



Title Register Search

LANDS TITLES OFFICE, ADELAIDE

For a Certificate of Title issued pursuant to the Real Property Act 1886

REGISTER SEARCH OF CERTIFICATE OF TITLE * VOLUME 6046 FOLIO 743 *

COST : \$25.00 (GST exempt)	PARENT TITLE : CT 5431/719
REGION : EMAIL	AUTHORITY : RTC 11240090
AGENT : LGU8P BOX NO : 000	DATE OF ISSUE : 09/11/2009
SEARCHED ON : 25/02/2013 AT : 14:44:31	EDITION : 4

REGISTERED PROPRIETOR IN FEE SIMPLE

THEODOROS THEODOSIOU OF 7 COLLINS STREET CEDUNA SA 5690

DESCRIPTION OF LAND

ALLOTMENT 38 DEPOSITED PLAN 81988
IN THE AREA NAMED CEDUNA WATERS
HUNDRED OF BONYTHON

EASEMENTS

SUBJECT TO THE EASEMENT FOR DRAINAGE PURPOSES AS PROVIDED FOR BY SECTION
223 1g (2) OF THE REAL PROPERTY ACT 1886 OVER THE LAND MARKED B

SCHEDULE OF ENDORSEMENTS

11236541 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
11587284 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

DOCUMENTS AFFECTING THIS TITLE

NIL

REGISTRAR-GENERAL'S NOTES

NIL

END OF TEXT.

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Orig. AG 11236541



15:09 13-Aug-2009

1 of 5

Fees: \$117.00

Series No.

1

\$117

✓

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

✓

G. Manos
Solicitor/Registered Conveyancer/Applicant

G. MANOS

AGENT CODE

Lodged by: CONVEYANCING MATTERS

ERMV 242

Correction to:

George Manos JABP

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



1. *CT 5431 / 719*
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

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

ITEM(S)	AGENT CODE
<i>CT 5431 / 719</i>	<i>ERMV 242</i>

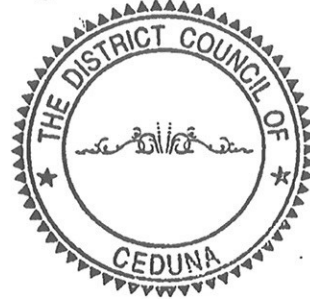
CORRECTION	PASSED <i>KS</i>
REGISTERED	
 	
REGISTRAR-GENERAL	



To the Registrar-General:

- 1. DISTRICT COUNCIL OF CEDUNA (Council) of PO Box 175, Ceduna SA 5690 has entered into the attached Land Management Agreement dated 27th March 2009 (Agreement) with PETER NORMAN BETTS of c/- Carramatta Holdings Pty Ltd, PO Box 583, Unley SA 5061 pursuant to s 57(2) of the Development Act 1993 (SA) (Act). ✓
- 2. The Agreement relates to the whole of the land comprised in Certificates of Title Register Book Volume 5431 Folio 719 (Land). ✓
- 3. The Council applies pursuant to s 57(5) of the Act to note the Agreement against the Land.

Date: 13th August 2009



The common seal of DISTRICT COUNCIL OF CEDUNA was affixed in the presence of:

[Handwritten Signature]
.....
Signature of Mayor

.....
Name of Mayor (print)

[Handwritten Signature]
.....
Signature of Chief Executive Officer
(Please delete as applicable)

.....
Name of Chief Executive Officer (print)

**LAND MANAGEMENT AGREEMENT
BY DEED**

DISTRICT COUNCIL OF CEDUNA

and

PETER NORMAN BETTS

DATE

PARTIES

DISTRICT COUNCIL OF CEDUNA of PO Box 175, Ceduna SA 5690 (**Council**)

and

PETER NORMAN BETTS of C/- Carramatta Holdings Pty Ltd of PO Box 583, Unley SA 5061 (**Owner**)

BACKGROUND

- A. The Owner is the proprietor of an estate in fee simple in the Land.
- B. The Owner has entered into a contract to transfer ownership of the land to a Developer Carramatta Holdings Pty Ltd.
- C. With the consent of the Owner, by a Development Application numbered 782/DO14/08 (the Development Application) Carramatta Holdings Pty Ltd has sought development plan consent pursuant to the Act, from the Council, to develop the land by undertaking the division of the land, in accordance with the Plan in Schedule 1 to this Deed (the land division plan).
- D. The land division if approved will create allotments for rural residential purposes, together with balance allotments for future development, land for future conservation and recreation purposes and land set aside as reserves.
- E. The Council wishes to ensure that the rural residential allotments are developed and managed in particular ways as specified within this deed.
- F. The Council and the Owner agree that obligations under this deed are intended to be binding upon all occupiers and persons having enjoyment from time to time of the Land and that it is the Owner's responsibility to ensure that all such persons comply with the terms of this deed.
- G. Pursuant to section 57(2) of the Act the Owner has agreed with the Council to enter into this deed relating to the management preservation and conservation of the Land.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

Act means the *Development Act 1993 (SA)*.

Allotment means an allotment proposed to be created pursuant to the Development Application.

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Design Guidelines means:

- (a) the Design Guidelines for Ceduna Waters attached to this Deed as Schedule 2, unless and until substituted Design Guidelines are adopted and published by the Council; and
- (b) any substituted Design Guidelines for Ceduna Waters adopted and published by the Council from time to time as and from the date of such publication.

Development Rules means those restrictions and/or requirements relating to the use of an allotment and to the design and siting on the Land of a dwelling or other structure required or imposed by virtue of:

- (a) this Deed;
- (b) the Act;
- (c) the Council; and
- (d) the Design Guidelines.

Land means the whole of the land comprised in Certificate of Title Register Book Volume 5431 Folio 719 and any part or parts of it.

Relevant Authority has the meaning given to those words under the Act.

Rural Residential Allotment means an allotment used for Rural Residential Purposes.

Rural Residential Purposes means the use of the allotment for the establishment of a single detached dwelling and associated outbuildings and structures and may also include primary production uses, such as cropping and grazing, at a scale and intensity commensurate with the size of the allotment and which additional use not required to be economically viable unless inconsistent with the context.

1.2 Interpretation

In this deed, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;

- 1.2.5 a reference to the Owner includes each person registered or entitled to be registered as a proprietor of an estate in fee simple of the Land;
- 1.2.6 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this provision or of this deed continues in force, unless this would materially change the intended effect of this deed;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.13 an expression defined in the Act has the meaning given by the Act at the date of this deed.

1.3 Background

The Background forms part of this deed and is correct.

1.4 Legislation

The requirements of this deed are to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

- 2.1 The Owner must comply with the general obligations in relation to the Land and the Allotment specific obligations set out below:-

General Obligations

- 2.1.1 The Owner must provide a copy of this deed to any person proposing to undertake development of the Land before commencement of that development.

Allotment Specific Obligations:

2.1.2 On Allotments 8 - 12, 32 - 99, 107 - 121 & 273 – 283 as shown on the attached plan – (the Rural Residential Allotments):

2.1.2.1 The Owner shall ensure that allotments 8 - 12, 32 - 99, 107 - 121 and 273 – 283 are only used for rural residential purposes and any associated primary production purposes;

2.1.2.2 Subject to Clause 2.1.2.3, the Owner must not, on or in relation to allotments 8 - 12, 32 - 99, 107 - 121 and 273 – 283, cause, suffer or permit to be developed of established thereon any of those activities that are subject to the Design Guidelines, including any of the following:

- (a) construct a building or other structure;
- (b) commence or undertake preparatory siteworks for the future construction of a building or other structure, including activities relating to the installation of underground services (such as water, sewer, power, telecommunications or drainage);
- (c) excavate soil or introduce additional soil in excess of nine (9) cubic metres in volume or otherwise alter the level of the Land;
- (d) erect a fence or wall (including a retaining wall);
- (e) install or construct a swimming pool (above ground or in-ground);
- (f) erect any sign, hoarding, tank, mast, clothes line, pole, television antenna, satellite dish or radio aerial (whether freestanding or fixed to any other building or structure);
- (g) erect or place any external floodlights or spotlights;
- (h) create a motor vehicle parking area;
- (i) keep any animals on the Land;
- (j) remove any native vegetation from Land; and
- (k) carry out and landscaping or planting.

2.1.2.3 Subject to the provisions of the Act, the owner may undertake a Development on, or in relation to, the Land if the Development is Consistent with the

Development Rules as determined by the Council having given its written approval of the Development, which approval may not be unreasonably withheld or delayed, if the Development is consistent with the Design Guidelines.

2.1.2.4 Any approval granted by the Council pursuant to Clause 2.1.2.3 may not be relied upon by the Owner:

- (a) as a representation as to the adequacy, suitability or fitness of the proposed Development;
- (b) that the Relevant Authority will grant its approval of the Development under the Act; or
- (c) to undertake development on the land without having obtained all relevant approvals required under the Act.

2.1.2.5 If Council is the Relevant Authority for the approval of a Development, the Owner may request in writing that the Council assess the proposal against the Design Guidelines concurrently with any assessment or assessments required pursuant to the Act.

