of builder:
   Construction Services Australia
5. Builder's licence number:
   G8969
6. Date of issue of insurance:
   25/03/2025
7. Description of insured building work:
   Detached Single Storey Dwelling.

Exemption from holding insurance:

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

NO

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 to which the exemption applies:

(e) Details of conditions (if any) to which the exemption is subject:

Particulars relating to environment protection ☑

1-Interpretation

(1) In this and the following items (items 1 to 7 inclusive)-
domestic activity has the same meaning as in the *Environment Protection Act 1993*;
environmental assessment, in relation to land, means an assessment of the existence or nature or extent of-

(a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or

(b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;
EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

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

(a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and

(b) the suitability of the land for a particular use; and

(c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;
pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;
prescribed commercial or industrial activity-see item 1(2);
prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;
site contamination audit has the same meaning as in the *Environment Protection Act 1993*;
site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

(2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2023*) is a prescribed commercial or industrial activity:

EPA Prescribed Commercial or Industrial Activity

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

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

(1) Is the vendor aware of any of the following activities ever having taken place at the land:

(a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?

(b) importation of soil or other fill from a site at which-

(i) an activity of a kind listed in paragraph (a) has taken place; or

(ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

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

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

NO

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

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

NO

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

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

NO

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

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

NO

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

Note-

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

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

3-Licences and exemptions recorded by EPA in public register

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

(a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?

NO

(f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?

NO

(g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

NO

(h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

NO

Note-

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

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

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

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

The EPA will not provide details about exemptions relating to-

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

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

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

(a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?

NO

(b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993* ?

NO

(c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?

NO

(d) a copy of a site contamination audit report?

NO

(e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

(f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

(h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?

NO

(i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?

NO

(j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

NO

Note-

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

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

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

(a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?

NO

(b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993* ?

NO

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

NO

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

NO

Note-

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

6-Further information held by councils

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

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

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

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-

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

7-Further information for purchasers

Note-

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

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

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

If-

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

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

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

Copy of certificate(s) of title to the land

Local Government Authority Prescribed inquiry (Council Search) (25 pages)

Property Interest Report including Emergency Services Levy, Land Tax and SA Water Certificates (23 pages)

Agreement No. 9318117(16 pages)

SAPPA report (3 pages)

Form R3 - Buyers Information Notice

Form R7 - Warning Notice

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

Signature of purchaser(s)

Signature	Signature
Date	Date
Signature	Signature
Date	Date

*(*Strike out whichever is not applicable)*

Form R3

Land and Business (Sale and Conveyancing) Act 1994 (section 13A)
Land and Business (Sale and Conveyancing) Regulations 2025 (regulation 17)

Buyers information notice
Prescribed notice to be given to purchaser

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

Enjoyment

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

Value

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

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

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

CARRINGTON CONVEYANCERS

Form R7

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

Warning notice
Financial and investment advice

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:

a) 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

b) 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.

Certificate of Title

Greatforms Signing Session ID: d5b2eb91-2885-4796-82e3-4654fdefb47e, Executed: 10-Nov-2026 07:06 (ACDT), Page 36 of 108

LAND SERVICES SA

Product	Register Search (CT 5873/74)
Date/Time	26/10/2026 02:31PM
Customer Reference	
Order ID	20261026007081

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.

REGISTRAR - GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 5873 Folio 74

Parent Title(s)	CT 5807/886				
Creating Dealing(s)	RTU 9318116				
Title Issued	04/06/2002	Edition	4	Edition Issued	13/03/2025

Estate Type

FEE SIMPLE

Registered Proprietor

JULIA CHUQUIPIONDO
LUIS ALBERTO CHUQUIPIONDO
OF PO BOX 495 WALLAROO SA 5556
AS JOINT TENANTS

Description of Land

ALLOTMENT 194 DEPOSITED PLAN 59514
IN THE AREA NAMED WALLAROO
HUNDRED OF WALLAROO

Easements

NIL

Schedule of Dealings

Dealing Number	Description
9318117	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
14477729	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

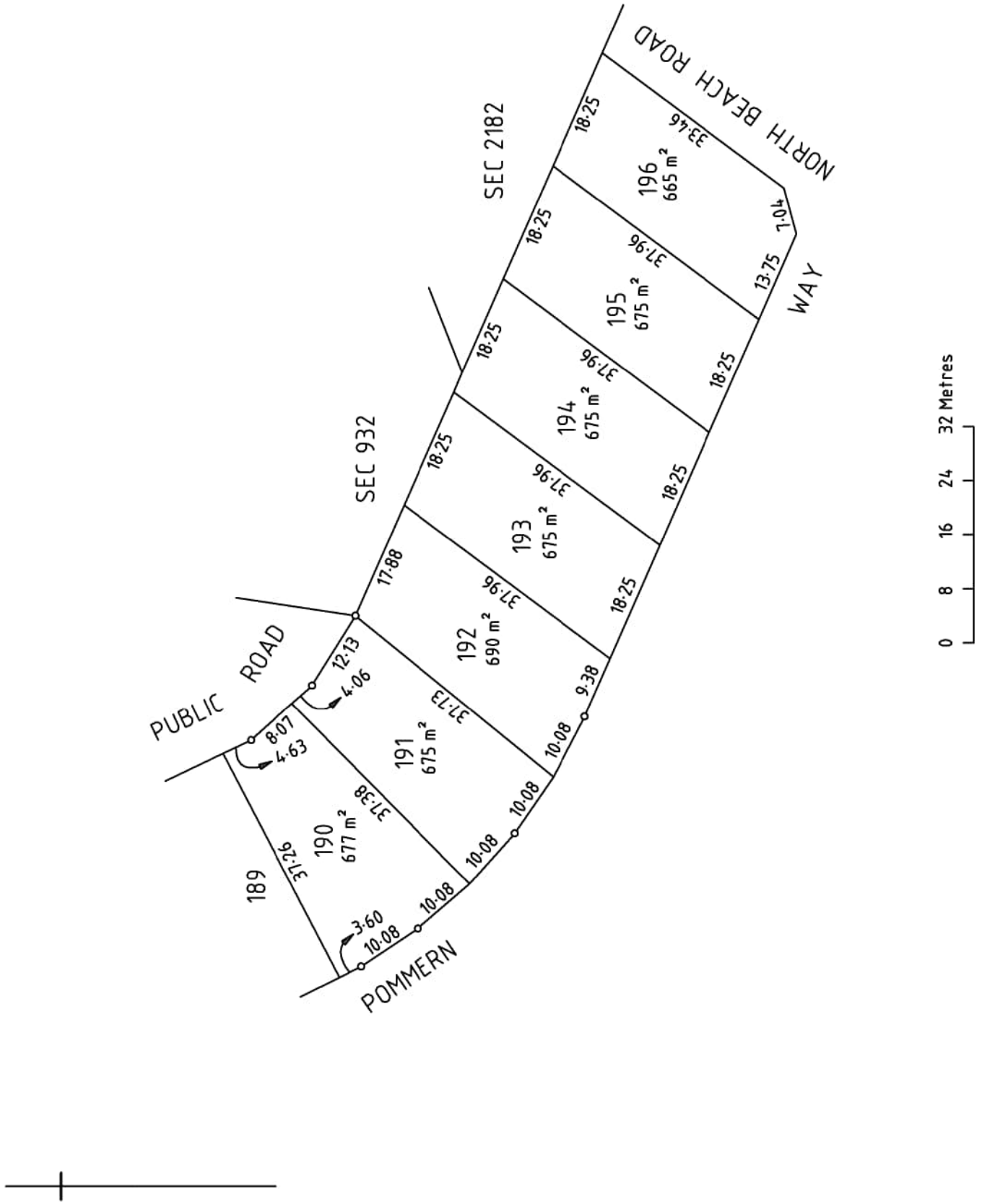
Notations

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 5873/74)
Date/Time	26/10/2026 02:31PM
Customer Reference	
Order ID	20261026007081



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Local Government Authority prescribed inquiry (Council Search) (25 pages)

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COPPER COAST COUNCIL

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Tel 08 8828 1200 • Email info@coppercoast.sa.gov.au • Web www.coppercoast.sa.gov.au

SECTION 7 SEARCH CERTIFICATE

Search Number: 17848

Date: 27.10.2026

APPLICANT	
NAME	CARRINGTON CONVEYANCERS
ADDRESS	PO BOX 6193 HALIFAX STREET ADELAIDE SA 5000

To Whom It May Concern,

Re: Request for Information

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

Yours faithfully,
Savannah Shields
SEARCH CO-ORDINATOR
info@coppercoast.sa.gov.au

BPAY
Biller Code: 45773
Ref: 1000866984

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au

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CERTIFICATE OF LOCAL GOVERNMENT CHARGES

Pursuant to the Local Government Act, 1999

For the Financial Year ending 30th June 2027

RATES AND CHARGES			
SEARCH NUMBER	17848	ASSESSMENT NUMBER	A86698
CAPITAL VALUE	$760000.00	VALUATION NUMBER	301161700*
PROPERTY DESCRIPTION	5 POMMERN WAY WALLAROO SA 5556		
OWNER/S NAME	J & LA CHUQUIPIONDO		
SECTION/S		ALLOTMENT/S	194
PLAN	D59514	CERTIFICATE OF TITLE/S	5873/74

RATES AND FINES IN ARREARS BROUGHT FORWARD FROM 1st JULY 2026	$0.00
RATES FOR CURRENT FINANCIAL YEAR	$2416.30
SERVICE CHARGES	$654.00
SEPARATE RATE	$0.00
INTEREST / LEGAL FEES TO DATE	$0.00
SUNDRY DEBTORS	$0.00

LESS PAYMENTS MADE	$767.65

TOTAL OUTSTANDING AT DATE OF THIS CERTIFICATE	$2302.65

Prior to Settlement – It is the responsibility of the Conveyancer, to obtain an updated balance of the Total Outstanding from Council, as rates not paid on or before the **DUE DATE** are subject to a **FINE** of 2% with further **INTEREST CHARGES** of 0.7625% being added to **ARREARS** each month following.

