

8504087



LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

Series No.	Prefix
1	AG

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1986

*[Signature]*  
M Ticli

Solicitor/Licensed Land Broker/Applicant

## NOTES

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

## BELOW THIS LINE FOR OFFICE USE ONLY

Date	12.6.98.	Time	12-20
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
76-			

## EXAMINATION

CORRECTION <u>NO 23</u> 30.6.98	PASSED <i>[Signature]</i>
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## BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: *[Signature]* AGENT CODE

Correction to: M. TICLI &amp; ASSOC. PTY LTD

380

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

1. CT 5489/56 ✓  
2. ....  
3. ....  
4. ....  
5. ....

Assessor *[Signature]*

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

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

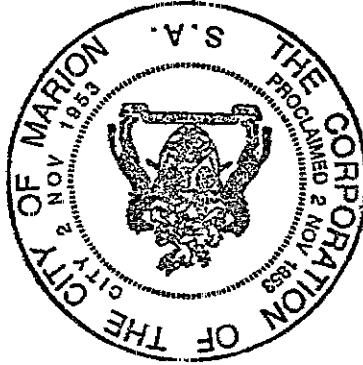
ITEM CT/C.L. REF.	AGENT CODE
CT 5489/56	380046


THE CORPORATION OF THE

^ CITY OF MARION having a legal interest in the land by virtue of a drainage easement as provided for by Section 2231n(2) of the Real Property Act, 1886 hereby consents to the Owner entering into this Deed.

THE COMMON SEAL OF:  
THE CORPORATION OF THE CITY OF MARION  
~~CITY OF MARION~~

was hereunto affixed  
in the presence of:

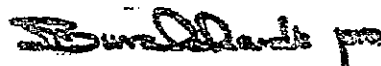


  
CHIEF EXECUTIVE

  
MAYOR

3 JUL 1998

REGISTERED ...../...../19



REGISTRAR-GENERAL

To be completed by lodging party  
ANNEXURE to Application  
over Certificate of Title Vol 5489


dated  
Fol 56

NUMBER  
Office use only


8504087

SOUTH AUSTRALIAN WATER CORPORATION having a legal interest in the land by  
virtue of a sewerage easement as provided for by Transfer 1933169 hereby  
consents to the Owner entering into this Deed.

SIGNED for and on behalf of the  
South Australian Water Corporation  
by a person duly authorised by an Instrument  
of Authority dated 5 July 1996

  
Manager Property the person duly authorised  
by the above instrument in the presence of:

Signature of CONSENTING PARTY

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

JEFFREY WILLIAM HART  
Print Full Name of Witness (BLOCK LETTERS)  
C/- South Australian Water Corporation  
GPO Box 1751, ADELAIDE 5001

Print Address of Witness

8 204 1673  
Business Hours Telephone No.

APPLICATION TO NOTE DEVELOPMENT ACT 1993LAND MANAGEMENT AGREEMENT

CITY OF MARION of 245 STURT ROAD STURT SA 5047 HEREBY APPLIES pursuant to the provisions of Section 57(5) of the Development Act 1993 for the notation of the attached Deed dated 4th day MAY 1998 and made between <sup>THE CORPORATION OF THE S.A</sup> CITY OF MARION aforesaid as the Council of the one part and PICKFAIR NOMINEES PTY LTD A.C.N. 072 214 067 of 503 Lower North East Road Campbelltown SA 5074 as the Owners of the other part as a Land Management Agreement pursuant to Section 57(2) of the said Act. The said Deed binds the WHOLE OF THE LAND comprised in Certificate of Title Register Book VOLUME 5489 FOLIO 56 and operates to control the management, preservation and conservation of the said portion of the said land.