2.1.2.6 The Land must not be used or developed except in accordance with:

- (a) the provisions of this Deed;
- (b) the provisions of the Act;
- (c) any other laws relating to planning or zoning from time to time in force;
- (d) the conditions of any consent or approval given by the Relevant Authority.

2.1.2.7 The Owner shall not lodge nor cause suffer or permit any other person to lodge any application seeking development authorisation under the *Development Act 1993* or any other act for any further plan of division for an allotment or allotments that results in the creation of any additional allotments.

2.1.2.8 The Owner shall not cause suffer or permit any dwelling on the Land to fall into disrepair or to become dilapidated (and shall paint or cause to be painted all such parts of the dwelling or any other building on the Land as usually painted so often as the same shall reasonably require painting).

- 2.1.2.9 The Owner shall not cause suffer or permit the Land, dwelling or any other building thereon (or any part of them) to become dirty or untidy or unkempt.
- 2.1.2.10 The Owner shall not cause suffer or permit any landscaping on the Land to fall below a standard below the general standard of allotments of land within the locality, it being acknowledged that for so long as the land remains vacant, the general standard required will necessitate weeds and grass on the Land to be cut down at least every six months.
- 2.1.2.11 The Owner shall not cause suffer or permit rubbish including vehicles to accumulate on the Land.
- 2.1.2.12 The Owner shall not cause suffer or permit rubbish bins to be obviously visible from the primary street frontage of the Land.
- 2.1.2.13 The Owner shall not cause suffer or permit the storage of goods on the Land in a manner that is inconsistent with the rural residential use and occupation.
- 2.1.2.14 The Owner shall not cause suffer or permit stormwater run-off from the Land to be directed to another allotment, reserve or the sea.
- 2.1.2.15 The Owner shall not cause suffer or permit any person to behave on the Land in a manner that is likely to cause offence or annoyance to other persons.
- 2.1.3 As to the other allotments shown on the attached plans but not nominated in clause 2.1.2:
 - 2.1.3.1 No specific obligations apply to those lots pursuant to this Deed.
- 2.1.4 As to the Allotment s comprised of pieces 1000 and 1001, 1002, 2001 and 2002:
 - 2.1.4.1 If the Owner seeks and gains approval to divide the Allotment by a further Plan of Division in future to create Rural Residential allotments then the provisions of Clause 2.1.2 shall apply to the created allotments.

3. RESTRICTION ON LEASING AND OTHER DEALINGS

The Owner must not grant any lease licence easement or other right which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this deed unless such grant:

- 3.1 is expressed in writing;

- 3.2 is made with the previous written consent of the Council; and
- 3.3 contains as an essential term 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 which would constitute a breach by the Owner of the Owner's obligations under this deed.

4. COUNCIL'S POWERS OF ENTRY

- 4.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
 - 4.1.1 inspecting the Land and any building or structure on the Land;
 - 4.1.2 exercising any other powers of the Council under this deed or pursuant to law.
- 4.2 If the Owner is in breach of any provision of this deed, the Council may, by notice 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 at least 28 days from the date of service of the notice). 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.
- 4.3 If in a notice referred to in clause 4.2 the Council requires the removal of the building or structure from the Land, the Council and its servants or agents are authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure has any monetary value then the Council must use its best endeavours to realise that monetary value and must after the disposal account to the Owner and pay to the Owner the realised value less all expenses incurred.
- 4.4 The Council may delegate any of its powers under this deed to any person.

5. NOTATION OF THIS DEED

Each party must do and execute all acts documents and things necessary to ensure that as soon as possible after the execution of this deed by all necessary parties this deed is noted by the Registrar-General on the Certificate of Title for the Land pursuant to section 57(5) of the Act in priority to any other registered instrument.

6. OPERATION OF THIS DEED

The parties to this Deed expressly declare and agree that the provisions of this Deed shall not be binding nor impose any obligation upon them unless and

until all of the consents necessary for the approval of the Development Application 782/D014/08 (including a notice of approval pursuant to Regulation 46(1) of the *Development Regulations, 1993*) have been obtained under the Act and are operative within the meaning ascribed to the phrase "the operative date" by Regulation 48(4) of the Regulations made under the Act.

7. RESCISSION

In the event that:

- 7.1 Any development authorisation sought for the development application 782/D014/08 is not granted, or if granted, lapses or expires by virtue of the provisions of the Act without being implemented by the Owner; or
- 7.2 The Registrar-General does not deposit the plan for the proposed division in the Land Titles Registration Office;

THEN 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 notation of the Deed of Rescission on the relevant Certificate of Title will be borne by the Owner.

8. MISCELLANEOUS

8.1 Alteration

This deed may be altered only by a supplementary deed signed by each party.

8.2 Approvals and consents

Unless otherwise provided, the Council may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this deed.

8.3 Entire agreement

This deed:

- 8.3.1 constitutes the entire agreement between the parties about its subject matter;
- 8.3.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

8.4 Waiver

A waiver of a provision of or right under this deed:

- 8.4.1 must be in writing signed by the party giving the waiver;
- 8.4.2 is effective only to the extent set out in the written waiver.

8.5 Exercise of power

- 8.5.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this deed is not a waiver of that power or right.
- 8.5.2 An exercise of a power or right under this deed does not preclude a further exercise of it or the exercise of another right or power.

8.6 Survival

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this deed, remains in force after the expiration or termination of this deed.

8.7 Governing law

- 8.7.1 This deed is governed by the law in South Australia.
- 8.7.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts in South Australia.

9. NOTICES

- 9.1 A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

- 9.1.1 in writing, in English and signed by a person authorised by the sender; and
- 9.1.2 hand delivered or sent by pre paid post or facsimile to the recipient's address or facsimile number specified below, as varied by any Notice given by the recipient to the sender, or affixed in a prominent position on the Land.

- 9.2 At the date of this deed, the addresses and facsimile numbers for Notices are:

DISTRICT COUNCIL OF CEDUNA
Address: PO Box 175, CEDUNA SA 5690
Facsimile no: 08 8625 3435
Attention: Chief Executive Officer

PETER NORMAN BETTS Address: c/- Carramatta Holdings Pty Ltd,
PO Box 583, UNLEY SA 5061 Facsimile no: 08 8357 9422
Attention: Mr Scott Rowlands

- 9.3 A Notice is deemed to be received:

- 9.3.1 if hand delivered or affixed in a prominent position on the Land, on delivery or affixing;

9.3.2 if sent by prepaid mail, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);

9.3.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender.

However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

9.4 If two or more people comprise a party, Notice to one is effective Notice to all.

10. COSTS

The Owner must pay to the Council on demand the Council's costs and expenses (including legal costs and expenses) of preparing, stamping and noting this deed.

EXECUTED as a deed

The common seal of DISTRICT COUNCIL OF Ceduna was affixed in the presence of:




.....
Signature of Mayor

ALAN JOHN SYTER.
.....
Name of Mayor (print)


.....
Signature of Chief Executive Officer
(Please delete as applicable)

ANTHONY JOHN IRVINE
.....
Name of Chief Executive Officer (print)

SIGNED by the said **PETER**
NORMAN BETTS in the presence of:)
)
)


.....
Signature of Witness

TREVOR JOHN SMART
.....
Name of Witness (print)


.....
✓

The Owner certifies pursuant to section 57(4) of the Act that no other person has a legal interest in the Land.

.....
PETER NORMAN BETTS

A handwritten signature in black ink, appearing to read 'P. Norman Betts', written over a dotted line. A long horizontal stroke extends from the end of the signature to the right.

BEARING DATUM: MGA94 ZONE: 53
 DERIVATION:
 TOTAL AREA:



DECRES
 HASTINGS RD
 PUBLIC RD

VIDE ENLGT E1 SHEET 3

1000*
 (1042m²)

D45533

BAY

VIDE ENLGT E2 SHEET 4

1001*
 (21.02ha)