Other Information:

RATES OFFICER SIGNATURE	DocuSigned by: kylie Newbold 91E9E0BC757C413...	DATE	27.10.2026

Greatforms Signing Session ID: d5b2eb91-2885-4796-82e3-4654fdefb47e, Executed: 10-Nov-2026 07:06 (ACDT), Page 41 of 108

DEVELOPMENT SECTION	
Development Act 1993 (Repealed)	
Section 127 – Condition for a development authorisation under the Planning, Development and Infrastructure Act 2016	YES
Section 42 – Condition (that continues to apply) of a development authorisation	NO
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	NO
Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space	NO
Section 55 – Order to remove or perform work	NIL
Section 56 – Notice to complete development	NIL
Section 57 – Land management agreement	YES
Section 69 – Emergency order	NIL
Section 71 – Fire safety notice	NIL
Section 84 – Enforcement notice	NIL
Section 85(6), 85(10) or 106 – Enforcement order	NIL
Part 11 Division 2 – Proceedings	NIL

Planning, Development and Infrastructure Act 2016	
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 amendments has not yet come into operation	YES
Section 141 – Order to remove or perform work	NIL
Section 142 – Notice to complete development	NIL
Section 155 – Emergency order	NIL
Section 157 – Fire safety notice	NIL
Section 192 or 193 – Land management agreement	YES
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	NIL
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	NIL
Part 16 Division 1 – Proceedings	NIL
Section 213 – Enforcement notice	NIL
Section 214(6), 214(10) or 222 – Enforcement order	NIL

Particulars relating to Environment Protection - Further Information held by Council	
Does the Council hold details of any development approvals for land relating to commercial or industrial activity at the land; or a change in the use of the land or part of the land?	NIL

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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 Building Act 1971 or a development authorisation under the Development Act 1993 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 1996; 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 by the Minister under section 45 of that Act.

BUILDING INDEMNITY INSURANCE IS REQUIRED	YES		
NAME/S OF PERSON/S INSURED	Julia and Luis Chuquipiondo		
NAME OF INSURER	QBE		
LIMITATIONS IN THE LIABILITY OF THE INSURER	NIL	DATE OF ISSUE	25.03.2025
NAME OF BUILDER	Construction Services Australi	BUILDERS LICENCE NUMBER	G8969
DESCRIPTION OF INSURED BUILDING WORK	Single Storey Dwelling		

Ministerial exemption from holding insurance under the Building Work Contractors Act 1995

If particulars of insurance are not given –

Has the Minister granted an exemption 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, please give details:

a. Date of 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:

Disclaimer

It should be noted that –

the approval of development by a Council does not necessarily mean that the development has taken place;

the Council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

Every attempt is made from the available documentation to ensure the accuracy and reliability of the information contained within this Property Search

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HEALTH SECTION	
Fire and Emergency Services Act 2005	
Section 105F or section 56 (repealed) – Notice of action required concerning flammable materials on land and to protect against outbreak or spread of fire	NIL
Food Act 2001	
Section 44 – Improvement notice	NIL
Section 46 – Prohibition order	NIL
Housing Improvement Act 1940 (Repealed)	
Section 23 – declaration that house is undesirable or unfit for human habitation	NIL
Part 7 (rent control for substandard houses) – notice or declaration	NIL
Land Acquisition Act 1969	
Section 10 – Notice of intention to acquire	NIL
Local Government Act 1934 (Repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	NIL
Public and Environmental Health Act 1987 (Repealed)	
Part 3 – Notice	NIL
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) Part 2 – Condition (that continues to apply) of an approval	NIL
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 – Maintenance order (that has not been complied with)	NIL
South Australian Public Health Act 2011	
Section 92 – Notice	NIL
Wastewater Regulations 2013 Part 4 – Condition (that continue to apply) of an approval	NIL
Water Industry Act 2012	
Notice or order under the Act requiring payment of charges or other amounts or making other requirements	NIL

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Data Extract for Section 7 search purposes

Valuation ID 301161700*

Data Extract Date: 27/10/2026

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: D59514 AL194

Certificate Title: CT5873/74

Property Address: 5 POMMERN WAY WALLAROO SA 5556

Zones

Neighbourhood (N)

Subzones

Waterfront (WF)

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 (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

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.

Application ID: 25008508

Development Description: Construction of a Single Storey Detached Dwelling

Site Address: 5 POMMERN WAY WALLAROO SA 5556

Development Authorisation: Planning Consent

Date of authorisation: 1 May 2025

Name of relevant authority that granted authorisation: Assessment Manager at Copper Coast Council

Condition 1

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The applicant/developer shall proceed strictly in accordance with the approved plans and other information submitted in support of the development and conditions imposed by this consent, except where otherwise specified by any condition of this approval or where minor changes are required to comply with the Building Code of Australia or any other relevant act. Where there is a conflict between the Plan of Development and a written condition, the written condition shall apply.

Condition 2

The applicant/owner shall ensure that air-conditioning compressor units (excluding evaporative systems) are installed so that no part of the unit is higher than the fence line or 1.5 metres above the ground level, whichever is lower. Evaporative systems must be installed in a manner that ensures the units are installed below the ridgeline of the roof and on the side of the roof where the visual impact of the units on any adjoining street is minimised.

Condition 3

The position of the driveway crossover is approved as shown on the Plan of Development and shall be constructed in accordance with Council's specifications and as follows: a) It must be constructed to the kerb of the road or, if there is no kerb, to the sealed surface of the road; and b) From the kerb or sealed road surface up to the property boundary it must be constructed to follow the same grade as Council's footpath.

Condition 4

Landscaping shall be implemented in accordance with the approved Landscape Plan within 6 months after the Certificate of Occupancy being issued and thereafter maintained in a good condition at all times. Dead or diseased plants must be replaced with similar species or with plants that will have the same effect as the dead/diseased plants.

Condition 5

Site falls and gradings are to be directed away from the building perimeter and no ponding of stormwater resulting from the development shall occur on adjacent sites. All roof water is to be directed to the street drainage system (or storage tank) to the satisfaction of the Relevant Authority. The drainage system shall be completed by the finish of the construction of the building.

Condition 6

The applicant/owner is reminded that they must obtain approval from Council for the installation of a Waste Control system prior to the commencement of construction. The Waste Control system must be installed in accordance with the conditions of the approval.

Condition 7

It is the responsibility of the developer to implement appropriate measures for the duration of the construction period to prevent soil erosion and contamination of the stormwater drainage system and waterways during the construction of the approved development.

Development Authorisation: Building Consent

Date of authorisation: 2 May 2025

Name of relevant authority that granted authorisation: Neil Kirkham

Condition 1

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Any Building Product or Building System used as part of this project and relevant to this approval must be fully compliant with the National Construction Code and any relevant Australian Standard. All products and materials used shall be fully compliant with the relevant Australian Standards

Condition 2

The use of Non-Conforming building products or materials or the use of a building materials or products that are not fit-for purpose shall not be used on any building or structure that is relevant to this Building Approval.

Condition 3

An application for a Certificate of Occupancy shall be submitted to KBS Consultants (or Council) prior to the occupation of the building in accordance with Section 152 of the Planning Development and Infrastructure (PDI) Act and the relevant regulation/s contained within Division 3 of the PDI Regulations.For further information, refer to the Advisory Notes that form part of this approval documentation.

Associated Building Indemnity Insurance

Building Work: Detached Single Storey Dwelling

Building Work ID: 144677

Name(s) of person(s) insured: JULIA and LUIS CHUQUIPIONDO

Name of Insurer: QBE

Insurance date of issue: 25/03/2025

Name of builder: Construction Services Australia

Builder's licence number: G8969

Development Authorisation: Development Approval: Planning Consent and Building Consent

Date of authorisation: 8 May 2025

Name of relevant authority that granted authorisation: Copper Coast Council

Land Management Agreement (LMA)

- 9318117

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9318117

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor/~~Registered Conveyance~~/~~Applicant~~

AMANDA NICHOLLS

BNS

~~AGENT CODE~~

Lodged by: HUNT & HUNT
26 Flinders Street
Adelaide 5000
HUNT 82

Correction to: HUNT & HUNT

Series No.	Prefix
2	AG

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

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

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

BELOW THIS LINE FOR OFFICE USE ONLY

Date 17 APR 2002	Time 12
FEES	
R.G.O.	POSTAGE / NEW C.T.
87	

Lands Titl 12:06 17/04/02 159120
REGISTRATION FEE $87.00

CORRECTION	PASSED

REGISTERED 23-5-2002

Pro REGISTRAR-GENERAL

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

ITEM(S)	AGENT CODE

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

SGB/118488/00114.doc/dlm

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

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Form B3

Insert type of document

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT PURSUANT TO THE DEVELOPMENT ACT 1993

here

TO: THE REGISTRAR GENERAL

DISTRICT COUNCIL OF THE COPPER COAST of 51 Taylor Street Kadina SA 5554 **HEREBY APPLIES** pursuant to the provisions of section 57(5) of the *Development Act 1993* for the registration of the attached Land Management Agreement pursuant to the provisions of section 57(5) of the said Act which said Land Management Agreement is dated the 11 day of APRIL 2002 and made between **DISTRICT COUNCIL OF THE COPPER COAST** as the Council of the one part and **CRYSTALCORP DEVELOPMENTS PTY LTD** ACN 079 046 834 (formerly Crystalmede Pty Ltd) of 4/74 Prospect Road Prospect SA 5082 as the Owner of the other part which agreement binds allotments 163 to 196 (inclusive) referred to in Deposited Plan No. 59514 being the ~~whole~~ part of the **LAND** comprised in Certificate of Title Register Book Volume 5807 Folio 886 and operates to control the future management of the said land.

