

TO: THE REGISTRAR GENERAL

THE DISTRICT COUNCIL OF STREAKY BAY of PO Box 179, STREAKY BAY SA 5680 HEREBY APPLIES pursuant to the provisions of Section 57(5) of the Development Act, 1993 for the noting of the attached Deed dated the day of 20 and made between THE DISTRICT COUNCIL OF STREAKY BAY aforesaid as the Council of the one part and (PURCHASERS' NAME & ADDRESS) 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 Allotment 1003 in DP 72052 being the whole of the land in Certificate of Title Register Book VOLUME 5970 FOLIO 979 and operates to control the future conservation, preservation and management of the said land.

DATED the day of 20

THE COMMON SEAL of THE DISTRICT COUNCIL OF STREAKY BAY was hereunto affixed in the presence of:

.....
Mayor/Chairman

.....
Chief Executive Officer

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

.....
(PURCHASER)

.....
(PURCHASER)

.....
Signature of WITNESS – signed in my presence by the Owner
Who is either personally known to me or has satisfied me as
to his or her identity*

.....
Print Full Name of Witness (Block Letters)

.....
Address of Witness

.....
Business hours phone number

THIS DEED is made the _____ day of _____ 20____

BETWEEN: **THE DISTRICT COUNCIL OF STREAKY BAY** of PO Box 179, Streaky Bay SA 5680 (hereinafter with its successors and assigns called “the Council”) of the one part

AND: **PURCHASERS’ NAME** _____ both of _____ (Address) (hereinafter with their or its executors administrators successors and assigns as the case may be called “the Owner”) of the other part

RECITALS:

- A. The Owner is the proprietor of an estate in fee simple in the whole of the land comprised in Allotment 1003 in DP 72052 being the whole of the land in Certificate of Title Register Book Volume 5970 Folio 979 (hereinafter called “the Land”);
- B. By a Development Application numbered 781/D007/07 (hereinafter called “the Application”) the Council sought authorisation pursuant to the provisions of the Development Act, 1993 (hereinafter called “the Act”), from the Development Assessment Commission, to develop the land comprised in Certificate of Title Register Book Volume 5970 Folio 979 (“the Council Land”) by dividing the land involving the creation of 30 allotments (hereinafter called “the proposed development”). A copy of the Plan of Division for the proposed development is attached hereto and marked Attachment 1;
- C. By Decision Notification Form dated 25 September 2007 the Council was granted development approval under the Act to undertake the proposed development on the Council land.
- D. The land is one of the allotments created by the proposed development.
- E. Pursuant to the provisions of Section 57(2) of the Development Act 1993, the Owner has agreed with the Council to enter into this Deed relating to the development of the land subject to terms and conditions hereinafter mentioned.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters hereinbefore recited 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 and any attachments to this Deed unless the context shall otherwise require or admit:
 - 1.2.1 Words and phrases used in this Deed which are defined in the Development Act 1993 shall have the meanings ascribed to them by the Act or the Regulations as the case may be;

- 1.2.2 References to any statute or subordinate legislation shall include all statutes and sub-ordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;
- 1.2.3 The term “the Owner” where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his 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 or entitled to be registered as the proprietor of an estate in fee simple to the Land subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- 1.2.4 The term “person” shall include a corporate body;
- 1.2.5 The term “the Land” shall include the whole of the said land above described;
- 1.2.6 The expression “building structure” shall mean –
any building or outbuilding;
and without limiting the generality of the foregoing shall include any dwelling, garage, carport, verandah or pergola.
- 1.2.7 The expression “road boundary” shall mean any boundary of the land adjacent to a public street or road;
- 1.2.8 Words importing the singular number or plural number shall be deemed to include the plural number and singular number respectively
- 1.2.9 Words importing any gender shall include every gender;
- 1.2.10 the term “Average Level” is the average of the level of the highest and the lowest points of the natural ground surface for each allotment as determined by the Owner and as shown in the Table in Annexure A to the Design Guidelines.
- 1.2.11 The term “Design Guidelines” refers to the Blancheport Heights Design Guidelines which form Attachment 2 to this Deed.
- 1.2.12 Natural ground surface values are derived from the natural surface contours and are delineated on Andrew and Associates Pty Ltd Plan No.207091-7 as shown in Attachment 3. The plan contours are derived from field survey. The level datum for this plan is the Australian Height Datum (AHD) which has an approximate value of 0.000 metres at Mean Sea Level for the Streaky Bay area.