ROAD

VIDE ENLGT E2 SHEET 4

BOSANQUET BAY

VIDE ENLGT E3 SHEET 5

2000
 567.7ha

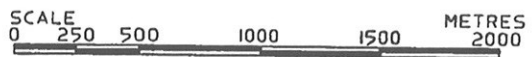
D45533

SEC 267

VIDE ENLGT E4 SHEET 6

1003
 192ha APPROX

DECRES BAY



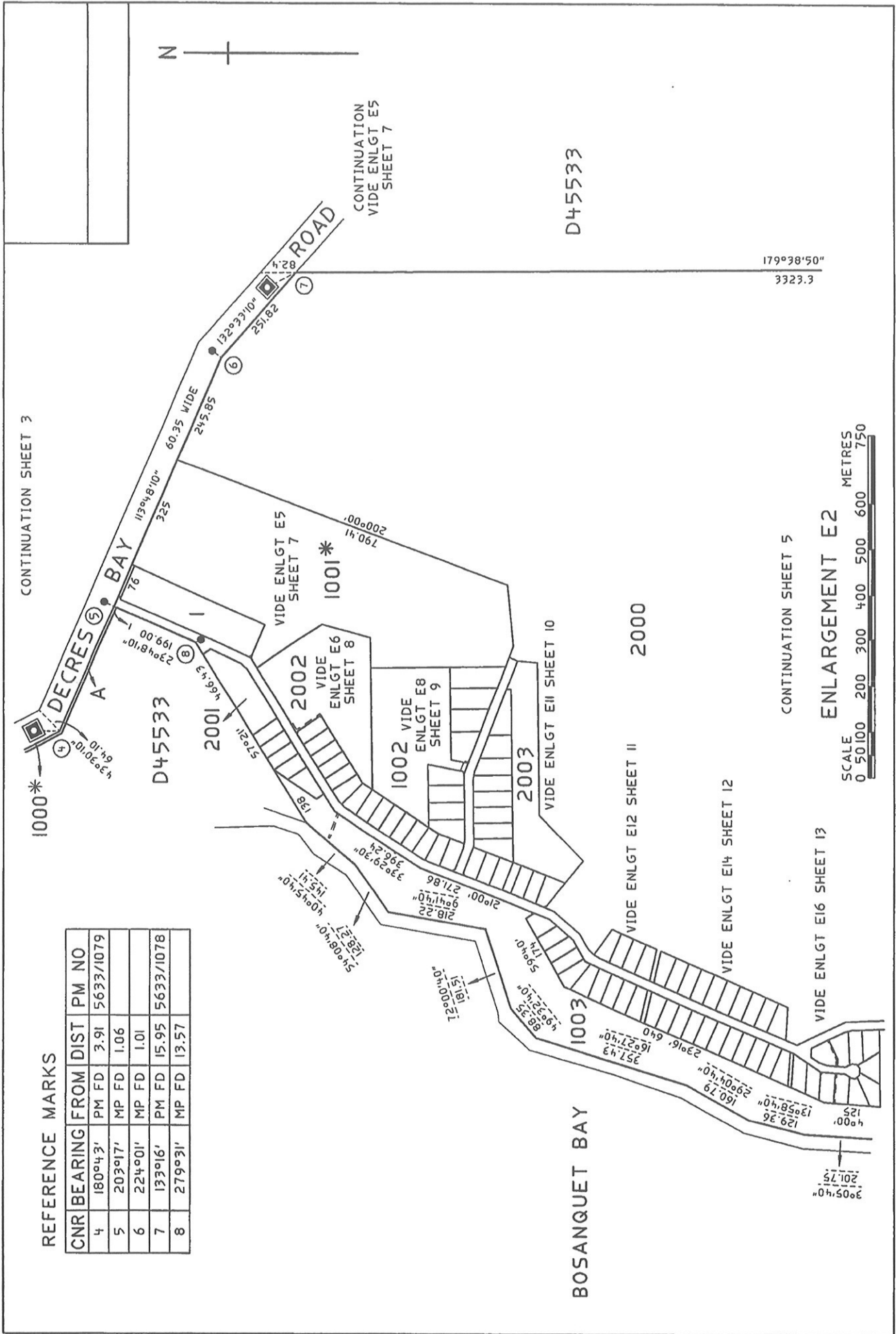
PIECES SCHEDULE

ONE ALLOTMENT COMPRISES	TOTAL AREA
1000 & 1001	21.12ha

* Asterisk denotes PIECE identifier only.

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
4	180°43'	PM FD	3.91	5633/1079
5	203°17'	MP FD	1.06	
6	224°01'	MP FD	1.01	5633/1078
7	133°16'	PM FD	15.95	5633/1078
8	279°31'	MP FD	13.57	



REFERENCE MARKS

CNR	BEARING FROM	DIST	PM NO
9	32°20'	PM FD	55.35 5633/1606
10	+	PM	+ 5633/1785



ENLARGEMENT E6

D45533

2001
1.226ha

CONTINUATION VIDE
ENLARGEMENT E5 SHEET 7



100I*

BOULEVARD
20 WIDE

2002
5.102ha

D(T/F)
VIDE
ENLGT E7

2002

D(T/F)