DATED the 11TH day of APRIL 2002

THE COMMON SEAL of **DISTRICT COUNCIL OF THE COPPER COAST** was affixed in the presence of:-

.....
Mayor

.....
Chief Executive Officer

DISTRICT COUNCIL OF THE COPPER COAST
COMMON SEAL

COMMISSIONER OF STATE TAXATION
S.A. STAMP DUTY PAID $10.00
ORIGINAL with 2 copies
16/04/2002 11:41:59 IY13518.1
DEED

NB: This form may be used only when no panel form is suitable.

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

THE COMMON SEAL of
CRYSTALCORP DEVELOPMENTS PTY LTD
was affixed in accordance with its Constitution in the presence of:-

.....
Director

STEPHEN CHARLES ALTON STONE
Full name

.....
Director (or secretary)

JOHN FERGUSON
Full name

COMMON SEAL CRYSTALCORP DEVELOPMENTS PTY LTD ACN 079 046 834

The Mortgagee hereby consents to and requests the notation of the within Agreement pursuant to section 57 of the *Development Act, 1993.*

SIGNED
BY WILLIAM ROGER MOORE
As Attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
in the presence of

13 Grenfell Street, Adelaide
Bank Officer

COLIN NORMAN FAIRCHILD
JUSTICE OF THE PEACE FOR SOUTH AUSTRALIA
APPLICATION NUMBER 22171

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
By its Attorney

MANAGER CUSTOMER SUPPORT UNIT

P/A No. 8583 [illegible]

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MEMORANDUM OF LAND MANAGEMENT AGREEMENT PURSUANT TO SECTION 57 OF THE DEVELOPMENT ACT 1993 (as amended) (hereinafter called "the Act")

DATED the 11TH day of APRIL 2002

BETWEEN:

DISTRICT COUNCIL OF THE COPPER COAST of 51 Taylor Street Kadina 5554 ("the Council")

AND

CRYSTALCORP DEVELOPMENTS PTY LTD ACN 079 046 834 (formerly Crystalmede Pty Ltd) of 4/74 Prospect Road Prospect 5082 ("the Owner")

BACKGROUND

A. The Owner is the proprietor of an estate in fee simple in the whole of the Land comprising allotments 163 to 196 (inclusive) referred to in Deposited Plan No. 5914. lodged in the Lands Titles Office ("the Deposited Plan") being the ~~whole~~ Portion 664 of the land comprised in Certificate of Title Volume 5807 Folio 886 ("the Land")

B. Save and except for the Owner and **AUSTRALIA & NEW ZEALAND BANKING GROUP LTD** ("the Mortgagee") which is mortgagee pursuant to registered Mortgage No. 8658735, no other person or persons has or have any legal or equitable interest in the Land.

C. The Owner has obtained an approval to develop and use the Land for the development of Residential Allotments and the construction of a marina facility ("the Development").

D. The Land is within the Marina (Wallaroo) Zone as described in the Development Plan for the Northern Yorke Peninsula.

E. Pursuant to the provisions of section 57(2) of the *Development Act 1993* ("the Act") the Owner has agreed with the Council to enter into this Agreement relating to the future management, preservation and conservation of the Land on the terms and conditions contained herein.

OPERATIVE PART

NOW THIS AGREEMENT WITNESSETH and in consideration of the foregoing premises and further in consideration of the sum of **ONE DOLLAR** ($1.00) (if demanded) being paid to the Council by the Owner at the time of the execution of this Agreement the Owner and the Council agree as follows:

1. INTERPRETATION

1.1. In the construction of this Agreement unless inconsistent with or repugnant to the context:-

1.1.1. words and phrases used in this Agreement which are defined in the Act, shall unless otherwise defined by the provisions of the Agreement, have the meanings ascribed to them by the Act;

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1.1.2. references to a statute or subordinate legislation or to the Development Plan made pursuant to the Act, shall include all statutes, subordinate legislation and Development Plans amending, consolidating or replacing the statute or subordinate legislation or Development Plan referred to;

1.1.3. "Agreement" means this Agreement and includes all annexures being:-

- Annexure "A" - Pictorial Reference to Fences;

1.1.4. "Allotment" has the same meaning as in Part 19AB of the Real Property Act 1886 (SA) and includes a community lot, development lot and common property within the meaning of the Community Titles Act 1996 and a unit and common property within the meaning of the Strata Titles Act 1988;

1.1.5. "Building" has the meaning prescribed to it in section 4 of the Development Act 1993 (SA);

1.1.6. "the Council" means the **DISTRICT COUNCIL OF THE COPPER COAST** and includes its successors and assigns;

1.1.7. "the Deposited Plan" means Deposited Plan No. lodged for deposit by the Owner at the Lands Titles Registration Office;

1.1.8. "the Development" means the land use involving the building of a marina facility and creation of residential allotments and commercial opportunities as contemplated by and approved in Development Approval Decision proclaimed by the Governor of the State of South Australia in the South Australian Government Gazettes dated 24 December 1988,11 March 1999 and 13 December 2001;

1.1.9. "Dwelling" has the meaning prescribed to it in Schedule 1 of the Development Regulations 1993 (SA) made pursuant to the Act;

1.1.10. "the Land" means the whole of the Land comprising allotments 163 to 196 (inclusive) referred to in Deposited Plan No. being portion of the land comprised in Certificate of Title Volume Folio .

1.1.11. "Outbuilding" means a detached building subordinate to the main Dwelling;

1.1.12. "the Owner" means **CRYSTALCORP DEVELOPMENTS PTY LTD** ACN 079 046 834 and includes its successors, assigns and transferees;

1.1.13. "Primary Road Frontage" means that part of an Allotment having the lesser road frontage;

1.1.14. "Residential Allotment" means an Allotment used for residential purposes;

1.1.15. "Storey" means that portion of a building which is situated between the top of any floor and the top of the floor next above it and if there is no floor above it, that portion between the top of the floor and the ceiling above it. It does not include a floor located more than 1.5 metres below

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the natural ground level or the roof-top location, of plant and mechanical equipment;

1.1.16. the Owner shall if the Owner be a company include its successors assigns and transferees, and when the Owner is a person shall include his or her heirs, executors, administrators and transferees, and where the Owner consists of more than one person or company, all and every two or more such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the Company or person being registered or entitled to be registered as the proprietor of an estate in fee simple to the land subject however to such encumbrances liens and interest as are registered and notified by memoranda lodged with the Registrar-General and proper for entry upon a Certificate of Title appearing in the Register Book that includes the present owners;

1.1.17. words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;

1.1.18. words importing any gender shall include every gender; and

1.1.19. any clauses headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Agreement.

1.2. If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

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

2. The parties acknowledge that the matters set out in the Background are true and accurate and agree that they shall form part of the terms of this Agreement.

3. THE OWNER'S OBLIGATIONS

3.1. Development of Allotments

The Owner must not commence development on any Allotment unless plans complying with all the obligations of the Owner pursuant to this Agreement are submitted to and approved by the Council.

3.2. The Owner must submit to the Council details of all materials to be used in the construction of any Building on the Land, including colours of any external surfaces areas.

3.3. The Owner must prepare and submit to Council, for Council's approval, prior to any development commencing on the Land, a site plan detailing the following:

3.3.1. the correct identification and dimensions of the relevant Allotment;

3.3.2. the location of any existing Building or structure, including any trees over three (3.0) metres in height;

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3.3.3. the relative position of any Building or structure to all boundaries of the Allotment;

3.3.4. the existing site levels and/or contours and proposed site levels, including details of any proposed excavation or filling;

3.3.5. the finished floor levels to all proposed Buildings or structures expressed as Australian Height Datum (AHD);

3.3.6. the layout and design of systems of stormwater removal from Buildings or structures and open areas to the street, water table or other public stormwater disposal points including the location of any sumps;

3.3.7. the existing and proposed driveway access points to public roads from an Allotment;

3.3.8. the off-street parking areas including manoeuvring areas and the paving proposed for such car parking areas;

3.3.9. the particulars of any landscaping that will occur on the Land including:

3.3.9.1. the species proposed to be planted;

3.3.9.2. the number proposed to be planted and their location;

3.3.9.3. the treatment of open areas not planted with trees, shrubs or ground covers specifying lawn, bark chips or other like materials;

3.3.9.4. details of all fencing to be erected, including:

3.3.9.4.1. the proposed height above finished ground level;

3.3.9.4.2. construction materials; and

3.3.9.4.3. finished colours;

3.3.9.5. details of the location of any septic tank and, as necessary, effluent disposal pipes.

3.4. The Owner must provide on-site car parking for at least two (2) motor cars for each Dwelling.

3.5. The Owner must not construct any Building or Outbuilding within five (5.0) metres of any Primary Road Frontage.

3.6. The Owner must not construct any Building or Outbuilding closer than one point two (1.2) metres to any side boundary of an Allotment, except as provided in clauses 3.7 and 3.8 of this Agreement.

3.7. The Owner, except on a corner Allotment, may construct a Building or Outbuilding closer than one point two (1.2) metres to a side boundary provided the structure is to be used as a carport or garage.

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3.8. The Owners of corner Allotments must locate any carport or garage on the side of the Allotment opposite to the side road boundary.

3.9. The Owner must ensure that all Buildings other than Outbuildings constructed on an Allotment shall utilise a minimum seventy per centum (70%) masonry, brick or glass for external walls.

3.10. The Owner must ensure that all Dwellings, extensions to Dwellings and Outbuildings constructed on an Allotment utilise only colour-coated iron, cement or clay tiles, slate or shingles for roof materials.

3.11. The Owner must ensure that all Outbuildings constructed on an Allotment are, either, constructed using rendered concrete or clay bricks, brick veneer or of composite construction of such materials and colours which shall be compatible and integrated with the main Dwelling, or have Outbuildings of colorbond steel, in cream colour only.