- 1.2.13 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally;
- 1.2.14 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 and in such case the parties hereby request and direct such court to sever such provisions from this Deed.
- 1.4 This Deed binds the whole of the land.
- 1.5 The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

2. **OWNER'S OBLIGATIONS**

- 2.1 The owner hereby agrees that:
 - 2.1.1 The Owner shall not cause, suffer or permit the construction or erection of any single detached dwelling upon the land, which is less than 100 square metres in area, excluding from that calculation, verandahs, porches and similar structures.
 - 2.1.2 The Owner shall not commence or proceed with or cause, suffer or permit the commencement of any building work on the land unless plans and such other information relating thereto, as may be required pursuant to the terms of this Deed have been submitted to and approved in writing by the Council prior to any such construction or erection.
 - 2.1.3 The Owner shall not cause, suffer or permit the construction or erection upon the land of any building or structure otherwise than in strict accordance with the terms and conditions of any such written approval, given by the relevant planning authority pursuant to this Deed
 - 2.1.4 The Owner shall not cause, suffer or permit any sheds or garages on the land to be used as temporary or permanent accommodation.
 - 2.1.5 The Owner shall not cause, suffer or permit the erection of more than one dwelling on the land.
 - 2.1.6 The Owner shall not cause, suffer or permit any application for the division of the land pursuant to the Real Property Act 1886 or deposit a Strata Plan pursuant to the Strata Titles Act 1988 or the Community Titles Act 1996 except however that this restriction shall not apply to any division of the land for the purpose of altering boundaries between allotments in circumstances where the said division will not create any additional allotments.

2.2 DESIGN GUIDELINES

- 2.2.1 The Owner hereby agrees to ensure that any development on the land shall be undertaken in accordance with the provisions set out in the “Blancheport Heights Design Guidelines” (attached hereto and marked Attachment 2).
- 2.2.2 The Owner hereby agrees not to cause, suffer or permit any act or activity to occur on the land in contravention of the provisions and requirements contained in the Blancheport Heights Design Guidelines.

3. MISCELLANEOUS PROVISIONS

- 3.1 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:-
 - 3.1.1 Inspecting the land and any building, structure or apparatus thereon;
 - 3.1.2 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 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 servants or agent 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 incur from the Owner.
- 3.3 If in a notice referred to in Clause 3.2 hereof the Council requires the removal of the building or structure from the land, the Council and its servants or agents are hereby 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 shall have any monetary value than the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to and pay the Owner the realised value less all expenses incurred.
- 3.4 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.
- 3.5 The Council may waive compliance by the Owner with the whole or any part of the obligations on the owner’s past herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.
- 3.6 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.
- 3.7 The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to

the negotiations, preparation, stamping and registration of this Deed and the implementation and enforcement of its terms.

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

3.9 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 Certificate of Title for the land pursuant to the provisions of Section 57 (2) of the Development Act in priority to any other registrable interest in the land save and except for the estate and interest of the Owner therein.

EXECUTED as a deed

THE COMMON SEAL of **THE DISTRICT**)
COUNCIL OF STREAKY BAY was)
hereunto affixed in the presence of:)
)

..... Mayor/Chairman

..... Chief Executive Officer
SIGNED by the said)
(PURCHASERS' NAMES))
in the presence of:)
)
)
)
.....)
Witness)
)
.....

Print Name of Witness

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.