32

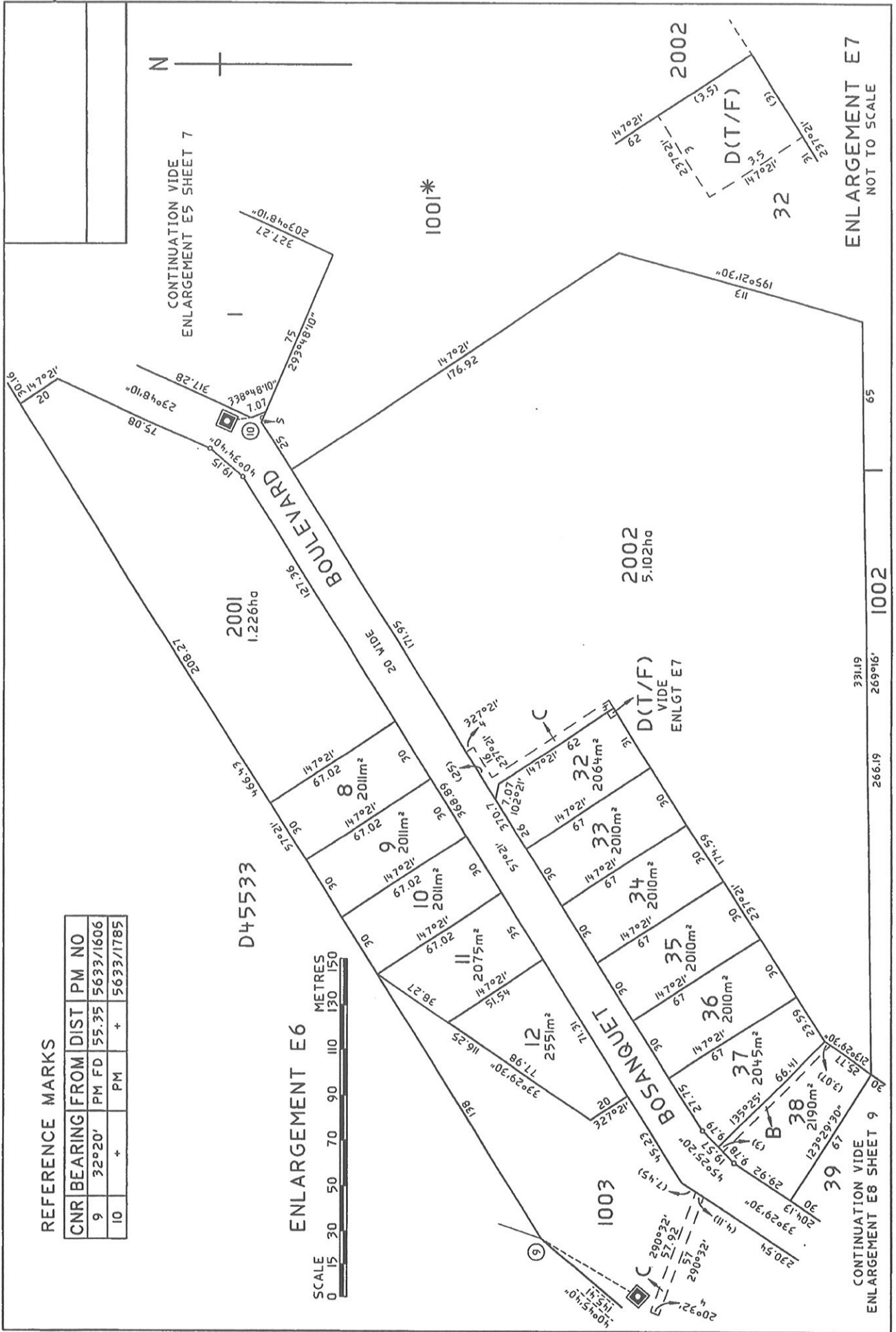
ENLARGEMENT E7
NOT TO SCALE

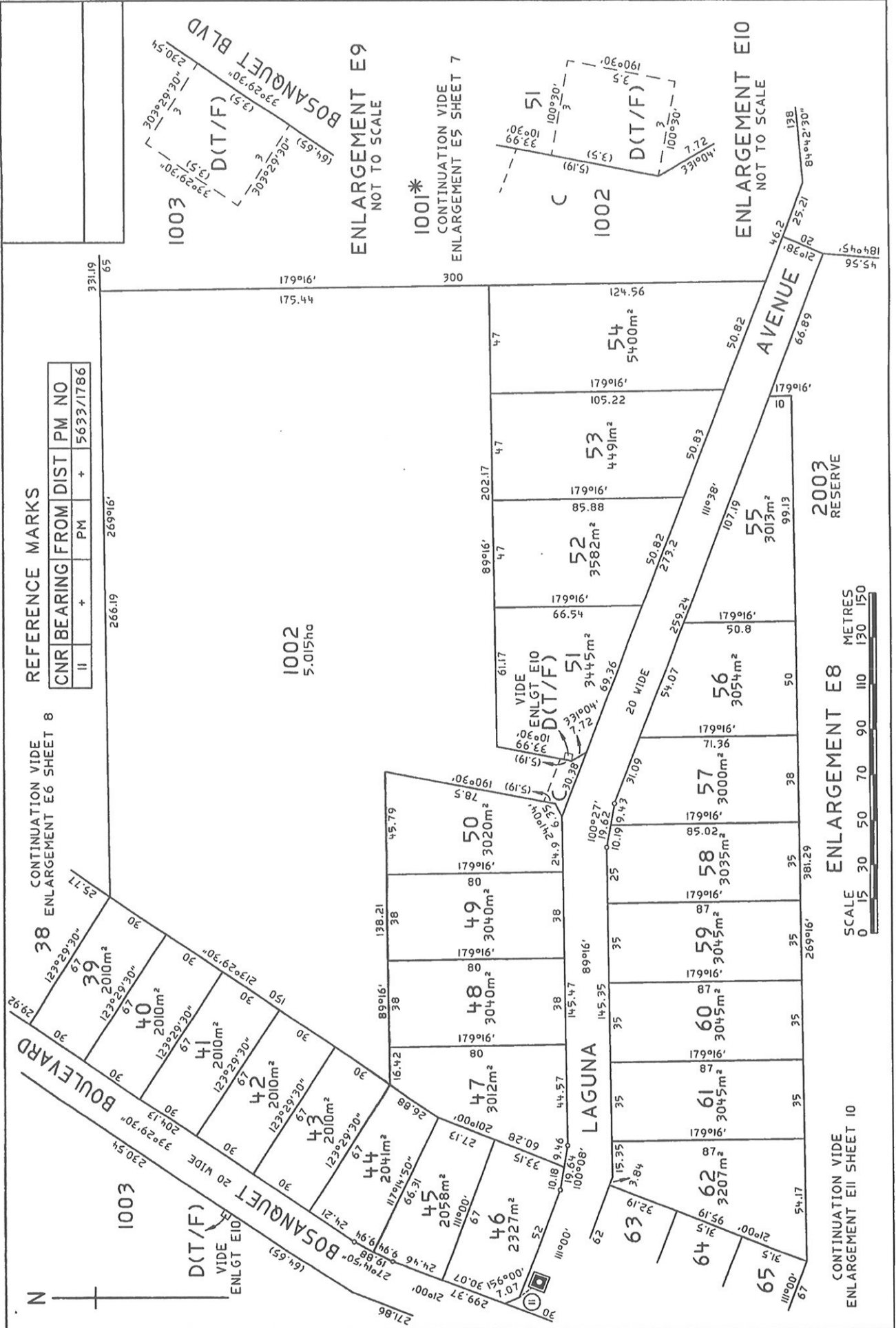
1002

381.19
269.19

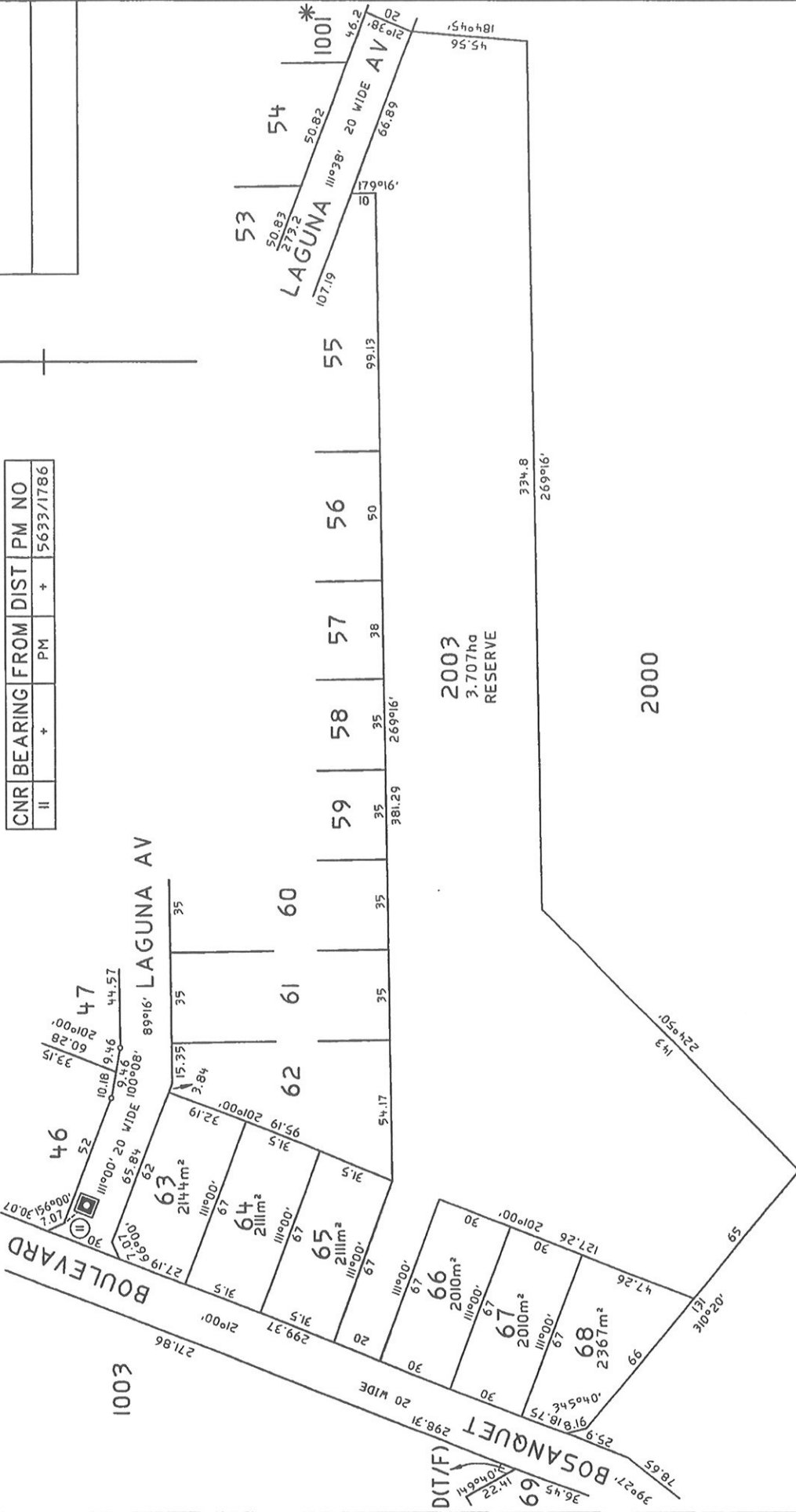
266.19

CONTINUATION VIDE
ENLARGEMENT E8 SHEET 9