3.12. The Owner must ensure that no Outbuilding exceeds forty (40) square metres in area, or exceeds a maximum height of three point five (3.5) metres.

3.13. The Owner must ensure that no Dwelling or an extension to a Dwelling exceeds two (2) Storeys or a height of nine (9) metres (whichever is lesser) at any point measured from the lowest floor level to the finished roof height at the height of the highest point.

3.14. Concurrent with the construction of a Dwelling, the Owner must construct at least one (1) covered car parking space integrated with and complementing the design of the Dwelling.

3.15. Concurrent with the construction of a Dwelling, the Owner must construct a hard paved driveway of a minimum width of three (3.0) metres from the kerb of the road to the covered car parking space. The Owner must ensure all hard paving is constructed from concrete, concrete block or clay brick.

3.16. The Owner must not construct more than one driveway for each Dwelling which must be no greater than five point five (5.5) metres in width at the point of the road boundary.

3.17. The Owner must ensure that all supports to any carport or verandah are constructed of timber, steel, rendered concrete or brick construction to match the materials used in the construction of the Dwelling and in colours which integrate with the Dwelling.

3.18. The Owner must ensure that any solar heating collecting panels are constructed and located so that they are architecturally integrated with the Dwelling, conform to the roof pitch and are located below the roof line of the Dwelling, to the reasonable satisfaction of Council.

3.19. The Owner must ensure that any air-conditioning plant is located below the ridgeline of the Dwelling and that the colour of such air-conditioning plant matches the colour of the roof.

3.20. The Owner must ensure that television and/or other antennae are not erected on any Building or any part of an Allotment.

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3.21. The Owner must establish and maintain in good health and condition at all time lawns extending over the road reserve between the Allotment boundary and the kerb at the expense of the Owner.

3.22. The Owner must ensure that all rainwater tanks are sited abutting a Dwelling or an Outbuilding and are constructed of colorbond metal sheets, fibreglass or plastic material of a colour to integrate the rainwater tank with the Dwelling on an Allotment.

3.23. Landscaping on an Allotment must be established in accordance with the landscape plan referred to in clause 3.3.9 and approved by the Council and all garden areas in public view must be landscaped within six (6) months of construction of the Dwelling and thereafter maintained in good health and condition at all times.

[Note: **Special Rate or Levy May Be Levied by Council**
As contemplated by the Environmental Impact Statement prepared in support of the Development it is likely that the Council will, pursuant to its powers under the Local Government Act 1934 (as amended) or any Act in substitution therefor, require the Owner to pay a special levy, rate or other charge in respect of any cost incurred by the Council to maintain, manage and monitor the Waterway Reserve.]

Fencing

3.24. The maximum fence height permitted forward of the building line of any development on an Allotment must be no higher than one point two (1.2) metres and must, except for Allotments referred to in clause 3.25 must comply with the provisions of clause 3.27.

[Note: Boundary fencing forward of the building line is discouraged, and where no fencing is to be constructed the Owner is encouraged to define the property boundary with border planting.]

3.25. In circumstances where the side fence of an Allotment abuts a private open space of an adjoining Allotment the fence forward of the building line may extend to one point eight (1.8) metres in height provided that it consists of a solid fence and Council has consented to such fencing being constructed.

3.26. The maximum height of any fence constructed on an Allotment to the rear of the building line must be no less than one point eight (1.8) metres in height and must be constructed in accordance with clause 3.27.

3.27. All fences constructed on an Allotment must comply with the standards and materials referred to in the following table and (where relevant) the Pictorial Reference to Fences annexed hereto as Annexure "A".

Height	**Materials**
1.2 - 1.5 metres	Picket (timber, steel, aluminium with minimum 55mm separation between uprights)
1.5 metres	Piered, brick or masonry posts with steel, timber or aluminium uprights (minimum of 50mm separation)

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1.8 metres	Capped timber paling, brush, masonry or colorbond.

3.28. A colorbond fence of the kind referred to in this Agreement shall be of a "*good neighbour*" type, with no external post or rails and shall be wholly constructed of new factory pre-painted materials in cream colour only.

3.29. The Owner is responsible for the whole of the cost of any fencing works upon the boundary between an Allotment and other real property vested in the Council and the Owner shall indemnify the Council against such costs.

4. DENSITY OF HOUSING

4.1. Subject to clause 4.2 the Owner must erect one (1) Dwelling only on each Allotment.

4.2. Notwithstanding clause 4.1, semi-detached Dwellings may be constructed on four (4) Allotments subject to Council approval.

4.3. In relation to the allocation of the approval for the construction of semi-detached dwellings as referred to in clause 4.2 applications for approval will be determined by Council on a first come first served basis, the time and date of filing of the Development Application being the relevant date to determine priority for these applications.

5. CHANGES OF OWNERSHIP

5.1. The Owner must notify the Council of any changes of ownership of the Land.

5.2. The Owner must give to any intending purchasers of the Land notice of this Agreement, receipt of which must be acknowledged in writing by such intending purchaser.

5.3. The Owner must not grant any licence or lease, easement or other right of any nature whatsoever which may give any other person the right to possess or control or enter upon the Land upon any terms whatsoever unless such grant shall be expressed in writing and shall contain as an essential term thereof a covenant by the grantee not to do or omit to do or suffer or permit any other person to do or omit to do any act, matter or thing upon the Land which would constitute a breach of the provisions of this Agreement if such act, matter or thing were done or omitted to be done by the Owner.

5.4. The grantee referred to in clause 5.3 must be supplied with a copy of this Agreement by the Owner or the Owner's agent.

6. OPERATION OF THIS AGREEMENT

The parties expressly declare and agree that the provisions of this Agreement shall bind and impose obligations upon them from the time of registration of this Agreement with the Registrar-General at the Lands Titles Office pursuant to the provisions of the *Real Property Act 1886*.

7. MISCELLANEOUS PROVISIONS

7.1. The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the Land. Nothing contained in this Agreement shall fetter

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the Council in the exercise of its discretion as the relevant authority under the Act.

7.2. The Council or any employee or authorised officers of the Council may at any reasonable time upon giving twenty four (24) hours' written or verbal notice to the Owner or any occupier enter into and upon the Land for the purpose of:

7.2.1. exercising any powers of the Council under this Agreement or pursuant to law;

7.2.2. inspecting the Land in relation to any condition which is outlined in this Agreement provided that no notice is required if in the reasonable opinion of the Council or employee or authorised officer, urgent entry is required.

7.3. If the Owner is in breach of ANY provision of this Agreement, the Council may, by notice in writing served on the Owner specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty-eight (28) days from the date of the service of this notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.

7.4. This Agreement may not be varied except by a Supplementary Agreement signed by the Council and the Owner.

7.5. The Council may waive compliance by the Owner with the whole or any part of this obligation on the part of the Owner herein contained (and any such request for waiver will not be refused unreasonably) provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

7.6. The Council reserves the right to review, reconsider, change or withdraw the granting of any waiver provided pursuant to clause 7.5 of this Agreement at the Council's discretion, in which case the Owner must fulfil the obligations outlined in this Agreement within a reasonable time.

7.7. This Agreement contains the whole agreement between the parties in respect of the matter referred to herein.

7.8. Notice for the purposes of this Agreement shall without prejudice to any other means of giving such notice be deemed to be served on the Council if it is in writing and signed for or on behalf of the Owner and either delivered by hand or sent by post to the Council to the last known address of the Council. Such notice shall be deemed to have been given at the time of such delivery or upon the date five (5) days after such posting.

7.9. Notice for the purposes of this Agreement shall without prejudice to any other means of giving notice be deemed to be served on the Owner if it is in writing and signed for or on behalf of the Council and either delivered by hand or sent by post to the Owner to the last known address of the Owner. Such notice shall be deemed to have been given at the time of such delivery or upon the date five (5) days after such posting.

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7.10. The Council may delegate any of its powers under this Agreement to any person.

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

7.12. The costs of and incidental to the preparation of this Agreement shall be borne by the Owner including but not limited to all stamp duty and registration fees applicable to it.

7.13. Each party shall do and execute all such acts, documents and things as shall be necessary to ensure that this Agreement 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 Development Act 1993 in priority to any other registrable interest in the Land save and except for the estate of the Owner therein.

EXECUTED as an Agreement.

THE COMMON SEAL of the)
DISTRICT COUNCIL OF THE COPPER COAST)
was hereunto affixed in the presence of:)

.....
Mayor

.....
Chief Executive Officer

DISTRICT COUNCIL OF THE COPPER COAST
COMMON SEAL

THE COMMON SEAL of)
CRYSTALCORP DEVELOPMENTS PTY LTD)
was affixed in the presence of persons who)
are authorised under its Constitution:

Director .....

Full name STEPHEN CHARLES ALTON STONE

Usual address.....

.....

Director .....
(or Secretary)

Full name.....

Usual address.....

.....

COMMON SEAL
CRYSTALCORP DEVELOPMENTS PTY LTD
ACN 079 046 834

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AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD as Mortgagee hereby consents to and requests the registration of the within Agreement pursuant to section 57 of the *Development Act, 1993*.

DATED the day of 2002.

