

Orig. AG 9808425



12:25 19-Mar-2004

5 of 8

Fees: \$94.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

Series No.	Prefix
5	AG

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886
 Solicitor/Registered Conveyance/Transferee C. STEINERT

AGENT CODE

Lodged by:

Correction to: Colin J Steinert & Associates

CJSA

BELOW THIS LINE FOR OFFICE USE ONLY

Date	Time	
FEES		
R.G.O.	POSTAGE	NEW C.T.
94		

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

1.
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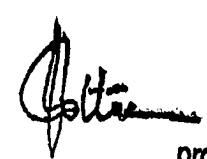
Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.

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

REGISTERED 30 APR 2004
 pro REGISTRAR-GENERAL

ITEM(S)	AGENT CODE
Duplicate LMA	CJSA.

(Pursuant to S. 57(5) of the Development Act 1993)

To the Registrar General

1. Clare & Gilbert Valleys Council of 4 Gleeson Street Clare SA 5453 has entered into the attached Land Management Agreement dated the 18TH day of MARCH 2004 2004 ("Agreement") with C. & L. Investments Pty. Ltd. ACN 007 965 460 and Valley Road Properties Pty. Ltd. ACN 007 960 054 both of P.O. Box 191 Campbelltown 5074 pursuant to S. 57(2) of the Development Act 1993 ("the Act")
2. The Agreement relates to the management, preservation and conservation of Allotments 8, 9, 10, 11, 38 to 49 inclusive, 51 to 56 inclusive and Allotments 500 and 501 in DP 64306 being portion of the land comprised in Certificate of Title Register Book Volume 5905 Folio 288 ("the land")

of

NOW THEREFORE the Council applies pursuant to S. 57(5) of the Development Act 1993 to note the Land Management Agreement against the land.

DATED the 18TH day of MARCH 2004

THE COMMON SEAL OF
CLARE & GILBERT VALLEYS COUNCIL
was hereunto affixed in the presence of:

Paul

.....

Mayor

[Signature]

.....

Chief-Executive Officer

THIS DEED is made the 18TH day of MARCH 2004

BETWEEN: CLARE & GILBERT VALLEYS COUNCIL of 4 Gleeson Street,
Clare 5453 (hereinafter with its successors and assigns called "Council")
of the one part

AND C. & L. INVESTMENTS PTY. LTD. ACN 007965460 and VALLEY
ROAD PROPERTIES PTY.LTD. ACN 007960054 both of P.O. Box 191
Campbelltown 5074 (hereinafter with its successors and assigns called
"Owner") of the other part

WHEREAS:-

- A. The Owner is the proprietor or entitled to be the proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book Volume 5905 Folio 288, (hereinafter called "Land");
- B. By the Development Application numbered 433/D507/02-002 (hereinafter called "Development Application") the Owner applied to the Council for approval pursuant to the Development Act, 1993 (hereinafter called "the Act") to divide the Land into twenty four (24) separate residential allotments (hereinafter called "Allotments"). A copy of the plan of division relating to the Development Application is annexed hereto and marked with the letter "A" (hereinafter called "Plan of Division");
- C. Pursuant to the provisions of section 57(2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the future development, management, preservation and conservation of the Allotments subject to the terms and conditions that follow.

NOW THIS DEED WITNESSETH

Interpretation

- 1.1 The parties acknowledge that the matters set out in clauses A to C inclusively are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:

- (a) words and phrases used in this Deed which are defined in the Act, shall unless otherwise defined by the provisions of this Deed, have the meanings ascribed to them by the Act;
- (b) 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;
- (c) "Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his or her heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered as the proprietor of an estate in fee simple in the Land subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Title thereof;
- (d) "person" shall include a corporate body;
- (e) "Land" shall include any part or parts of the Land;
- (f) "dwelling" shall mean a building or part of a building used as a self-contained residence;
- (g) "Outbuilding" shall mean a building associated with a dwelling such as a shed, garage, carport, water storage tank or other like structure;
- (i) "Building Work" means work in the nature of :-
 - (a) the erection, construction, underpinning, alteration or addition to any building or structure;
 - (b) the making of any excavation or filling for, or incidental to, the erection, construction, underpinning, alteration of, addition to

or demolition of any building or structure or road, street or thoroughfare;