CONTINUATION VIDE ENLARGEMENT E8 SHEET 9



REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM	NO
II	+	PM	+	5633/1786	

2003
3,707ha
RESERVE

2000

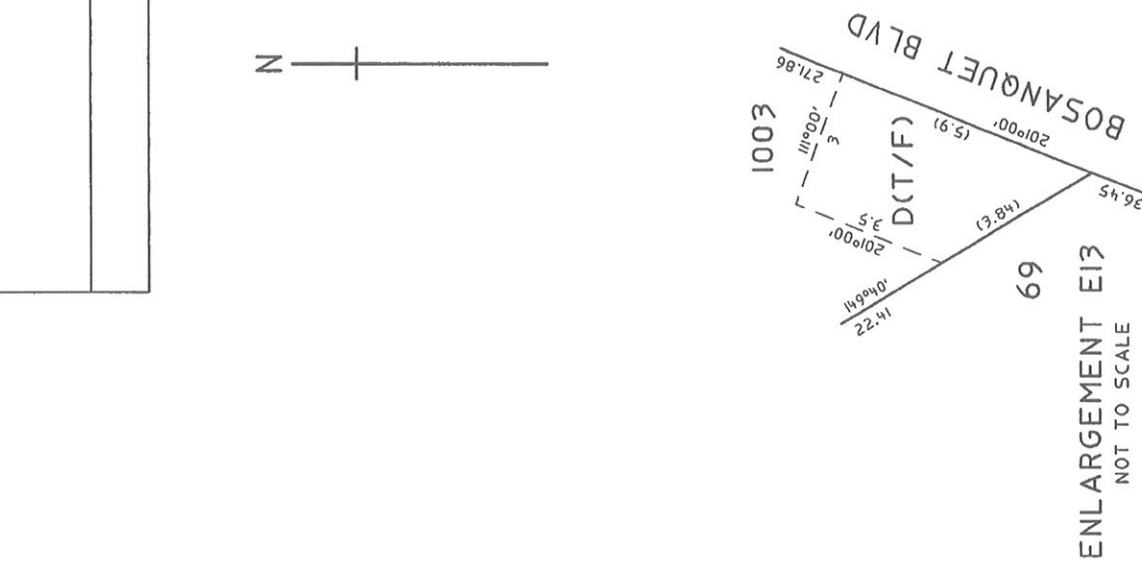
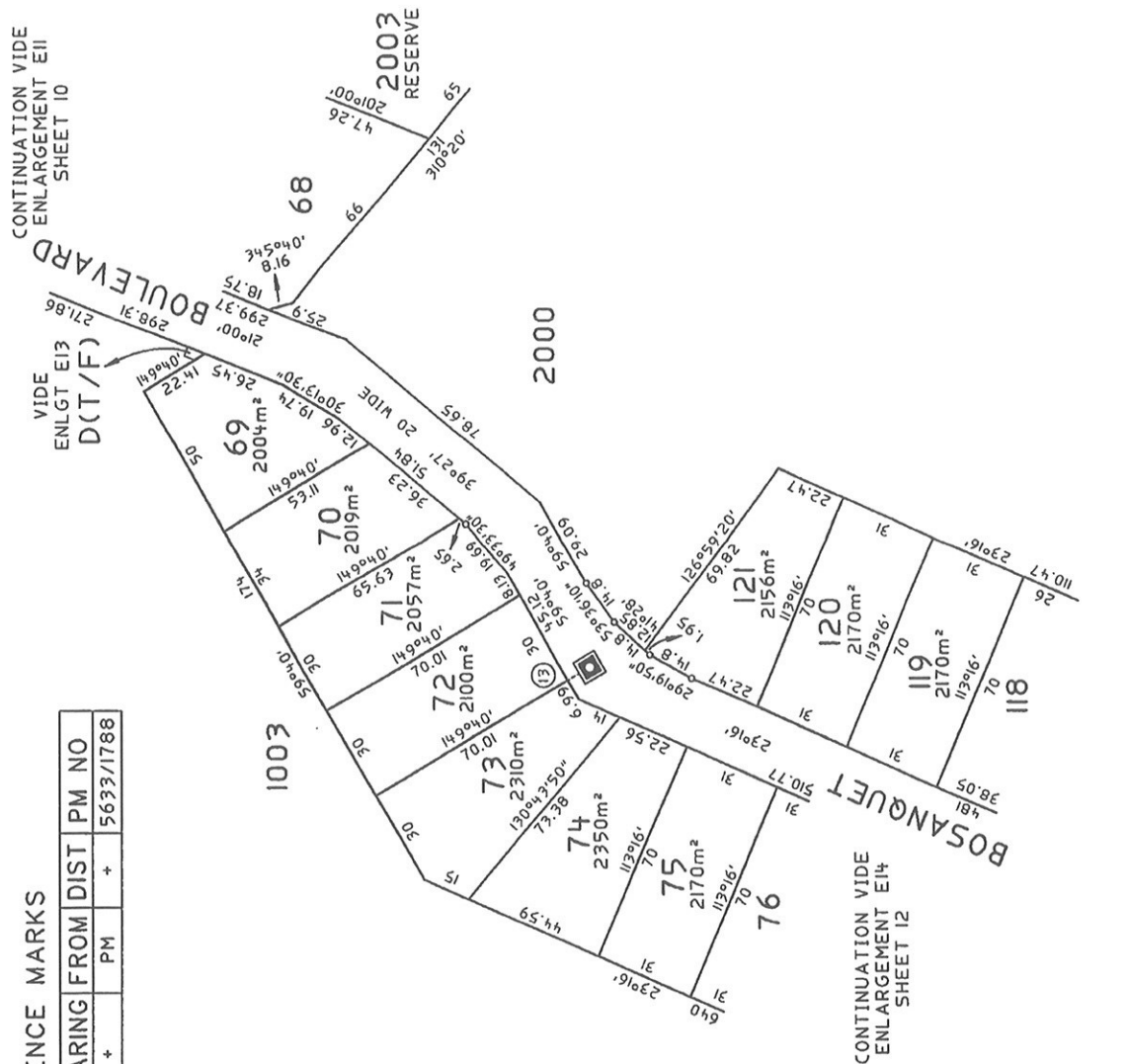
ENLARGEMENT EII