.....
(PURCHASER)

.....
(PURCHASER)

DATED

20

BETWEEN:

**THE DISTRICT COUNCIL OF STREAKY
BAY**

of the one part

AND

**(PURCHASER)
(PURCHASER)
(the Owner)**

of the other part

**LAND MANAGEMENT AGREEMENT
BY DEED**

NORMAN WATERHOUSE
Lawyers
Level 15
45 Pirie Street
ADELAIDE SA 5000

Telephone: 8210 1200

DISTRICT COUNCIL OF STREAKY BAY

NOTICE RE: PROPOSED LAND MANAGEMENT AGREEMENT

It is a condition of the Contract of Sale for the land you are about to purchase that you enter into a Land Management Agreement with the District Council of Streaky Bay. The land is an allotment created as a result of a land division undertaken by the Council. Land Management Agreements can be entered into between the owner of land and a Council under Section 57(2) of the Development Act, 1993 for purposes relating to the development, management, preservation or conservation of land.

The proposed Land Management Agreement will impose certain restrictions and limitations on your use of the land you are purchasing and controlling the nature of building work that can be undertaken on that land. For example, there will be restrictions on the overall height of buildings depending on where the particular piece of land is located in the land division, imposing setbacks distances for buildings from the street boundary and restricting the amount of excavation that can be undertaken on the land. The Council intends to ensure that each allotment sold in this particular land division is subject to the same restrictions.

The Council requires the Land Management Agreements (LMAs) to ensure that each allotment purchased from the Council is developed in a manner which is consistent with the objectives and Principles of Development Control which are contained in Council's Development Plan.

A Land Management Agreement is noted against the title to your land. Once noted, it binds both you and any future owner of the land. Thus purchasers of your land will be bound by the same obligations as you when you owned the land.

Failure to comply with a Land Management Agreement can be the subject of enforcement proceedings under the Development Act. The Council or any other interested person could apply to the Environment, Resources and Development Court for an order compelling you to comply with the agreement's terms.

You should read the draft LMA very carefully. You may like to seek legal advice on its contents and the obligations imposed on you by the Land Management Agreement.

ATTACHMENT 2

BLANCHEPORT HEIGHTS DESIGN GUIDELINES

In these guidelines the references to allotments and allotment numbers is to the allotments created by the division of the Council land being the development described as “the proposed development” in Clause B of the recitals to the Land Management Agreement.

1 HEIGHT OF BUILDINGS & HEIGHT RESTRICTIONS

- 1.1 Owners shall be aware of the importance of not restricting the views of other land owners by the construction of buildings of excessive height, by the planting of trees, shrubs or other vegetation, or by the erection of any structure.
- 1.2 For allotments numbered 151, 159 – 170 and 175 – 177, building heights shall not exceed five and a half (5.5) metres, being measured from the highest point of the roof to the Average Level immediately below that point in a vertical line.
- 1.3 For allotments numbered 152 – 158, 171 – 174 and 178 – 180, building heights shall not exceed eight and a half (8.5) metres, being measured from the highest point of the roof to the Average Level immediately below that point in a vertical line.
- 1.4 Average Levels for all allotments are shown in Annexure A.
- 1.5 Any disputes related to this matter shall be resolved by the relevant planning authority whose decision will be final and binding.

2 BUILDING APPLICATIONS

- 2.1 All applications for the approval of the relevant planning authority in respect of any building structure or apparatus to be constructed or erected upon any of the allotments on the land shall conform to Council requirements for such applications.
- 2.2 Documentary evidence that the highest point of any structure does not exceed the allowable height as per clause 1 of these Design Guidelines shall be submitted with the application to the relevant planning authority.

3 BUILDING SETBACK

- 3.1 The Minimum set back for all buildings and structures shall be six (6) metres from the allotment boundary which is adjacent to a street, road or thoroughfare with the only exception being a corner allotment. A corner allotment may have a set back of 4 and a half (4.5) metres from the allotment boundary which is adjacent to the street, road or thoroughfare that is not the primary frontage of the building or structure.
- 3.2 The Minimum set back for all buildings and structures shall be one and a half (1.5) metres from the allotment boundary which is adjacent to an open space reserve. The minimum setback for all buildings and structures from the open

space reserves is delineated in Andrew & Associates Plan No 207091-8 as shown in Attachment 4.