SIGNED
BY WILLIAM ROGER MOORE
As Attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
in the presence of

13 Grenfell Street, Adelaide
Bank Officer

COLIN NORMAN FAIRCHILD
JUSTICE OF THE PEACE FOR SOUTH AUSTRALIA
APPLICATION NUMBER 22171

AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED
By its Attorney

MANAGER CUSTOMER SUPPORT UNIT

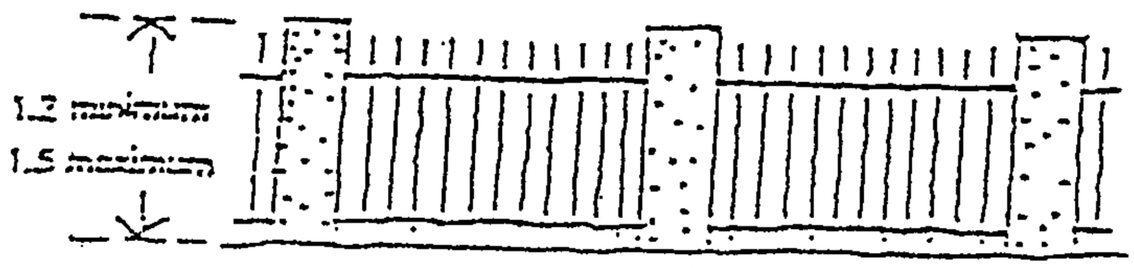
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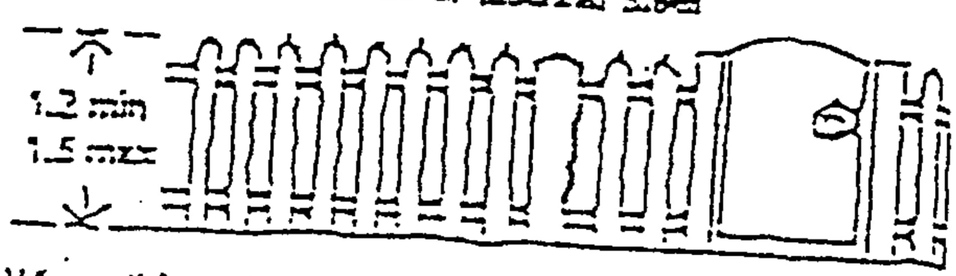
ANNEXURE "A"

PICTORIAL REFERENCE TO FENCES

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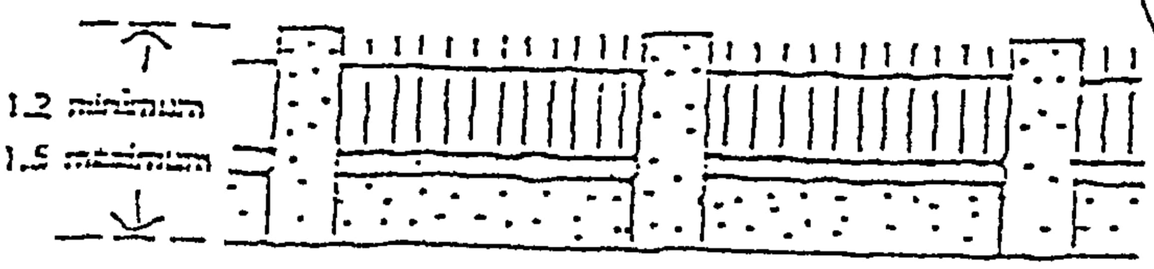


Brick or masonry posts with infill uprights

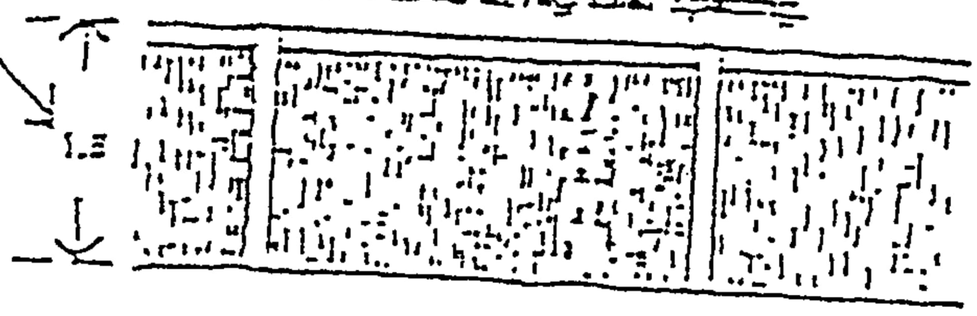


Picket fence or tubular steel

Where this style of fencing is used to a height of 1.5 metres variations in the height are encouraged and post supports of at least 75 x 75 mm must be used at regular spacing



Low wall with masonry posts and pilasters/piers



Brush fence

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Property Interest Report including Emergency Services Levy, Land Tax and SA Water Certificates (23 pages)

Property Interest Report

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

Title Reference	CT 5873/74	**Reference No.**	2829938
Registered Proprietors	L A & J*CHUQUIPIONDO	**Prepared**	26/10/2026 14:31
Address of Property	5 POMMERN WAY, WALLAROO, SA 5556		
Local Govt. Authority	COPPER COAST COUNCIL, DISTRICT COUNCIL OF THE COPPER COAST		
Local Govt. Address	51 TAYLOR STREET KADINA SA 5554, 51-53 TAYLOR ST KADINA SA 5554		

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 has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *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
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
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 Act	The regional landscape board has no record of any notice affecting this title
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 has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

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

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

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

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

		also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	26/10/2026 02:31PM
Customer Reference	
Order ID	20261026007081

Certificate of Title

Title Reference	CT 5873/74
Status	CURRENT
Easement	NO
Owner Number	15084091
Address for Notices	POST OFFICE BOX 495, WALLAROO, SA 5556
Area	675m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

JULIA CHUQUIPIONDO
LUIS ALBERTO CHUQUIPIONDO
OF PO BOX 495 WALLAROO SA 5556
AS JOINT TENANTS

Description of Land

ALLOTMENT 194 DEPOSITED PLAN 59514
IN THE AREA NAMED WALLAROO
HUNDRED OF WALLAROO

Last Sale Details

Dealing Reference	TRANSFER (T) 14477728
Dealing Date	07/03/2025
Sale Price	$183,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	9318117	
MORTGAGE	14477729	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
301161700*	CURRENT	5 POMMERN WAY, WALLAROO, SA 5556

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Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	301161700*
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2002
Property Location	5 POMMERN WAY, WALLAROO, SA 5556
Local Government	COPPER COAST
Owner Names	JULIA CHUQUIPIONDO LUIS ALBERTO CHUQUIPIONDO
Owner Number	15084091
Address for Notices	POST OFFICE BOX 495, WALLAROO, SA 5556
Zone / Subzone	N - Neighbourhood \ WF - Waterfront
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	6HDGALF
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D59514 ALLOTMENT 194	CT 5873/74

Values

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	26/10/2026 02:31PM
Customer Reference	
Order ID	20261026007081

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$181,000	$760,000			
Previous	$151,000	$191,000			

Building Details

Valuation Number	301161700*
Building Style	Conventional
Year Built	2025
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Colourbond
Equivalent Main Area	209 sqm
Number of Main Rooms	6

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

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LAND SERVICES SA

Product	Check Search
Date/Time	26/10/2026 02:31PM
Customer Reference	
Order ID	20261026007081

Certificate of Title

Title Reference: CT 5873/74

Status: CURRENT

Edition: 4

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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LAND SERVICES SA

Product	Historical Search
Date/Time	26/10/2026 02:31PM
Customer Reference	
Order ID	20261026007081

Certificate of Title

Title Reference:	CT 5873/74
Status:	CURRENT
Parent Title(s):	CT 5807/886
Dealing(s) Creating Title:	RTU 9318116
Title Issued:	04/06/2002
Edition:	4

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
07/03/2025	13/03/2025	14477729	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)
07/03/2025	13/03/2025	14477728	TRANSFER	REGISTERED	JULIA CHUQUIPIONDO, LUIS ALBERTO CHUQUIPIONDO
07/03/2025	13/03/2025	14477727	WITHDRAWAL OF CAVEAT	REGISTERED	13828766
07/07/2022	13/07/2022	13828766	CAVEAT	REGISTERED	MELINA TRIMBOLI, ROCCO TRIMBOLI
16/10/2003	27/10/2003	9704887	TRANSFER	REGISTERED	DOMENIC MUSITANO, SAVATORIE TRIMBOLI, ROCCO TRIMBOLI
16/08/2002	29/08/2002	9406706	TRANSFER	REGISTERED	STEPHEN ROBERT EDWARDS, TANYA MARIE MCRAE
16/08/2002	29/08/2002	9406705	DISCHARGE OF MORTGAGE	REGISTERED	8658735
17/04/2002	05/06/2002	9318117	AGREEMENT	REGISTERED	
01/04/1999	14/04/1999	8658735	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

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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.

PIR Reference No: 2829938

DATE OF ISSUE
27/10/2026

CARRINGTON CONVEYANCERS (SA) PTY LTD
POST OFFICE BOX 6193
HALIFAX STREET SA 5000

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

OWNERSHIP NUMBER	OWNERSHIP NAME
15084091	L A & J CHUQUIPIONDO

PROPERTY DESCRIPTION

5 POMMERN WAY / WALLAROO SA 5556 / LT 194 D59514

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R2	RE
301161700*	CT 5873/74	$760,000.00	0.500	0.400

LEVY DETAILS:			
	FIXED CHARGE	$	50.00
	+ VARIABLE CHARGE	$	120.35
FINANCIAL YEAR	- REMISSION	$	71.15
2026-2027	- CONCESSION	$	0.00
	+ ARREARS / - PAYMENTS	$	-99.20
	= AMOUNT PAYABLE	$	0.00

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

EXPIRY DATE 25/01/2027

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

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

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2829938

DATE OF ISSUE
27/10/2026

CARRINGTON CONVEYANCERS (SA) PTY LTD
POST OFFICE BOX 6193
HALIFAX STREET SA 5000

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

OWNERSHIP NAME
L A & J CHUQUIPIONDO

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
5 POMMERN WAY / WALLAROO SA 5556 / LT 194 D59514

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
301161700*	CT 5873/74	$181,000.00	0.0675 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 25/01/2027

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

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SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
301161700*	CT587374	27/10/2026	8724	2829938

CARRINGTON CONVEYANCERS (SA) PTY LTD
PO BOX 6193 HALIFAX STREET
ADELAIDE SA 5001
info@ccproperty.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: L A & J CHUQUIPIONDO
Location: 5 POMMERN WAY WALLAROO LT 194 D59514
Description: 6HDGALF **Capital Value:** $ 760 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	4/8/2005	Water rates	:	88.00
Sewer main available:		Sewer rates	:	0.00
		Water use	:	38.06
		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	:	126.06CR
		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: 18/11/2026

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

The last Water Use Year ended on 07/04/2026.