- (c) the erection or construction or underpinning of any rain water tank or tank or other facility for storing rainwater;
 - (j) "DSE" is in reference to the Department of Agriculture of SA fact sheet 31/81 as revised May 1987 headed Table 1 DSE.
 - (k) "intensive animal keeping" means keeping or husbandry of animals in a broiler shed, chicken hatchery, feedlot, kennel, piggery, poultry battery or other like circumstances, but does not include horse keeping.
 - (l) words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
 - (m) words importing any gender shall include every gender; and
 - (n) any clause headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.3 If any provision of this Deed 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 Deed.
- 1.4 The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.
- 1.5 The parties expressly declare and agree that where an inconsistency exists between the provisions of this Deed and the provisions of the Development Plan, the provisions of this Deed prevail.

2. The obligation of the Owner

2.1 No further land division

The Owner shall not commence or proceed with or cause, suffer or permit to be commenced with any application pursuant to the Act, any Act passed in substitution for the Act, the Real Property Act 1886, any Act passed in substitution for the said Real Property Act 1886 or any other relevant Acts to

undertake any division of any of the Allotments without the prior written consent of the Council, and all Owners of the land comprising the Allotments.

2.2 One Dwelling per Allotment

The Owner shall not erect more than one dwelling on each of the Allotments.

2.3 Building Work

2.3.1 The Owner shall ensure that any Building Work on any of the Allotments complies with the Development Principles specified in the First Schedule hereto (except to the extent that the Council may otherwise agree).

2.3.2 The Owner shall not commence or proceed with or cause, suffer or permit to be commenced or proceeded with any application to the relevant planning authority or any other relevant authority approval of any Building Work to be undertaken upon any of the Allotments which requires approval under either the Development Act 1993 until the owner has lodged Allotment Development Plans with the Council prepared in accordance with the Second Schedule hereto.

2.4 Use of Outbuildings

The Owner shall not use Outbuildings or cause suffer or permit Outbuildings on any of the Allotments to be used as a dwelling for permanent residential use, **BUT** the Owner may cause suffer or permit such Outbuildings to be temporarily used for residential use where on the Allotment in question:

2.4.1 construction of a dwelling that has been approved by the Council in accordance with the provisions of this Deed and pursuant to the provisions of the Act is proceeding and the footings for that dwelling have been poured;

2.4.2 the permanent residential use of such Outbuilding does not exceed a period of six (6) months from the date of the initial residential use of such Outbuilding;

2.4.3 such Outbuilding is in good repair and condition, and;

- (a) there is a toilet system connected or ancillary to such outbuilding which meets the Councils satisfaction and the Engineering & Water Supply Department and SA Health Commission.

2.5 Keeping of Animals

The Owner shall not cause suffer or permit any of the Allotments to be used for:

- (a) the keeping of pigs;
- (b) the keeping of goats, except where it can be shown to the satisfaction of the Council that all native vegetation in the Allotment in question is protected by adequate fencing;
- (c) intensive animal keeping;
- (d) the breeding of dogs on a commercial basis and or for stud breeding and in all instances not to keep more than two (2) on the said Allotment
- (e) the keeping of more than one (1) either of a horse, donkey, cow or similar sized animal per 8,000 square metres or four (4) dry sheep equivalent (DSE) per 8,000 square metres of land area.

2.6 Requirements of the Country Fire Service

- 2.6.1 All of the Allotments shall provide safe convenient access for fire fighting vehicles and shall provide an access track/road of all weather construction with a minimum formed road surface width of three (3) metres and must allow forward entry and exit to the Allotment and any residence for large fire fighting vehicles.
- 2.6.2 Subject to the provisions of the Native Vegetation Act and any other legislation, the Owner shall prevent and inhibit the spread of bush fires and minimise the risk of damage to building and properties in the following manner:

- (a) No trees or shrubs should be planted closer to any buildings or power lines than the distance equivalent to their estimated mature height.
- (b) All branches overhanging the roof of any building or structure should be removed or trimmed cleared of the roof.
- (c) A ten (10) metre fuel reduced buffer zone shall be provided around each dwelling and any grasses within the said zone shall be reduced to a maximum height of ten (10) centimetres during any fire danger season.