4 CONSTRUCTION MATERIALS FOR RESIDENTIAL DWELLINGS

4.1 The following types of construction materials are approved for this development;

Walls: No minimum standard is stipulated as the materials allowable for the construction of walls are variable and as such shall be merit based approval by Council. Refer to Blancheport Heights Development Policy, 4.4.

Roof: Concrete or Terracotta Tiles, Metal Tiles, or pre-coloured Metal sheet Cladding. Galvanised iron and Zinalume sheeting is not an acceptable roofing material.

4.2 The owner shall construct all carports, verandahs and fences of materials and colours to integrate with the dwelling.

4.3 Second hand materials may be incorporated into the design and construction of a dwelling provided that the design has been architecturally prepared, aesthetically acceptable and the structural integrity of the materials is verified.

5 CONSTRUCTION

No excavation for construction will exceed one metre in cut and fill unless approved by the relevant planning authority. Finished floor levels of all buildings will not exceed the values in the table of Annexure A by more than 0.15 metres.

6 CONSTRUCTION MATERIALS FOR DOMESTIC GARAGES AND CARPORTS

6.1 The minimum requirement for external wall cladding shall consist of new colorbond metal material.

6.2 The minimum requirement for Roof cladding shall consist of new colorbond metal material.

6.3 The use of second hand or pre-used materials is unacceptable.

6.4 The use of galvanised iron or zinalume sheeting is unacceptable.

6.5 It is deemed inappropriate to erect a garage prior to the construction/erection of a residential dwelling unless a Development Application has been lodged for a residential dwelling or other evidence can be provided as proof of intention to construct a residential dwelling. Any dwelling intended for construction must be commenced within twelve (12) months of the approval date for a garage or outbuilding.

6.6 Domestic outbuildings ancillary to residential development shall not be used as dwellings or for human habitation on any allotment.

7 FENCING

All external boundary fencing shall be constructed in the following manner unless otherwise approved by Council;

- 7.1 The maximum height of any fence shall be 1.8 metres.
- 7.2 The minimum requirement for fencing shall consist of colorbond metal material; other materials may be acceptable.
- 7.3 For colorbond fencing the following shall apply:
 - 7.3.1 A metal post shall be placed at three metre intervals and each post shall be fitted with a metal cap and;
 - 7.3.2 All fences shall have a minimum of two metal horizontal rails and;
 - 7.3.3 The fixture of cladding, posts and rails shall be as specified by Council.
- 7.4 Galvanised or Zinalume sheeting is considered unsuitable.

For the fencing requirements associated with allotments abutting open space reserves; refer to EDS Policy 07, Blancheport Heights Fencing Policy.

8 BUSINESS AND COMMERCIAL ACTIVITIES

Under no circumstances may any building or structure be used for the construction, storage or sale of items of a business or commercial nature. Some service business activities may be approved within a building or structure but will be merit based and will be assessed on an individual basis.

9 EFFLUENT WASTE DISPOSAL

- 9.1 No allotment may be occupied until an effluent waste disposal system has been installed and approved by the relevant authority under the Waste Control Regulations, 1995 made under the Public and Environmental Health Act, 1987.
- 9.2 The approved effluent waste disposal system shall be connected to the Community Wastewater Management System (CWMS) for the township of Streaky Bay.

10 CONSERVATION

- 10.1 Any development on the land should be undertaken with the minimum effect on the natural features of the land.
- 10.2 Any native vegetation, which has remained on an allotment, shall not be cleared, pruned or trimmed without the express consent of Council.

11 RAINWATER STORAGE

A residential dwelling being connected to a reticulated water supply, shall in addition install a rainwater tank with a minimum capacity of 45,000 litres, unless otherwise approved by Council.