MAINS WATER USE CHARGE of $68.04 should be added to the Balance Outstanding above.

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

SA Water

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

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

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

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SA Water

South Australian Water Corporation

Name:
L A & J CHUQUIPIONDO

Water & Sewer Account
Acct. No.: **301161700***

Amount: _____

Address:
5 POMMERN WAY WALLAROO LT 194
D59514

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	301161700*

BPAY

Biller code: 8888
Ref: 30116170010

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: 301161700*

Agreement No. 9318117 (16 pages)

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LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

9318117

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~~

AMANDA NICHOLLS

Series No.	Prefix
2	AG

B M SWINCER

Lodged by: HUNT & HUNT
26 Flinders Street
Adelaide 5000

~~AGENT CODE~~ HUNT 82

Correction to: HUNT & HUNT

BELOW THIS LINE FOR OFFICE USE ONLY

Date 17 APR 2002	Time 12
FEES	
R.G.O.	POSTAGE / NEW C.T.
87	

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

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

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

Lands Titles 12:06 17/04/02 159120
REGISTRATION FEE $87.00

CORRECTION	PASSED

REGISTERED 23-5-2002

Paul B. Spehr

Pro REGISTRAR-GENERAL

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

ITEM(S)	AGENT CODE

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

SGB/118488/00114.doc/dlm

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

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Form B3

Insert type of document

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT PURSUANT TO THE DEVELOPMENT ACT 1993

here

TO: THE REGISTRAR GENERAL

DISTRICT COUNCIL OF THE COPPER COAST of 51 Taylor Street Kadina SA 5554 **HEREBY APPLIES** pursuant to the provisions of section 57(5) of the *Development Act 1993* for the registration of the attached Land Management Agreement pursuant to the provisions of section 57(5) of the said Act which said Land Management Agreement is dated the 11 day of APRIL 2002 and made between **DISTRICT COUNCIL OF THE COPPER COAST** as the Council of the one part and **CRYSTALCORP DEVELOPMENTS PTY LTD** ACN 079 046 834 (formerly Crystalmede Pty Ltd) of 4/74 Prospect Road Prospect SA 5082 as the Owner of the other part which agreement binds allotments 163 to 196 (inclusive) referred to in Deposited Plan No. 39514 being the ~~whole~~ part of the **LAND** comprised in Certificate of Title Register Book Volume 5807 Folio 881 and operates to control the future management of the said land.

DATED the 11TH day of APRIL 2002

THE COMMON SEAL of **DISTRICT COUNCIL OF THE COPPER COAST** was affixed in the presence of:-

.....
Mayor

.....
Chief Executive Officer

DISTRICT COUNCIL OF THE COPPER COAST
COMMON SEAL

COMMISSIONER OF STATE TAXATION
S.A. STAMP DUTY PAID $10.00
ORIGINAL with 2 copies
17/05/2002 11:41:59 IY13518,1
DEED

NB: This form may be used only when no panel form is suitable.

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

THE COMMON SEAL of
CRYSTALCORP
DEVELOPMENTS PTY LTD
was affixed in accordance with
its Constitution in the
presence of:-

.....
Director

STEPHEN CHARLES ALTON STONE
Full name

.....
Director (or secretary)

.....
Full name

COMMON SEAL CRYSTALCORP DEVELOPMENTS PTY LTD ACN 079 046 834

The Mortgagee hereby consents to and requests the notation of the within Agreement pursuant to section 57 of the *Development Act, 1993.*

SIGNED
BY WILLIAM ROGER MOORE
As Attorney for AUSTRALIA AND NEW
ZEALAND BANKING GROUP LIMITED
in the presence of

13 Grenfell Street, Adelaide
Bank Officer

COLIN NORMAN FAIRCHILD
JUSTICE OF THE PEACE FOR SOUTH AUSTRALIA
APPLICATION NUMBER 22171

AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED
By its Attorney

MANAGER CUSTOMER SUPPORT UNIT

P/A No. 8583 K9

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MEMORANDUM OF LAND MANAGEMENT AGREEMENT PURSUANT TO SECTION 57 OF THE DEVELOPMENT ACT 1993 (as amended) (hereinafter called "the Act")

DATED the 11TH day of APRIL 2002

BETWEEN:

DISTRICT COUNCIL OF THE COPPER COAST of 51 Taylor Street Kadina 5554 ("the Council")

AND

CRYSTALCORP DEVELOPMENTS PTY LTD ACN 079 046 834 (formerly Crystalmede Pty Ltd) of 4/74 Prospect Road Prospect 5082 ("the Owner")

BACKGROUND

A. The Owner is the proprietor of an estate in fee simple in the whole of the Land comprising allotments 163 to 196 (inclusive) referred to in Deposited Plan No. 5914. lodged in the Lands Titles Office ("the Deposited Plan") being the whole of the land comprised in Certificate of Title Volume 5801 Folio 886 ("the Land")

B. Save and except for the Owner and **AUSTRALIA & NEW ZEALAND BANKING GROUP LTD** ("the Mortgagee") which is mortgagee pursuant to registered Mortgage No. 8658735, no other person or persons has or have any legal or equitable interest in the Land.

C. The Owner has obtained an approval to develop and use the Land for the development of Residential Allotments and the construction of a marina facility ("the Development").

D. The Land is within the Marina (Wallaroo) Zone as described in the Development Plan for the Northern Yorke Peninsula.

E. Pursuant to the provisions of section 57(2) of the *Development Act 1993* ("the Act") the Owner has agreed with the Council to enter into this Agreement relating to the future management, preservation and conservation of the Land on the terms and conditions contained herein.

OPERATIVE PART

NOW THIS AGREEMENT WITNESSETH and in consideration of the foregoing premises and further in consideration of the sum of **ONE DOLLAR** ($1.00) (if demanded) being paid to the Council by the Owner at the time of the execution of this Agreement the Owner and the Council agree as follows:

1. INTERPRETATION

1.1. In the construction of this Agreement unless inconsistent with or repugnant to the context:-

1.1.1. words and phrases used in this Agreement which are defined in the Act, shall unless otherwise defined by the provisions of the Agreement, have the meanings ascribed to them by the Act;

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1.1.2. references to a statute or subordinate legislation or to the Development Plan made pursuant to the Act, shall include all statutes, subordinate legislation and Development Plans amending, consolidating or replacing the statute or subordinate legislation or Development Plan referred to;

1.1.3. "Agreement" means this Agreement and includes all annexures being:-

- Annexure "A" - Pictorial Reference to Fences;

1.1.4. "Allotment" has the same meaning as in Part 19AB of the Real Property Act 1886 (SA) and includes a community lot, development lot and common property within the meaning of the Community Titles Act 1996 and a unit and common property within the meaning of the Strata Titles Act 1988;

1.1.5. "Building" has the meaning prescribed to it in section 4 of the Development Act 1993 (SA);

1.1.6. "the Council" means the **DISTRICT COUNCIL OF THE COPPER COAST** and includes its successors and assigns;

1.1.7. "the Deposited Plan" means Deposited Plan No. lodged for deposit by the Owner at the Lands Titles Registration Office;

1.1.8. "the Development" means the land use involving the building of a marina facility and creation of residential allotments and commercial opportunities as contemplated by and approved in Development Approval Decision proclaimed by the Governor of the State of South Australia in the South Australian Government Gazettes dated 24 December 1988,11 March 1999 and 13 December 2001;

1.1.9. "Dwelling" has the meaning prescribed to it in Schedule 1 of the Development Regulations 1993 (SA) made pursuant to the Act;

1.1.10. "the Land" means the whole of the Land comprising allotments 163 to 196 (inclusive) referred to in Deposited Plan No. being portion of the land comprised in Certificate of Title Volume Folio .

1.1.11. "Outbuilding" means a detached building subordinate to the main Dwelling;

1.1.12. "the Owner" means **CRYSTALCORP DEVELOPMENTS PTY LTD** ACN 079 046 834 and includes its successors, assigns and transferees;

1.1.13. "Primary Road Frontage" means that part of an Allotment having the lesser road frontage;

1.1.14. "Residential Allotment" means an Allotment used for residential purposes;

1.1.15. "Storey" means that portion of a building which is situated between the top of any floor and the top of the floor next above it and if there is no floor above it, that portion between the top of the floor and the ceiling above it. It does not include a floor located more than 1.5 metres below

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the natural ground level or the roof-top location, of plant and mechanical equipment;

1.1.16. the Owner shall if the Owner be a company include its successors assigns and transferees, and when the Owner is a person shall include his or her heirs, executors, administrators and transferees, and where the Owner consists of more than one person or company, all and every two or more such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the Company or person being registered or entitled to be registered as the proprietor of an estate in fee simple to the land subject however to such encumbrances liens and interest as are registered and notified by memoranda lodged with the Registrar-General and proper for entry upon a Certificate of Title appearing in the Register Book that includes the present owners;

1.1.17. words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;

1.1.18. words importing any gender shall include every gender; and

1.1.19. any clauses headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Agreement.

1.2. If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

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

2. The parties acknowledge that the matters set out in the Background are true and accurate and agree that they shall form part of the terms of this Agreement.

3. THE OWNER'S OBLIGATIONS

3.1. Development of Allotments

The Owner must not commence development on any Allotment unless plans complying with all the obligations of the Owner pursuant to this Agreement are submitted to and approved by the Council.

3.2. The Owner must submit to the Council details of all materials to be used in the construction of any Building on the Land, including colours of any external surfaces areas.