DATED the

FOURTH

day of

MAY

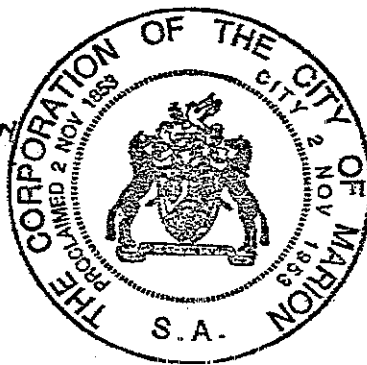
1998

THE COMMON SEAL OF:

THE CORPORATION OF THE CITY OF MARION

was hereunto affixed

in the presence of:


X  
  
 CHIEF EXECUTIVE

X  
  
 MAYOR



# **CLOVELLY PARK**

**YORK AVENUE**

**LAND MANAGEMENT AGREEMENT**

including

**URBAN DESIGN GUIDELINES**

as set out in

**THE SCHEDULE**

**EDITION 15 MAY 1998**

THIS AGREEMENT is made the 4th day of May 1998

BETWEEN: CITY OF MARION of 245 Sturt Road, Sturt in the State of South Australia ("the Council")

AND: PICKFAIR NOMINEES PTY LTD (ACN 072 214 067 of 503 Lower North East Road, Campbelltown in the said State ("the Owner")

WHEREAS:

- A. The Owner is registered or entitled to be registered as the proprietor of an estate in fee simple in the whole of Allotment 55 in Deposited Plan 47774 Pt. Sec. 576 in the area named Covelly Park Hundred of Adelaide in the said State being portion of the land comprised in Certificate of Title Register Book Volume 5452 Folio 959 (which said Allotment is hereinafter called "the Land").
- B. The Land is situated within the area of the Council.
- C. The Owner has applied to the Council by Development Application Number 100/D.046/97 ("the Application") to divide Lot 55 in DP 47774 being portion of the land in Certificate of Title Register Book Volume 5452 Folio 959 to create 94 individual allotments (the "proposed allotments").
- D. The Council is the relevant planning authority in relation to the Application pursuant to the provisions of the Development Act 1993 ("the Development Act").
- E. The Owner desires to enter into an agreement with the Council for the purposes of Section 57 of the Development Act 1993 in relation to the development of the Land.

NOW THIS AGREEMENT WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this document unless the context otherwise requires:

"the Owner" means the person(s) from time to time being registered as the proprietor(s) of an estate in fee simple in the Land.

"the Council" means the City of Marion and its successors.

"the Land" shall include a part or parts of the Land.

## 1.2 Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and,
- (d) a reference to
  - (i) a person includes a corporation and body politic;
  - (ii) a statute or other law includes regulations and other statutory instruments under it and consolidations, amendments and re-enactments or replacements of any of them made by any legislative authority;
  - (iii) any thing (including, without limitation, any amount) is a reference to the whole or part of it and a reference to a group of things or persons is a reference to any one or more of them;
  - (iv) a right includes a remedy, authority or power; and,
  - (v) words and phrases used in this Agreement which are defined in the Development Act 1993 shall have the meanings ascribed to them by that Act.

## 1.3 Headings

Headings shall be ignored in construing this document.

## 2. OWNER'S OBLIGATIONS

- 2.1 Development on each allotment shall only be undertaken in accordance with the urban design guidelines as set out in The Schedule hereto.
- 2.2 The Owner shall comply within the time specified, with the requirements of any Notice served by the Council pursuant to Clause 3.2 hereof.

## 3. COUNCIL POWERS

- 3.1 The Council and any employee or agent of the Council authorised by the Council may at any time enter the Land for the purpose of:
- (a) inspecting the Land and any building or structure thereon; and,
  - (b) exercising any other powers of the Council under this Agreement.
- 3.2 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 days from the date of service of the notice). Should the Owner fail within the time specified to remedy the breach the Council may cause the breach to be remedied and any costs incurred by the Council in or in connection with the remedy of that breach and the enforcement of this Agreement shall without further demand be recoverable as a debt due by the Owner to the Council.
- 3.3 The Council may also seek to enforce this Agreement pursuant to the provisions of the Development Act.

## 4. VARIATION OF AGREEMENT

- 4.1 This Agreement may not be varied except by a supplementary agreement signed by the Council and the Owner and (where necessary) consented to by any person with a legal interest in the land.
- 4.2 The Council may from time to time and in its absolute discretion waive compliance by the Owner with any part of the obligations of the Owner stated herein provided that no such waiver shall be effective unless in writing and signed by the Council.

## 5. NOTING OF AGREEMENT BY REGISTRAR GENERAL

The Council and the Owner will do all things necessary and sign all necessary documents to have the Registrar General note this Agreement on the Certificates of Title for the Land pursuant to Section 57 of the Development Act 1993.