2.6.3 In addition to any other requirement each Owners shall provide on each Allotment a minimum supply of five thousand (5,000) litres of water which shall be available at all times for fire fighting purposes and which shall comply with the following standards within thirty (30) days of the completion of the construction of any building on the Allotment.

- (a) The said supply should be fitted with a diesel/petrol driven pump or an equivalent system which operates independent of mains electricity and is capable of pressurising the water for fire fighting purposes.
- (b) The said pump should be fitted with a hose and nozzle capable of withstanding the pressures of the supplied water and shall be readily available at all times.

2.7 The Owner shall not clear any native vegetation from any of the Allotments other than in accordance with the Native Vegetation Act 1991.

3. Right of entry

3.1 The Council and any employee or agent of the Council authorized by the Council may at any reasonable time enter the Allotments for the purpose of inspecting the Allotments to ensure compliance with the provisions of this Deed and exercising any other powers of the Council under this Deed or pursuant to law.

3.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy, by reasonable means, 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 service of the notice) and if the Owner fails so to remedy the breach the Council or its servant or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Allotments as the case may be and recover any reasonable costs thereby incurred from the Owner.

4. Operation of this Deed

The parties expressly declare and agree that the provisions of this Deed shall not be binding or impose any obligation upon them unless and until the date the Registrar-General deposits the Plan of Division in the Lands Titles Registration Office pursuant to the provisions of the Real Property Act, 1886.

5. Rescission

In the event that any development authorization obtained for the Development Application lapses or expires by virtue of the provisions of the Act without being implemented by the Owner or in the event that the Registrar-General does not deposit the Plan of Division in the Lands Titles Registration Office the Council agrees to rescind this Deed at the request of the Owner and the reasonable costs of and incidental to the preparation, stamping and registration of the Deed of Rescission should be borne by the Owner.

6. Miscellaneous Provisions

6.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.

6.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the part of the Owner herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

- 6.3 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.
- 6.4 Notice for the purposes of this Deed shall without prejudice to any other means of giving notice be properly 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 or sent by facsimile transmission 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.
- 6.5 Notice for the purposes of this Deed shall without prejudice to any other means of giving notice be properly served on the Council if it is posted, sent by facsimile transmission or delivered to the principal office of the Council.
- 6.6 The Council may delegate any of its powers under this Deed to any person.
- 6.7 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Allotments.
- 6.8 The Owner indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs including legal costs and expenses of and incidental to the negotiation and preparation of this Deed and the implementation of its terms. The Owner shall pay all stamp duty and registration fees associated with the Deed.
- 6.9 Each party shall do and execute all such acts documents and things as shall be necessary to ensure that this Deed is registered and a memorial thereof entered on the Certificates of Title for the Land pursuant to the provisions of Section 57(5) of the Act.
- 6.10 The Owner acknowledges that should it breach any of the provisions of this Deed in particular, by way of the unauthorized clearance of Trees that are to be retained, that the Council may institute enforcement action against it pursuant to the Act.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

THE COMMON SEAL of the CLARE AND)
GILBERT VALLEYS COUNCIL was hereunto)
affixed in the presence of:)

.....
Mayor

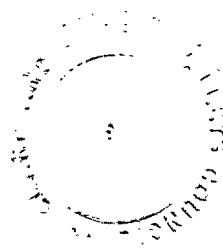
.....
Chief Executive Officer

C. & L. Investments Pty. Ltd. ACN 007965460
by authority of the Director Colin John
Steinert of Suite 3, 1 Sudholz Road, Gilles
Plains 5086

Signed in his capacity as Sole Director and Sole
Secretary of the Company

.....
Valley Road Properties Pty. Ltd. ACN
007960054 by authority of the Director Colin
John Steinert of Suite 3, 1 Sudholz Road, Gilles
Plains 5086

Signed in his capacity as Sole Director and Sole
Secretary of the Company



NATIONAL AUSTRALIA BANK LIMITED ACN 004 044 937

being persons with a legal interest in the land by virtue of Mortgage registered number 9706308 hereby consent to the Owner entering into this Deed.