3.3. The Owner must prepare and submit to Council, for Council's approval, prior to any development commencing on the Land, a site plan detailing the following:

3.3.1. the correct identification and dimensions of the relevant Allotment;

3.3.2. the location of any existing Building or structure, including any trees over three (3.0) metres in height;

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3.3.3. the relative position of any Building or structure to all boundaries of the Allotment;

3.3.4. the existing site levels and/or contours and proposed site levels, including details of any proposed excavation or filling;

3.3.5. the finished floor levels to all proposed Buildings or structures expressed as Australian Height Datum (AHD);

3.3.6. the layout and design of systems of stormwater removal from Buildings or structures and open areas to the street, water table or other public stormwater disposal points including the location of any sumps;

3.3.7. the existing and proposed driveway access points to public roads from an Allotment;

3.3.8. the off-street parking areas including manoeuvring areas and the paving proposed for such car parking areas;

3.3.9. the particulars of any landscaping that will occur on the Land including:

3.3.9.1. the species proposed to be planted;

3.3.9.2. the number proposed to be planted and their location;

3.3.9.3. the treatment of open areas not planted with trees, shrubs or ground covers specifying lawn, bark chips or other like materials;

3.3.9.4. details of all fencing to be erected, including:

3.3.9.4.1. the proposed height above finished ground level;

3.3.9.4.2. construction materials; and

3.3.9.4.3. finished colours;

3.3.9.5. details of the location of any septic tank and, as necessary, effluent disposal pipes.

3.4. The Owner must provide on-site car parking for at least two (2) motor cars for each Dwelling.

3.5. The Owner must not construct any Building or Outbuilding within five (5.0) metres of any Primary Road Frontage.

3.6. The Owner must not construct any Building or Outbuilding closer than one point two (1.2) metres to any side boundary of an Allotment, except as provided in clauses 3.7 and 3.8 of this Agreement.

3.7. The Owner, except on a corner Allotment, may construct a Building or Outbuilding closer than one point two (1.2) metres to a side boundary provided the structure is to be used as a carport or garage.

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3.8. The Owners of corner Allotments must locate any carport or garage on the side of the Allotment opposite to the side road boundary.

3.9. The Owner must ensure that all Buildings other than Outbuildings constructed on an Allotment shall utilise a minimum seventy per centum (70%) masonry, brick or glass for external walls.

3.10. The Owner must ensure that all Dwellings, extensions to Dwellings and Outbuildings constructed on an Allotment utilise only colour-coated iron, cement or clay tiles, slate or shingles for roof materials.

3.11. The Owner must ensure that all Outbuildings constructed on an Allotment are, either, constructed using rendered concrete or clay bricks, brick veneer or of composite construction of such materials and colours which shall be compatible and integrated with the main Dwelling, or have Outbuildings of colorbond steel, in cream colour only.

3.12. The Owner must ensure that no Outbuilding exceeds forty (40) square metres in area, or exceeds a maximum height of three point five (3.5) metres.

3.13. The Owner must ensure that no Dwelling or an extension to a Dwelling exceeds two (2) Storeys or a height of nine (9) metres (whichever is lesser) at any point measured from the lowest floor level to the finished roof height at the height of the highest point.

3.14. Concurrent with the construction of a Dwelling, the Owner must construct at least one (1) covered car parking space integrated with and complementing the design of the Dwelling.

3.15. Concurrent with the construction of a Dwelling, the Owner must construct a hard paved driveway of a minimum width of three (3.0) metres from the kerb of the road to the covered car parking space. The Owner must ensure all hard paving is constructed from concrete, concrete block or clay brick.

3.16. The Owner must not construct more than one driveway for each Dwelling which must be no greater than five point five (5.5) metres in width at the point of the road boundary.

3.17. The Owner must ensure that all supports to any carport or verandah are constructed of timber, steel, rendered concrete or brick construction to match the materials used in the construction of the Dwelling and in colours which integrate with the Dwelling.

3.18. The Owner must ensure that any solar heating collecting panels are constructed and located so that they are architecturally integrated with the Dwelling, conform to the roof pitch and are located below the roof line of the Dwelling, to the reasonable satisfaction of Council.

3.19. The Owner must ensure that any air-conditioning plant is located below the ridgeline of the Dwelling and that the colour of such air-conditioning plant matches the colour of the roof.

3.20. The Owner must ensure that television and/or other antennae are not erected on any Building or any part of an Allotment.

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3.21. The Owner must establish and maintain in good health and condition at all time lawns extending over the road reserve between the Allotment boundary and the kerb at the expense of the Owner.

3.22. The Owner must ensure that all rainwater tanks are sited abutting a Dwelling or an Outbuilding and are constructed of colorbond metal sheets, fibreglass or plastic material of a colour to integrate the rainwater tank with the Dwelling on an Allotment.

3.23. Landscaping on an Allotment must be established in accordance with the landscape plan referred to in clause 3.3.9 and approved by the Council and all garden areas in public view must be landscaped within six (6) months of construction of the Dwelling and thereafter maintained in good health and condition at all times.

[Note: **Special Rate or Levy May Be Levied by Council**
As contemplated by the Environmental Impact Statement prepared in support of the Development it is likely that the Council will, pursuant to its powers under the Local Government Act 1934 (as amended) or any Act in substitution therefor, require the Owner to pay a special levy, rate or other charge in respect of any cost incurred by the Council to maintain, manage and monitor the Waterway Reserve.]

Fencing

3.24. The maximum fence height permitted forward of the building line of any development on an Allotment must be no higher than one point two (1.2) metres and must, except for Allotments referred to in clause 3.25 must comply with the provisions of clause 3.27.

[Note: Boundary fencing forward of the building line is discouraged, and where no fencing is to be constructed the Owner is encouraged to define the property boundary with border planting.]

3.25. In circumstances where the side fence of an Allotment abuts a private open space of an adjoining Allotment the fence forward of the building line may extend to one point eight (1.8) metres in height provided that it consists of a solid fence and Council has consented to such fencing being constructed.

3.26. The maximum height of any fence constructed on an Allotment to the rear of the building line must be no less than one point eight (1.8) metres in height and must be constructed in accordance with clause 3.27.

3.27. All fences constructed on an Allotment must comply with the standards and materials referred to in the following table and (where relevant) the Pictorial Reference to Fences annexed hereto as Annexure "A".

Height	**Materials**
1.2 - 1.5 metres	Picket (timber, steel, aluminium with minimum 55mm separation between uprights)
1.5 metres	Piered, brick or masonry posts with steel, timber or aluminium uprights (minimum of 50mm separation)

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1.8 metres	Capped timber paling, brush, masonry or colorbond.

3.28. A colorbond fence of the kind referred to in this Agreement shall be of a "*good neighbour*" type, with no external post or rails and shall be wholly constructed of new factory pre-painted materials in cream colour only.

3.29. The Owner is responsible for the whole of the cost of any fencing works upon the boundary between an Allotment and other real property vested in the Council and the Owner shall indemnify the Council against such costs.

4. DENSITY OF HOUSING

4.1. Subject to clause 4.2 the Owner must erect one (1) Dwelling only on each Allotment.

4.2. Notwithstanding clause 4.1, semi-detached Dwellings may be constructed on four (4) Allotments subject to Council approval.

4.3. In relation to the allocation of the approval for the construction of semi-detached dwellings as referred to in clause 4.2 applications for approval will be determined by Council on a first come first served basis, the time and date of filing of the Development Application being the relevant date to determine priority for these applications.

5. CHANGES OF OWNERSHIP

5.1. The Owner must notify the Council of any changes of ownership of the Land.

5.2. The Owner must give to any intending purchasers of the Land notice of this Agreement, receipt of which must be acknowledged in writing by such intending purchaser.

5.3. The Owner must not grant any licence or lease, easement or other right of any nature whatsoever which may give any other person the right to possess or control or enter upon the Land upon any terms whatsoever unless such grant shall be expressed in writing and shall contain as an essential term thereof a covenant by the grantee not to do or omit to do or suffer or permit any other person to do or omit to do any act, matter or thing upon the Land which would constitute a breach of the provisions of this Agreement if such act, matter or thing were done or omitted to be done by the Owner.

5.4. The grantee referred to in clause 5.3 must be supplied with a copy of this Agreement by the Owner or the Owner's agent.

6. OPERATION OF THIS AGREEMENT

The parties expressly declare and agree that the provisions of this Agreement shall bind and impose obligations upon them from the time of registration of this Agreement with the Registrar-General at the Lands Titles Office pursuant to the provisions of the *Real Property Act 1886*.

7. MISCELLANEOUS PROVISIONS

7.1. The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the Land. Nothing contained in this Agreement shall fetter

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the Council in the exercise of its discretion as the relevant authority under the Act.

7.2. The Council or any employee or authorised officers of the Council may at any reasonable time upon giving twenty four (24) hours' written or verbal notice to the Owner or any occupier enter into and upon the Land for the purpose of:

7.2.1. exercising any powers of the Council under this Agreement or pursuant to law;

7.2.2. inspecting the Land in relation to any condition which is outlined in this Agreement provided that no notice is required if in the reasonable opinion of the Council or employee or authorised officer, urgent entry is required.

7.3. If the Owner is in breach of ANY provision of this Agreement, the Council may, by notice in writing served on the Owner specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty-eight (28) days from the date of the service of this notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.

7.4. This Agreement may not be varied except by a Supplementary Agreement signed by the Council and the Owner.

7.5. The Council may waive compliance by the Owner with the whole or any part of this obligation on the part of the Owner herein contained (and any such request for waiver will not be refused unreasonably) provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

7.6. The Council reserves the right to review, reconsider, change or withdraw the granting of any waiver provided pursuant to clause 7.5 of this Agreement at the Council's discretion, in which case the Owner must fulfil the obligations outlined in this Agreement within a reasonable time.