## 6. NOTICES

Any notice to be given under this Agreement by the Council to the Owner shall be sufficient if signed by the City Manager of the Council or his duly authorised delegate and delivered to the Owner's last known address or posted in a pre-paid envelope addressed to the occupiers of the Land and any notice so posted shall be deemed to have been served within one business day after the date of posting.

## 7. ADDITIONAL REQUIREMENTS

7.1 The requirements of this Agreement are at all times to be construed as additional to the requirements of the Development Act 1993 and any other legislation affecting the Land.

7.2 If a provision of this Agreement is found to be void or voidable or unenforceable but would not be so if it were read down and is capable of being read down, it shall be read down accordingly.

7.3 If, notwithstanding sub-clause 7.2, a provision of this Agreement remains void or voidable or unenforceable :

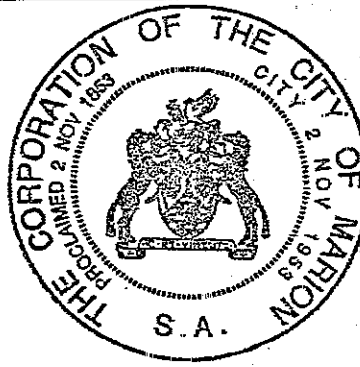
(a) if the provision would not be void or voidable or unenforceable if a word or words were omitted, that word or those words are hereby severed; and,

(b) in any other case, the whole provision is hereby severed, and the remainder of this Agreement has (provided it is capable of doing so) full force and effect.

## 8. COSTS

The Owner shall bear all reasonable costs and expenses of and incidental to the negotiation, preparation, lodgement and noting of this Agreement.

X  
THE COMMON SEAL of CITY OF  
MARION was hereunto affixed  
in the presence of:



*[Signature]*  
..... Mayor

*[Signature]* CHAIRMAN  
..... City Manager

THE COMMON SEAL of PICKFAIR  
NOMINEES PTY LTD was  
hereunto affixed in the  
presence of:



*[Signature]*  
..... Director

*[Signature]* Secretary

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the  
Development Act 1993 that no other person has a legal interest  
in the Land.

THE COMMON SEAL of PICKFAIR  
NOMINEES PTY LTD was  
hereunto affixed in the  
presence of:



*[Signature]*  
..... Director

*[Signature]* Secretary

## THE SCHEDULE

### URBAN DESIGN GUIDELINES

#### 1 ORIENTATION OF DWELLINGS AND SETBACKS

##### 1.1 ORIENTATION OF LIVING AREAS AND PRIVATE OPEN SPACE

The main part of the private open space should be capable of serving as an extension to the living areas and of being accessed from the main living area of the house.

Subject to the location of the allotment relative to the road the orientation of the main living areas of the house should be north facing and the prime area of open space should generally be oriented in a northerly direction where possible.

##### 1.2 SETBACKS

The main face of all dwellings should be setback from the front property boundary a minimum of 4.0 metres.

Any unenclosed verandahs/porticoes, etc. at the front of the dwelling should be setback from the front property boundary a minimum of 3.5 metres.

A garage or carport must be setback from the front property boundary a minimum of 5.5 metres.

Allotments identified specifically for zero lot line dwellings (refer attached plan for identification of zero lot line allotments) may be developed with one wall of the dwelling on a side boundary provided that the wall is a maximum of 3.0 metres in height above natural ground level and that part of the dwelling built on the boundary is single storey only.

A wall of a building (other than a wall built on a side boundary in accordance with the zero lot line plan) must not be nearer to any side boundary than 1.0 metre.

Garages may be constructed on the zero lot line boundary, or if not, must be setback a minimum of 600 mm from the side boundary.

A minimum 2.0 metre setback is required for any part of the building from the side boundary on a corner allotment.

Single storey dwellings must be setback a minimum of 3.0 metres from the rear boundary. Two storey dwellings must be setback a minimum of 6.0 metres from the rear boundary.

## 2 PRIVATE OPEN SPACE

Dwellings on allotments must be provided with an area of private open space in accordance with the following:

NO. OF BEDROOMS/DWELLING	AREA OF PRIVATE OPEN SPACE
2 bedrooms	40 square metres
3 bedrooms	70 square metres
4 bedrooms	100 square metres
5 bedrooms	130 square metres

All areas of private open space must:

- (a) have a minimum dimension of 2.5 metres;
- (b) be directly accessible to living areas; and,
- (c) be screened from the street or other public areas so as to create a private area.