Full Name:

Full Name of Witness:

Signing Capacity:

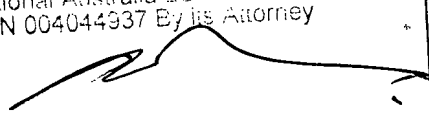
Address:

Address:

P/A

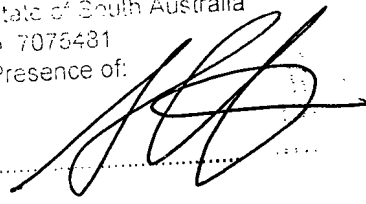
Day Time Phone:

National Australia Bank Limited
ACN 004044937 By its Attorney



.....
of 22 29 King William St ADELAIDE

ANDREW RAY BARKER
Business Banking Manager
In the State of South Australia
P.A. No 7075481
In the Presence of:

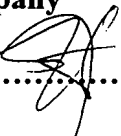


SIMON CAVUOTO
.....
33 Rundle Street KENT TOWN S.A. 5067
PH 08 81302000

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

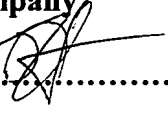
C. & L. Investments Pty. Ltd. ACN 007965460
by authority of the Director Colin John
Steinert of Suite 3, 1 Sudholz Road, Gilles
Plains 5086

Signed in his capacity as Sole Director and Sole
Secretary of the Company

.....


Valley Road Properties Pty. Ltd. ACN
007960054 by authority of the Director Colin
John Steinert of Suite 3, 1 Sudholz Road, Gilles
Plains 5086

Signed in his capacity as Sole Director and Sole
Secretary of the Company

.....


FIRST SCHEDULE

DEVELOPMENT PRINCIPLES

Any development on or use of the Allotments shall:

1. Conserve and preserve the native flora and fauna.
2. Maintain the rural character.
3. Preserve the natural environment.
4. Prevent land degradation as a result of poor land management practices.
5. Avoid activities which are likely to increase soil erosion, encroachment of noxious weeds and infestation by vermin or disease.
6. Avoid adverse impact on the use and enjoyment of the Allotments through noise, traffic, fumes, vibration, dust or any other harmful or nuisance creating impact.
7. Contribute to the creation of a pleasant environment through tree planting of indigenous native species.
8. Plant a ten (10) metre wide buffer of trees along the boundary of the allotment that adjoins open farm land, such planting is to be of species.
9. Insofar as it involves excavation and/or filling, such excavation and/or filling is to be kept to a minimum so as to preserve the natural form of the Allotments and the native vegetation. Such excavation and/or filling should only be undertaken for the purpose of Building Work or in order to construct water storage facilities on the Allotments .
10. Not allow the storage, placement or deposition of automobile bodies and parts, scrap metal, building materials or other materials and objects of a like nature in the open.
11. Insofar as it comprises Building Work or fencing be maintained in good order and condition.
12. Insofar as it involves Building Work on an allotment forming part of the Allotments comply with the following objectives:

12.1 Siting

Dwellings should be sited to:

- minimise their visual impact;
- maximise the privacy of neighbours;
- minimise disturbance of natural landform and vegetation;
- not exceed single storey in height except where the contour of the land requires part two storey in order to minimise cut and fill of the building site and for other desired requirements;
- provide essential fencing only around the house, outbuilding or water tanks for wind protection or privacy

Outbuildings should be sited to:

- minimise impact on the natural character of the locality;
- be concealed with natural ground form or vegetation where possible;
- design and materials should complement any dwelling on any of the Allotments;
- driveways on any of the Allotments should follow the natural contour of the land with minimum impact on local vegetation;
- so as not to be forward of the front alignment of the main dwelling.

12.2 Design Character

Building forms should be simple with skillion or pitched roofs. Large rectangular buildings are not desired and should be designed as smaller elements relating to site large eaves, verandahs and pergolas should be incorporated into the design of a building so as to create shadowed areas which reduce the bulky appearances of the building.

12.3 Dwelling Size

Any dwelling proposed or to be constructed on the said land it to have a minimum internal floor of 150 square metres.

12.4 Materials and Finish

Materials and finishes should reinforce the rural location and require low maintenance. Reflective materials shall not be used. Zincalume Iron is prohibited.