CONTINUATION VIDE ENLARGEMENT E12 SHEET II

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM	NO
13	+	PM	+	5633/1788	



ENLARGEMENT E13
NOT TO SCALE

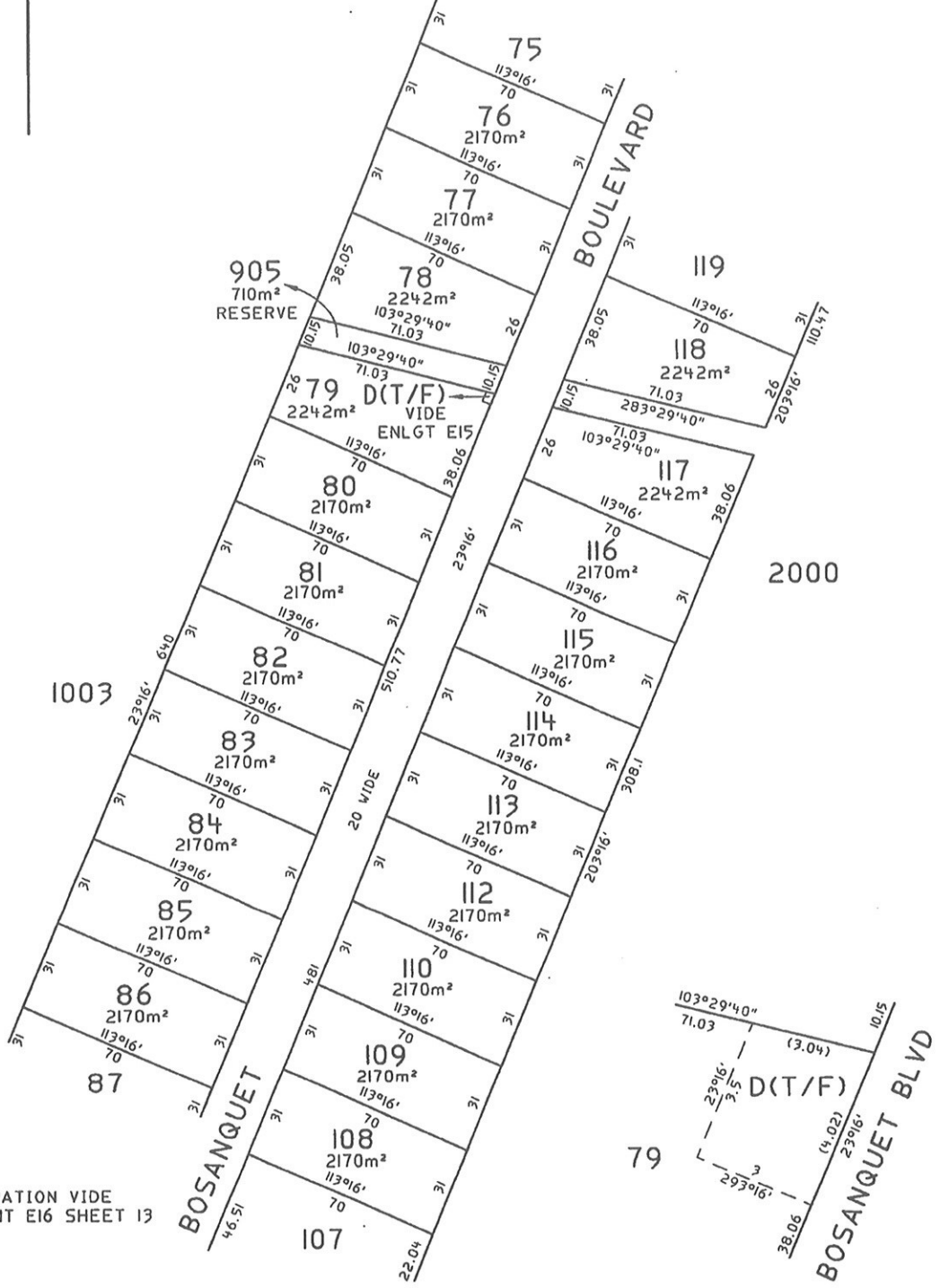


CONTINUATION VIDE
ENLARGEMENT E14
SHEET 12

CONTINUATION VIDE
ENLARGEMENT E11
SHEET 10



CONTINUATION VIDE
ENLARGEMENT E12 SHEET II



CONTINUATION VIDE
ENLARGEMENT E16 SHEET 13

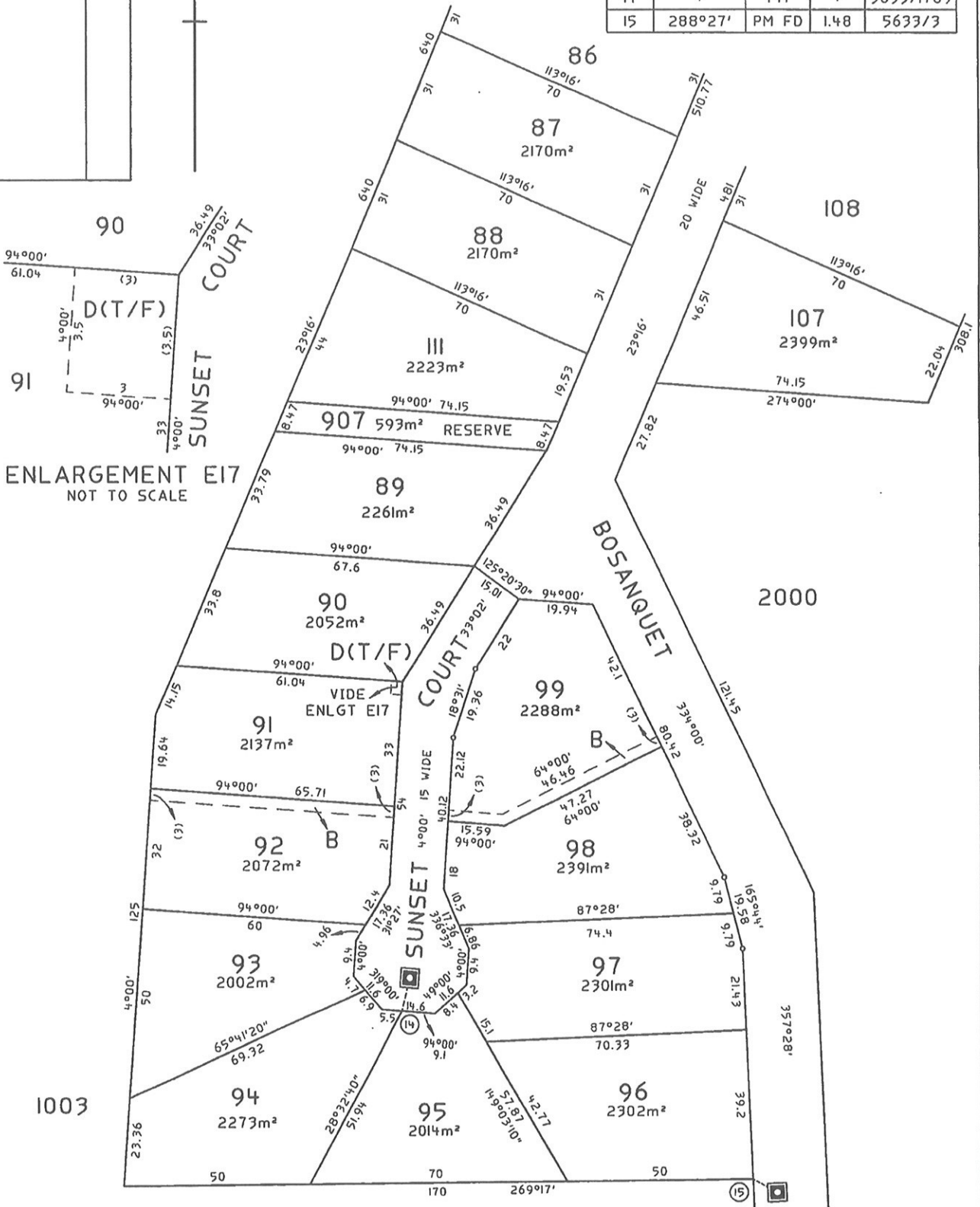
ENLARGEMENT E15
NOT TO SCALE



CONTINUATION
VIDE ENLARGEMENT E14 SHEET 12

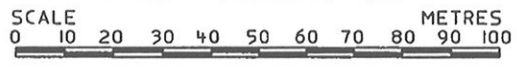
REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
14	+	PM	+	5633/1789
15	288°27'	PM FD	1.48	5633/3



ENLARGEMENT E17
NOT TO SCALE

ENLARGEMENT E16

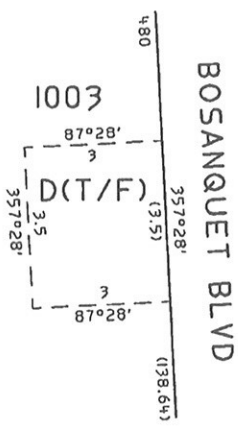
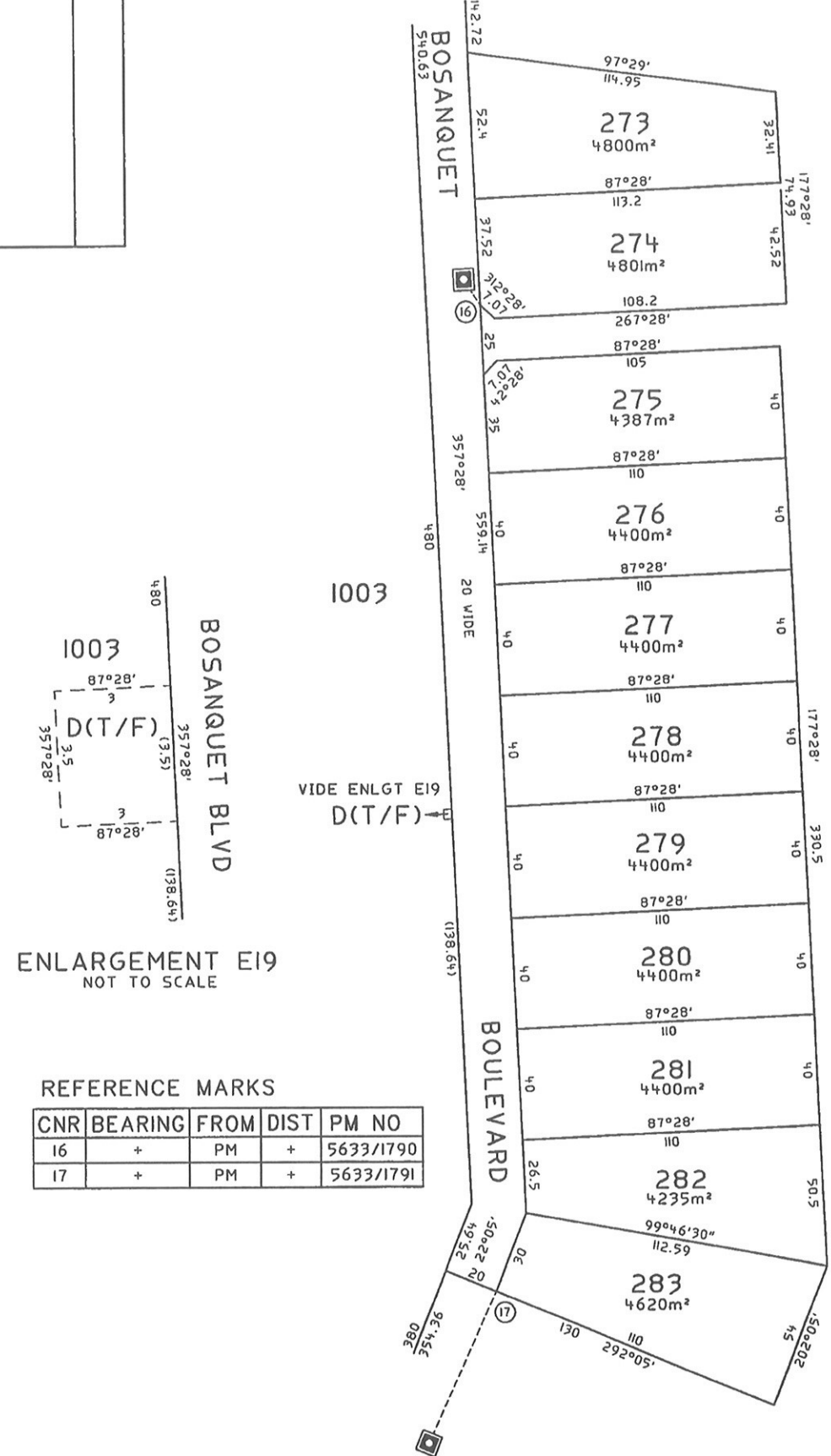


CONTINUATION VIDE ENLARGEMENT E18 SHEET 14

BOULEVARD

510.63
480

142.72
97°29'
114.95
52.4
559.14
273



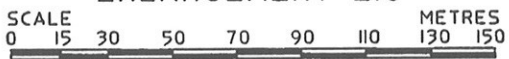
ENLARGEMENT E19
NOT TO SCALE

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
16	+	PM	+	5633/1790
17	+	PM	+	5633/1791

VIDE ENLGT E19
D(T/F)