One part of the total area of private open space must be capable of containing a rectangle of 6 metres x 4 metres.

## 3. VEHICLE PARKING

On site vehicular parking shall be provided at a rate of one (1) covered car park per dwelling, plus at least one (1) additional car park.

Additional car parks can be covered or uncovered, and if uncovered spaces can be located in the driveway immediately in front of the garage or carport, and within the minimum setback distance.

The maximum width of a driveway at the front property boundary shall be 3.0 metres and 5.0 metres for single and double garages/carports respectively, with cross-overs having a maximum splay of 1.0 metre either side to the street kerb if necessary.

## 4. BUILDING MATERIALS

External walls of dwellings are to be constructed of the following building materials:

Brick - either exposed, bagged or rendered;  
Stone;

Cement rendered concrete or blockwork; and,  
Tilt up concrete slab panels (painted, rendered or faced)

Roof materials should be selected from either colourbond, tiles, slate or slate-effect concrete tiles.

The dwellings shall not be constructed of prefabricated materials. Transportable dwelling houses, caravans or other temporary dwellings are not permitted.

No dwelling, outbuilding, fence or any improvements, the exterior of which or contains any galvanised iron or brightly coloured reflective materials, shall be used.

Vehicle accommodation must be in the form of a carport or garage under the main roof of the building or other suitable free-standing car accommodation having a roof line similar in style and of the same roofing materials as that of the main dwelling.

Walls located on the zero lot line boundary shall be of the same masonry construction as that of the main dwelling.

## 5. BUILDING HEIGHT

Single storey dwellings shall have a maximum height of 6.0 metres.

Two storey dwellings shall have a maximum height of 8.0 metres.

A two storey dwelling may be constructed provided that it does not unreasonably diminish the amenity of neighbouring houses with respect to overlooking and does not unreasonably impinge on the sunlight available to dwellings to the south.

## 6. PRIVACY

Buildings should be designed and sited so as not to unreasonably overshadow adjoining residential dwellings or private open space associated with those dwellings.

Buildings should be designed and sited to:

- (a) ensure privacy between dwellings; and,
- (b) to avoid direct overlooking of living spaces within adjoining dwellings and of private, outdoor open spaces.

Where development is of two storeys, privacy becomes an important issue and the design and siting of multi-storey

development must place emphasis on maintaining the privacy of adjoining premises.

The maintenance of visual privacy can be assisted by locating bedrooms, rather than living areas upstairs, by maximising the number of windows which face out across public rather than private areas. The use of narrow, translucent or obscured windows and appropriate window screening methods may also assist in preserving privacy.

## 7. FENCING

Side and rear boundary fences shall be constructed of 1.8 metre high "beige" double-sided colourbond steel fencing. Side boundary fences shall terminate at a point which is level with the front of the dwelling. Where the rear boundary of an allotment is also the side boundary of the adjoining allotment, such is the case with some corner allotments, then it is permissible to fence along the full length of its rear boundary and further it is permissible to fence the side boundary of a corner allotment which is adjacent the roadway provided fencing materials comply with this clause.

Front boundary fencing to allotments is optional and where provided shall have a maximum height of 1.2 metres above ground level and be of open construction to allow views of the dwelling from the street.

## 8. DOMESTIC OUT-BUILDINGS

Each allotment shall contain no more than one out-building (other than an undercover car park).

Out-buildings shall:

- a) be setback 0.6 metres from side or rear boundaries;
- b) not overshadow or block light from the windows or area of principal open space of adjoining dwellings; and,
- c) be finished in materials and colours to match with fencing materials or colours of the associated dwelling, or be finished in beige colourbond.

No out-building shall be located between any elevation of a dwelling which addresses a public road or reserve.

## 9. LANDSCAPING OF FRONT GARDENS

Landscaping of front gardens areas to the front property boundary shall be established within six months of completion of the dwelling and shall be maintained in perpetuity.

completion of the dwelling and shall be maintained in perpetuity.