Roofing options shall be only galvanized iron, tiles, slate or colourbond sheeting in tones of grey, fawns, browns and greens.

Walling options shall be only brick, blockwork, rendered or bagged finishes, galvanized iron, weatherboarding, textured cellulose, fibre reinforced cement products or log cabin.

- 13 Insofar as it involves fencing the boundaries of all allotments must be posts with five (5) strands of wire and internal fences must be kept to a minimum and use natural materials or "see through" types of materials such as lattice, tubular or similar Colourbond steel sheet fences may be used within a six (6) metre distance of a dwelling where it is required for wind protection/screening subject to :

- 13.1 Where an outbuilding, shed, water storage tank or solid fence is constructed where the visual bulk of any part of that outbuilding, shed, water storage tank or fence is less than 50 % obscured from direct sight from any road or adjoining allotment, then a planting of shrubs and or trees or hedge of species and spacing so as not to create a potential fire risk must be grown at a reasonable distance from the outbuilding, shed, water storage or solid fence, must be undertaken within six (6) months and maintained so as to soften the visual aspect of the outbuilding, shed, water storage tank or fence.

- 14 Provision shall be made for a minimum rainwater tank or tanks or other facility for the storage of rainwater with a minimum holding capacity of 25,000 litres and supply of a minimum 5,000 litres to be available at all times for fire fighting purposes.

- 15 Buildings should conform to construction requirements for “Buildings in Bushfire Risk Areas” as set out in “Ministers Specifications SA G.5.101” of the SA Building Regulations, 1991 (as amended).
- 16 The placement or lodgement of a transportable dwelling shall not be permitted on the Allotments.
- 17 Effluent Disposal : Absorption areas associated with septic tank effluent disposal systems should:
 - (a) provide at least one metre of soil cover to the rock, achieved by either natural soil cover or raised to a depth of one metre by filling:
 - (b) be ripped to a depth of at least 0.6 metres, and the areas surrounding absorption trenches should be planted with species which have high transpiration rate to minimize the risk of excessive downslope seepage:
and
 - (c) be located such that the soakage does not seep onto adjoining allotments or road reserves.