ENLARGEMENT E18



Ceduna Waters
Environmental and
Design Guidelines

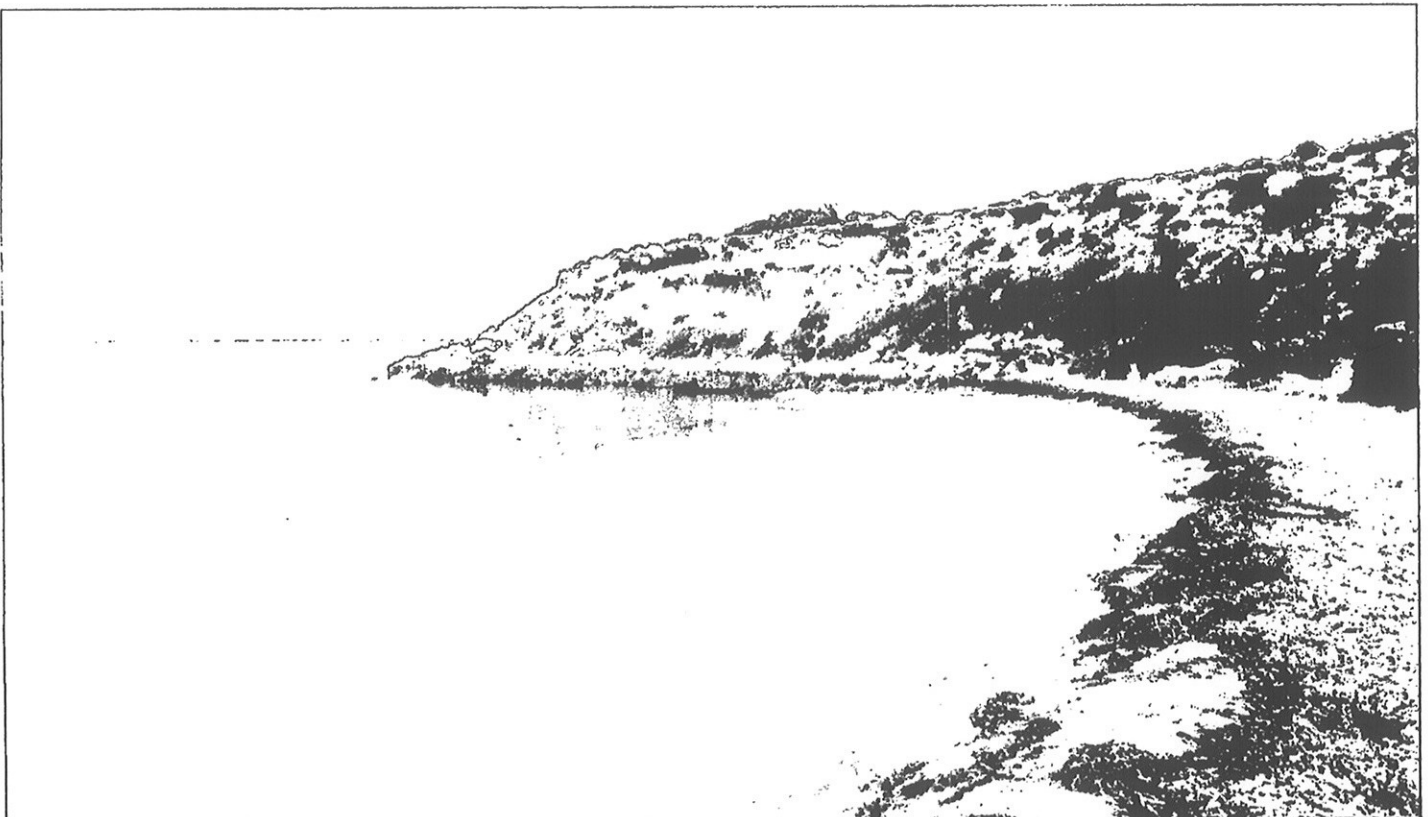


Ceduna Waters Design Guidelines

A Land Management Agreement (LMA) will be registered over all of the allotments in the Ceduna Waters Estate. The LMA has two key purposes, being to regulate services and protect the environment and to protect your investment at Ceduna Waters by setting a reasonable minimum standard for Development. These purposes are achieved through adherence to these Design Guidelines.

As an owner of land at Ceduna Waters you will be bound by both the LMA and Design Guidelines. It is your responsibility to ensure that you meet the requirements of the Design Guidelines, **and** seek the consent of Council to use or develop the land under the Development Act, 1993 and Council's Development Plan.

The LMA and Guidelines are not onerous, but require 'common sense' design and management techniques to protect the environment and ensure that land, buildings and structures do not become unsightly.



Service & Environmental Controls

Water

Allotments at Ceduna Waters are not serviced by a reticulated water supply.

All allotment owners are required to install tanks on their site for the collection of water.

The basic requirement is for 44000 litres of tank storage, connected to a minimum of 200 square metres of total roof area (including the dwelling and outbuildings), and plumbed into the dwelling. For each bedroom over three (3) in a dwelling, an additional 10000 litres of storage and 100 square metres of roof collection area is required.

Occupation of a dwelling at Ceduna Waters is not permitted unless a suitable system for the collection and supply of water has been installed.

Each allotment owner will be required to submit to Council a plan that shows the collection area, tank storage capacity and tank location. It will be simplest to do this when the dwelling application is submitted to Council for planning approval.

Once the dwelling has been constructed, a Council officer will conduct an inspection to ensure that the water supply has been constructed in accordance with the plan submitted to Council. Once this has been verified by the inspection, Council will issue written correspondence to the owner, permitting occupation of the dwelling, subject to compliance with the LMA and Design Guidelines and other relevant statutory requirements.

Electricity

Electricity will be available to allotments.

Allotments containing a dwelling must be connected to electricity.

On-site generation of electricity using generation equipment having an internal combustion engine is not permitted, other than in circumstances when the mains supply fails.

The use of solar photovoltaic cells for the generation of electricity is encouraged.

Landscaping

Landscaping using appropriate species of indigenous plants is encouraged to stabilise allotment and prevent erosion from wind or water runoff.

A list of suitable species for planting as groundcovers, shrubs and trees is provided at the end of this document. A list of species that are not encouraged and are not permitted to be established is also provided.

Vegetation

Allotments at Ceduna Waters are subject to the Native Vegetation Act, 1991.

During the approval process for the land division, the developer will seek approval for the removal of some vegetation on the site to ensure that all allotments have ample room to construct a dwelling and outbuildings. The developer will undertake such approval once approved.

The majority of allotments are substantially clear of native vegetation as they have been previously used as cropping and grazing land.

Further clearance of vegetation is not encouraged as it is The Dunes' responsibility to seek any approvals required under the Native Vegetation Act, 1991.

Animal Stocking Rates

Many of the larger allotments at Ceduna Waters are suitable for the keeping of animals.

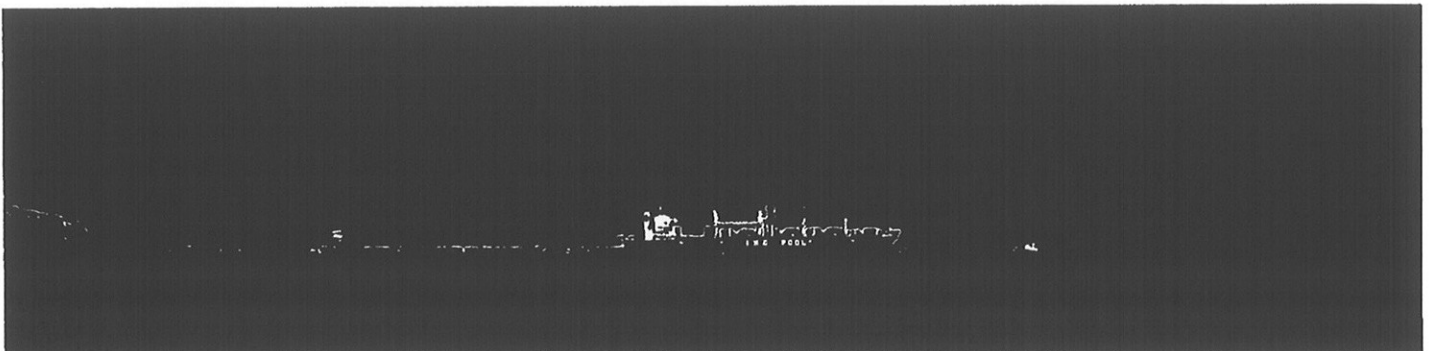
However, the environment is sensitive, and stocking rates must be appropriate to prevent erosion and other environmental degradation.

Animals are only permitted to be kept on allotments on which there is an occupied dwelling, or on adjacent land held in the same ownership as land on which there is an occupied dwelling.

The following limits on stocking rates apply to allotments at Ceduna Waters:

- Dogs: A maximum of two (2) dogs per allotment are permitted;
- Cats: A maximum of two (2) cats per allotment are permitted and must be kept within dwellings or fully enclosed external enclosures;
- Horses: An area of 2 hectares per horse must be dedicated to the keeping of horses, together with an approved stable or similar shelter for each horse;
- Sheep & Goats: A minimum of 1 hectare must be dedicated to each sheep or goat;
- Other non-domestic land based animals: Permission must be gained from Council prior to animals being permitted on a property.

Where permission must be gained from Council for the keeping of an animal, with a copy of such permission kept at the property at all times when animals are kept on the allotment. Adequate groundcover in areas occupied by animals must be maintained at all times to the satisfaction of Council.



Design Guidelines: Buildings

To protect your investment, all buildings at Ceduna Waters will be required to conform to the following Design Guidelines. These Design Guidelines are not intended to be onerous, but to protect owners investment by ensuring all buildings and structures meet a reasonable minimum standard of design. They are in addition to the provisions in Council's Development Plan made under the Development Act, 1993.

Site Coverage

For allotments of 3000 square metres or less in area, a maximum of 35% of the allotment area may be covered with buildings.

For allotments of 3000 square metres and less than 6000 square metres in area, a maximum of 27.5% of the allotment area may be covered with buildings.

For allotments of 6000 square metres and less than 15000 square metres in area, a maximum of 20% of the allotment area may be covered with buildings.

For allotments of more than 15000 square metres in area, a maximum of 15% of the allotment area may be covered with buildings.

For the purposes of determining site coverage; buildings includes the dwelling, attached garages and carports, or freestanding verandahs and pergolas with non water permeable roofing material, outbuildings including sheds, garages, gazebos, animal shelters and similar.

Setbacks

The majority of allotments require buildings and structures to be setback a minimum of 12 metres from the street.

Where an allotment has two street frontages the primary setback is to be 12 metres and the secondary setback is to be at least 6 metres. The primary setback shall be deemed to be the street frontage with the shortest length (excluding corner cut offs).