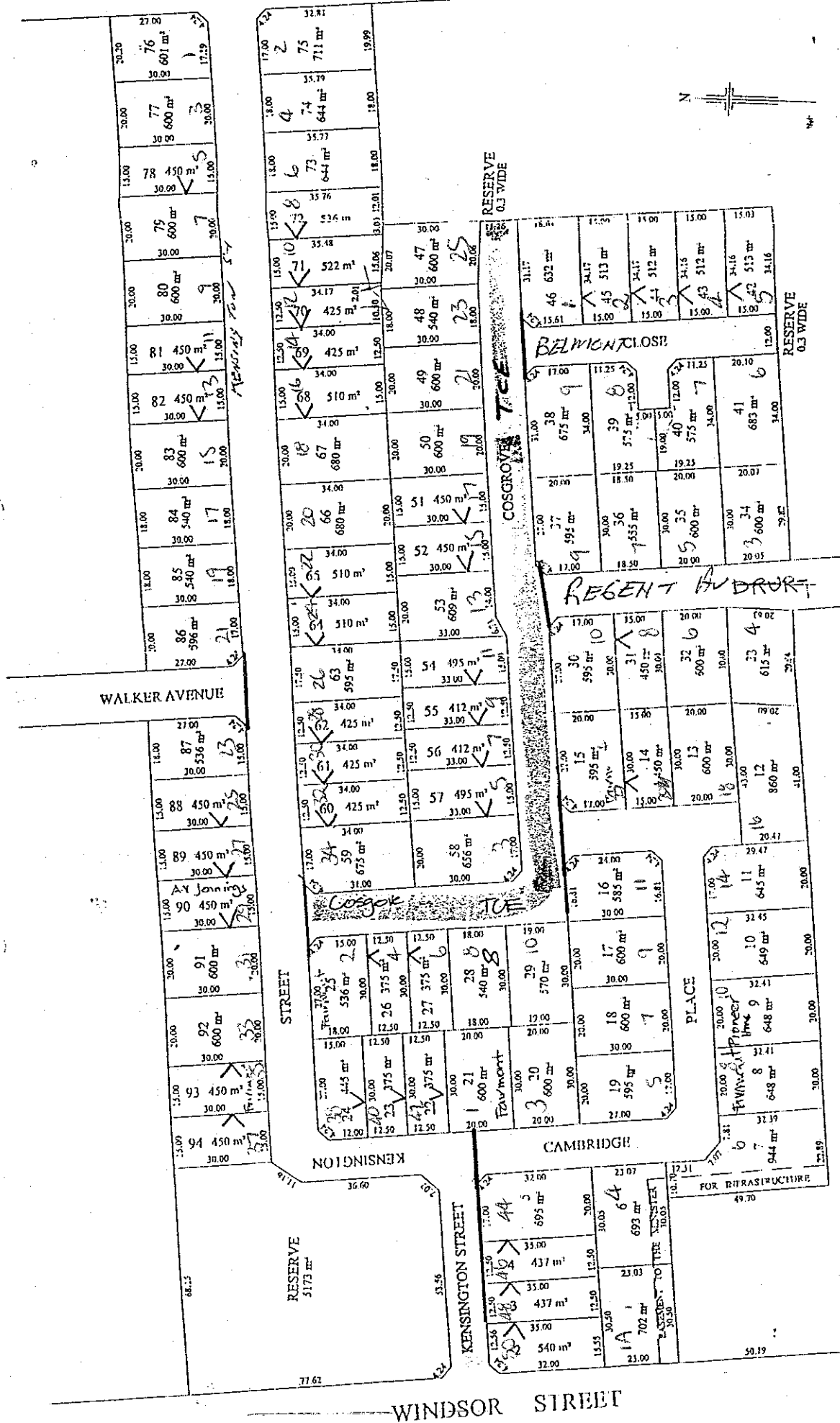
#### 10. MISCELLANEOUS REQUIREMENTS

All utility and mechanical equipment (e.g. air conditioners, satellite dishes, solar water heating receptors, etc.) shall be located below the ridge line of the roof and screened from public view, and, if likely to generate noise, should be located such that the risk of adverse noise impacts to adjacent residents is minimised (e.g. located away from adjacent bedroom windows).

CURRENT 175 AT 29/1/99

YORK AVENUE

Denotes "zero lot line" bdy



SURVEYING CONSULTANTS



Alexander Symonds

Telephone (08) 5343 1000  
Facsimile (08) 534 8000