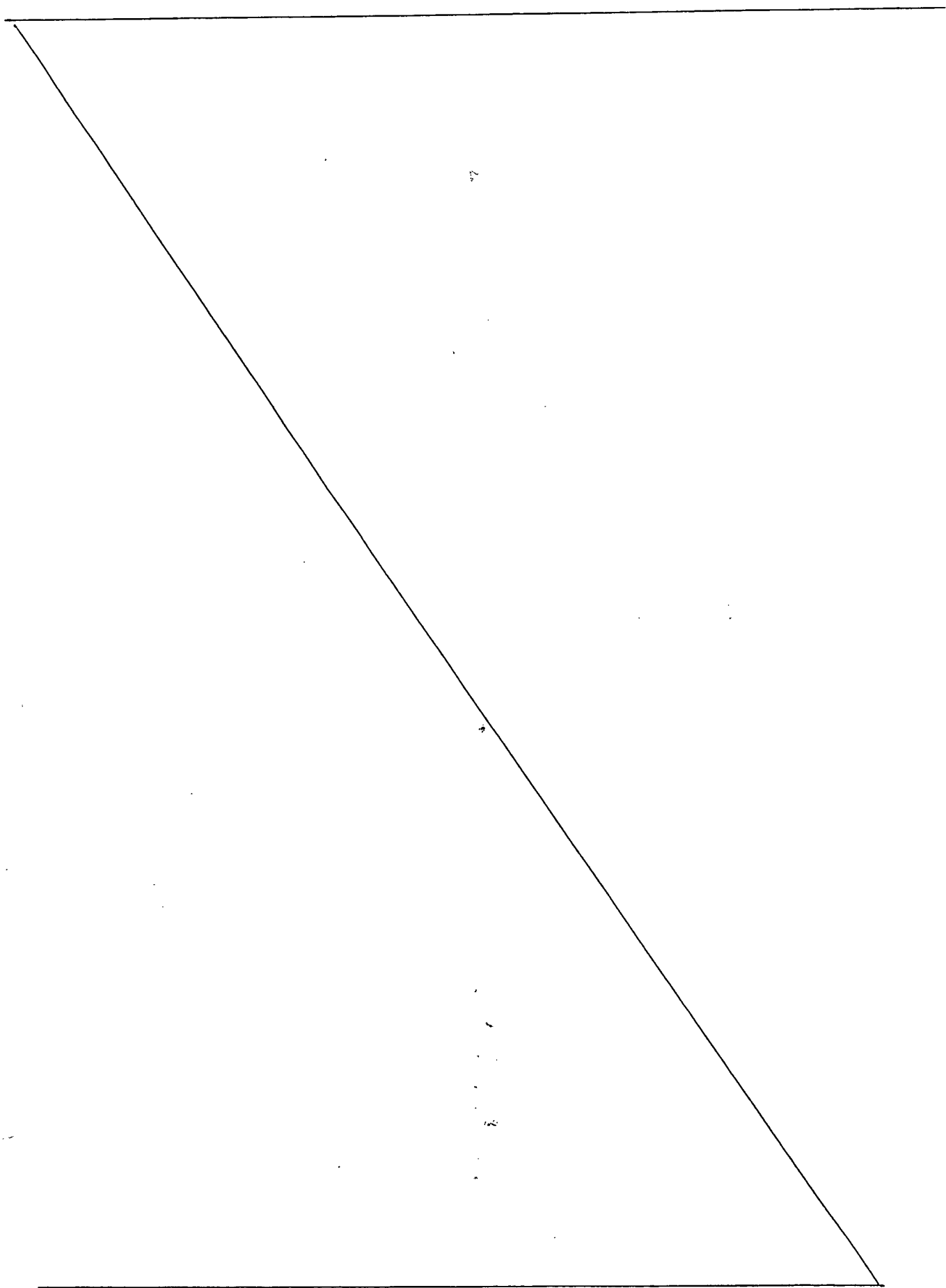
SECOND SCHEDULE

CONSTRUCTION AND DESIGN SITING REQUIREMENTS

1. The written consent of the Council for any Building Work on the Allotments is required prior to the determination by the relevant planning authority of a formal application for planning authorisation under the Act an/or approval under the provisions of the Building Act, 1971 as amended.
2. Any building work shall be carried out in accordance with Allotment Development Plans approved by the Council. Allotment Development Plans shall include the following:
 - (a) sketch plans sufficient to describe the character of the Building Work and its relationship to the allotment upon which it is to be built and site plan and plans showing elevations, cross sections and floor plans when the Building work proposed is the construction of detached dwelling;
 - (b) a schedule of materials and external finishes specifying the type, colour and/or finish of all roofs, walls, windows, pavings, fences and other like items;
 - (c) a plan of proposed earthworks, grading and filling;
 - (d) a plan of the proposed rainwater holding tank or tanks to like facility; with details of any of the proposed excavation and/or filling of the land;
 - (e) a plan of the proposed vehicular access provision; having consideration to safe and convenient access for fire fighting vehicles with such vehicles being able to enter and leave the Allotments in a forward direction.

ANNEXURE “A”

“PLAN OF DIVISION”



REFERENCE MARKS				Dist.	PM Number
Gr.	Blotting	From	To		
7	16"53'	MP FD.	(-)		
8	304"12'	MP FD.	0.53		6630/2148
9	166"35'	PM FD.	1.56		
11	319"34"	MP FD.	3.02		
12	75"52'	PM FD.	1.06		6630/2146
17	57"12'	MP FD.	0.90		
20	254"12'	MP FD.	0.61		
24	290"55'	MP FD.	9.43		
25	269"57'	MP FD.	5.44		
26	253"45'	MP FD.	2.63		
27	249"32'	MP FD.	7.06		
29		PM			6630/3112
30		PM			6630/3113
31		PM			6630/3114

CURVE DATA			
CURVE	RADIUS	I-ANGLE	TANGENT
C	100-00	55° 44' 10"	52-88
D	120-00	55° 44' 10"	63-45

FYFE
PTY LTD
ACN 062 592 465
43 FULLARTON ROAD, ROSE PARK 5067
PH 8364 1000 FAX 8364 0904
File 13790/1/14
Reg No 1379001-15 Date 6/01/2004