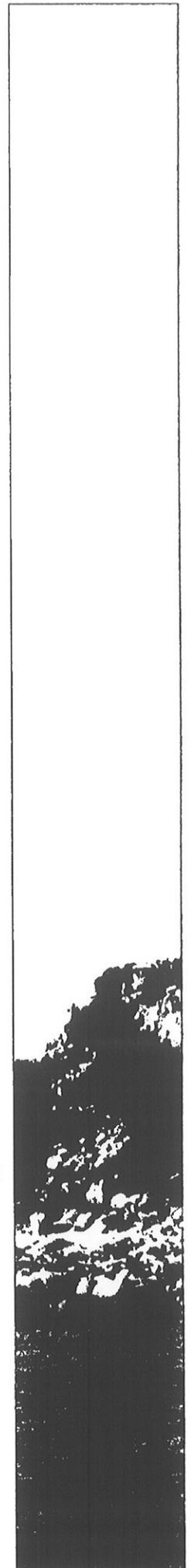
Side setbacks shall be at least 5 metres.

Rear boundary setbacks for the dwelling shall be at least 20 metres.

Sheds may encroach into the rear boundary setback but shall always be sited a minimum of 5 metres from the rear boundary.

Sheds, garages and other outbuildings must be located behind the front facade of the dwelling on each allotment, except as detailed below.

Where an allotment does not have a road between the allotment and the coast, the dwelling may be placed at the rear of the allotment, but must be setback a minimum of 5 metres from this boundary. In such a case sheds, garages and other outbuildings may be located between the dwelling and the street, but must be set back a minimum of 10 metres from the street boundary.



Building Height

Each allotment has been identified as either a one storey or two storey allotment on the attached building height plan.

Single storey dwellings shall have a maximum overall height of 6.5 metres.

Two storey dwellings shall have a maximum overall height of 9 metres.

Maximum overall height is measured from natural ground level or finished ground level (whichever is the higher) to the highest point of the roof (excluding antennae, chimneys and flues).

Allotments 34-46, 63-64, 84-86 and 100-124 may be built up a maximum of 1.5 metres from the existing natural ground level with the measurement.

Sheds are to be a maximum of 5 metres in height on single storey blocks and 6 metres in height on double storey blocks.

No aerials more than 10 metres in total height, which includes the height of the structure on which the aerial is mounted, are permitted.

Satellite dishes more than 1.2 metres in diameter must be ground mounted and no higher than 3.0 metres in total height, measured to the highest point of the installation.

Building Materials

Prefabricated dwellings are permitted, provided however, they shall incorporate prior to occupation a verandah and deck to the front, infill where the dwelling is raised above finished ground level and a carport to one side where no other undercover car parking has been constructed.

Where a prefabricated dwelling has been previously been occupied, permission must be obtained from Council before it can be considered for planning approval. A request for such permission shall include extensive photographic evidence of the condition of the building. Permission is unlikely to be granted where such a building is in poor condition or more than five (5) years old, as the design is no longer likely to meet current building standards.

All steel cladding (including roof cladding) shall be colour coated or painted before occupation of any dwelling. This includes dwellings, sheds, other outbuildings and rainwater tanks.

Roof cladding can be in any non-reflective colour.

All other colour coated steel structures shall be in Colorbond *Paperbark* or equivalent colour.

Energy Efficiency

Energy efficiency measures for dwellings should meet Building Code of Australia requirements.

Driveways

Driveway access between each dwelling and the public road must be in the form of a piped crossover and must be sealed from the road in bitumen, concrete or paving to the property boundary.

Council will provide a standard specification for crossovers.

Fencing

Ceduna Waters aims to preserve an open character. Owners are encouraged to minimise solid fencing where possible.

Three strand 'post and wire' stock fencing is encouraged throughout Ceduna waters and should be considered 'adequate' fencing throughout the development when interpreting the Fences Act, 1975.

Where solid fencing is proposed, it shall be colour coated steel fencing in a 'wavelock' profile in Colorbond *Terrace* or equivalent colour and at a maximum 1500mm (5 feet) in height.

Fencing may be either 'panel' or 'post-and-rail' construction. Where an allotment abuts a reserve, road reserve, walkway or the coast, any post and rails must face into the allotment.

Where an allotment is adjacent allotment 1003, no solid fencing shall be erected adjacent allotment 1003, and no solid side fencing shall be erected within five (5) metres of allotment 1003.

Waste Water Treatment

All dwellings must be connected to an approved aerobic waste water treatment system prior to occupation, in accordance with Public and Environmental Health Act requirements.

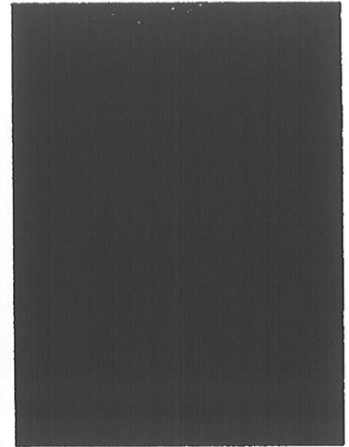


Table 1 Appropriate Species for Landscaping

	Botanical Name	Common Name
#	<i>Acacia ligulata</i>	Umbrella Bush
	<i>Acacia oswaldii</i>	Umbrella Wattle
*	<i>Acrotriche patula</i>	Prickly Ground-berry
	<i>Allocasuarina verticillata</i>	Drooping Sheoak
#*	<i>Alyxia buxifolia</i>	Sea Box
#	<i>Atriplex paludosa ssp. cordata</i>	Marsh Saltbush
#	<i>Atriplex vesicaria ssp.</i>	Bladder Saltbush
#*	<i>Beyeria lechenaultii</i>	Pale Turpentine Bush
#	<i>Carpobrotus rossii</i>	Native Pigface
*	<i>Cratystylis conocephala</i>	Bluebush Daisy
#	<i>Danthonia sp.</i>	Wallaby-grass
#	<i>Dianella evolute var. revoluta</i>	Black-anther Flax-lily
*	<i>Diplotaxis sp.</i>	Rocket
#	<i>Disphyma crassifolium ssp. clavellatum</i>	Round-leaf Pigface
#	<i>Dodonaea baueri</i>	Crinkled Hop-bush
	<i>Dodonaea stenozyga</i>	Desert Hop-bush
	<i>Enchylaena tomentosa var. tomentosa</i>	Ruby Saltbush
#	<i>Eremophila deserti</i>	Turkey-bush
#	<i>Eremophila glabra ssp.</i>	Tar Bush
#	<i>Eremophila weldii</i>	Purple Emubush
^	<i>Eucalyptus brachycalyx</i>	Gilja
^	<i>Eucalyptus dumosa</i>	White Mallee
^	<i>Eucalyptus gracilis</i>	Yorrell
^	<i>Eucalyptus oleosa</i>	Red Mallee
*	<i>Exocarpos aphyllus</i>	Leafless Cherry
#	<i>Frankenia pauciflora var.</i>	Southern Sea-heath
#*	<i>Geijera linearifolia</i>	Sheep Bush
	<i>Maireana astrotricha</i>	Low Bluebush
#	<i>Maireana brevifolia</i>	Short-leaf Bluebush
	<i>Maireana pentatropis</i>	Erect Mallee Bluebush
#	<i>Melaleuca lanceolata ssp. lanceolata</i>	Dryland Tea-tree
	<i>Melaleuca pauperiflora</i>	Boree
#	<i>Myoporum insulare</i>	Common Boobialla

#	<i>Myoporum platycarpum</i> ssp.	False Sandalwood
#	<i>Nitraria billardierei</i>	Nitre-bush
#	<i>Olearia axillaris</i>	Coast Daisy-bush
	<i>Pimelea serpyllifolia</i>	Coastal Rice Flower
#	<i>Pittosporum angustifolium</i>	Native Apricot (needs a host - ie, wattle)
	<i>Ptilotus obovatus</i> var.	Silver Mulla Mulla
#	<i>Pultenaea elachista</i>	Limestone Bush-pea
	<i>Rhagodia candolleana</i> ssp.	Sea-berry Saltbush
#	<i>Rhagodia crassifolia</i>	Fleshy Saltbush
	<i>Santalum acuminatum</i>	Quandong
#	<i>Scaevola spinescens</i>	Spiny Fanflower

- * Difficult to propagate
- # Garden / Landscape species
- ^ Suitable for parks or larger blocks

Table 2 Inappropriate Species

Botanical Name	Common Name
<i>Acacia saligna</i>	Golden Wreath Wattle
<i>Acacia longifolia</i>	Coastal Wattle
<i>Acacia sophorae</i>	Coastal Wattle
<i>Agave spp.</i>	Succulent
<i>Eucalyptus platypus</i>	Moort
<i>Eucalyptus platypus heterophylla</i>	Round-leaf Moort
<i>Eucalyptus torquata</i>	Coral Gum
<i>Eucalyptus gomphocephala</i>	Tuart
<i>Gazania linearis</i>	Gazania
<i>Leptospermum laevigatum</i>	Coastal teatree
<i>Melaleuca armillaris</i>	Bracelet Honey Myrtle
<i>Schinus molle</i>	Pepper Tree
<i>Tamarix aphylla</i>	Athel Pine