7.7. This Agreement contains the whole agreement between the parties in respect of the matter referred to herein.

7.8. Notice for the purposes of this Agreement shall without prejudice to any other means of giving such notice be deemed to be served on the Council if it is in writing and signed for or on behalf of the Owner and either delivered by hand or sent by post to the Council to the last known address of the Council. Such notice shall be deemed to have been given at the time of such delivery or upon the date five (5) days after such posting.

7.9. Notice for the purposes of this Agreement shall without prejudice to any other means of giving notice be deemed to be served on the Owner if it is in writing and signed for or on behalf of the Council and either delivered by hand or sent by post to the Owner to the last known address of the Owner. Such notice shall be deemed to have been given at the time of such delivery or upon the date five (5) days after such posting.

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7.10. The Council may delegate any of its powers under this Agreement to any person.

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

7.12. The costs of and incidental to the preparation of this Agreement shall be borne by the Owner including but not limited to all stamp duty and registration fees applicable to it.

7.13. Each party shall do and execute all such acts, documents and things as shall be necessary to ensure that this Agreement 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 Development Act 1993 in priority to any other registrable interest in the Land save and except for the estate of the Owner therein.

EXECUTED as an Agreement.

THE COMMON SEAL of the)
DISTRICT COUNCIL OF THE COPPER)
COAST)
was hereunto affixed in the presence of:)

.....
Mayor

.....
Chief Executive Officer

DISTRICT COUNCIL OF THE COPPER COAST
COMMON SEAL

THE COMMON SEAL of)
CRYSTALCORP DEVELOPMENTS PTY)
LTD)
was affixed in the presence of persons who)
are authorised under its Constitution:

Director .....

Full name STEPHEN CHARLES ALTON STONE

Usual address.....

.....

Director .....
(or Secretary)

Full name.....

Usual address.....

.....

COMMON SEAL
CRYSTALCORP DEVELOPMENTS PTY LTD
ACN 079 046 834

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AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD as Mortgagee hereby consents to and requests the registration of the within Agreement pursuant to section 57 of the *Development Act, 1993.*

DATED the day of 2002.

SIGNED
BY WILLIAM ROGER MOORE
As Attorney for AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
in the presence of

13 Grenfell Street, Adelaide
Bank Officer

COLIN NORMAN FAIRCHILD
JUSTICE OF THE PEACE FOR SOUTH AUSTRALIA
APPLICATION NUMBER 22171

AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED
By its Attorney

MANAGER CUSTOMER SUPPORT UNIT

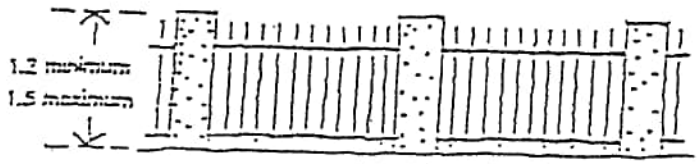
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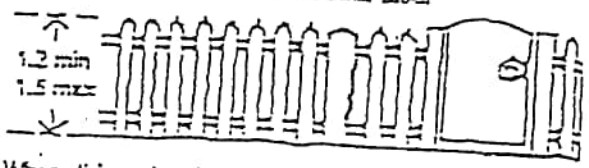
ANNEXURE "A"

PICTORIAL REFERENCE TO FENCES

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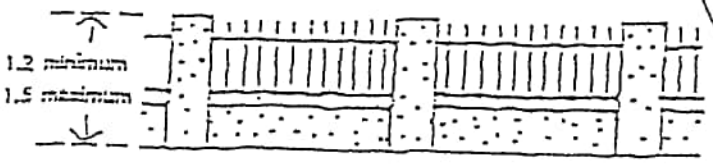


Brick or masonry posts with infill uprights

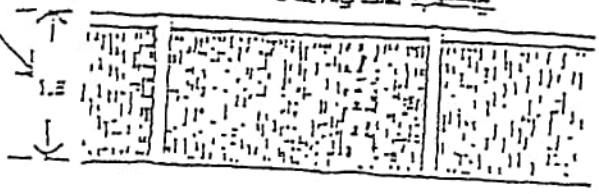


Picket fence or tubular steel

Where this style of fencing is used to a height of 1.5 metres variations in the height are encouraged and post supports of at least 75 x 75 mm shall be used at regular spacings



Low wall with masonry piers and articulated joins



Brush fence

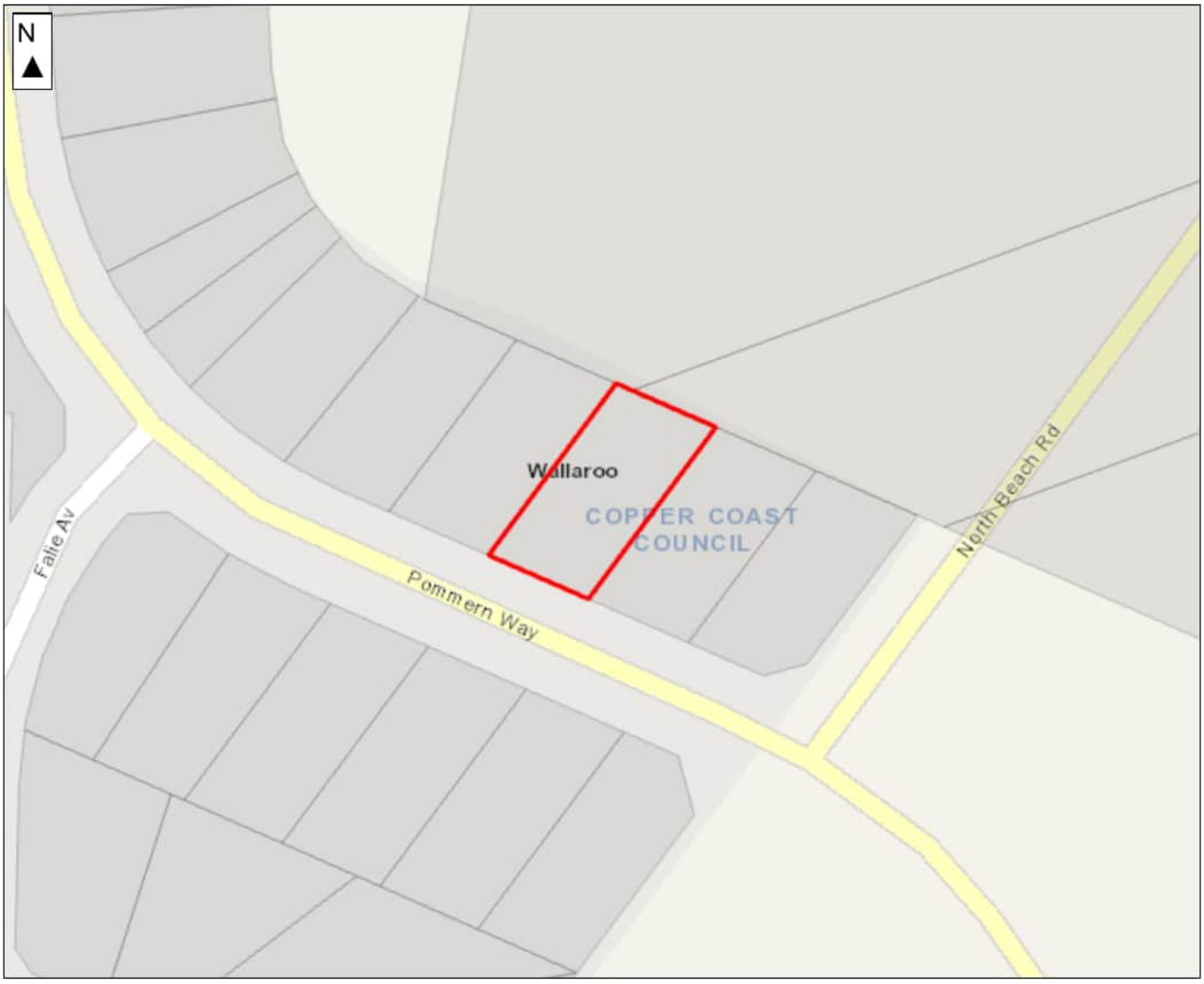
SAPPA Report (3 pages)

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SAPPA Parcel Report

Date Created: November 4, 2026

The South Australian Property and Planning Atlas is available at the Plan SA website https://sappa.plan.sa.gov.au/



Address Details

Unit Number:	
Street Number:	5
Street Name:	POMMERN
Street Type:	WAY
Suburb:	WALLAROO
Postcode:	5556

Property Details:

Council:	COPPER COAST COUNCIL
State Electorate:	NARUNGGA (2018), NARUNGGA (2022), NARUNGGA (2026)
Federal Electorate:	GREY (2019), GREY (2022), GREY (2025)
Hundred:	WALLAROO
Valuation Number:	301161700*

Scale ≈ 1:1128 (on A4 page)

50 metres≈

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Title Reference: CT5873/74

Plan No. Parcel No.: D59514A194

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Government of South Australia
Department for Housing and Urban Development

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Zone Details

Zones

Neighbourhood (Z4201) - N

Subzones

Waterfront (S6902) - WF

Overlays

Affordable Housing (O0306)

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

Hazards (Flooding - Evidence Required) (O2416)

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 (O4202)

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

Signif Retirement Facility Supported Accom Sites (O5712)

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.

Variations

Finished Ground and Floor Levels (V0001)

Minimum finished ground level is 2.75m AHD; Minimum finished floor level is 3m AHD

Maximum Building Height (Metres) (V0002)

Maximum building height is 9m

Minimum Frontage (V0004)

Minimum frontage for a detached dwelling is 15m; semi-detached dwelling is 15m; row dwelling is 15m; group dwelling is 15m; residential flat building is 15m

Minimum Site Area (V0005)

Minimum site area for a detached dwelling is 700 sqm; semi-detached dwelling is 700 sqm; row dwelling is 700 sqm; group dwelling is 700 sqm; residential flat building is 700 sqm

Maximum Building Height (Levels) (V0008)

Maximum building height is 2 levels