12 TREE RECOMMENDATION

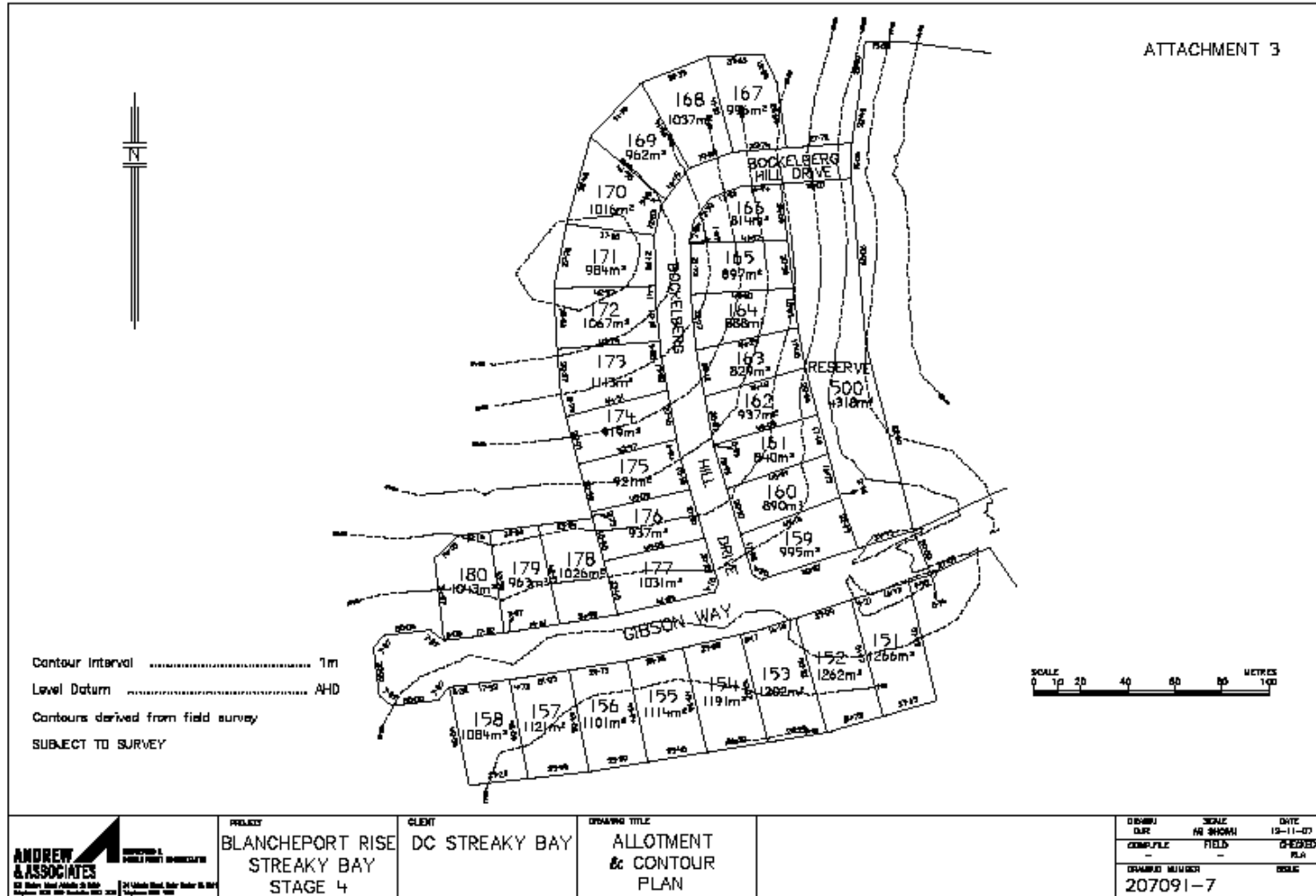
- 12.1 The trees that are listed in Annexure B will meet the requirements of Council and are recommended for propagation. However the tree species that are listed are not necessarily the final selection.
- 12.2 Any trees planted shall meet the Height of Buildings and Height Restriction requirements of Clause 1 of these Guidelines.

13 BIRD/POULTRY KEEPING

- 13.1 The keeping of birds and poultry on the land is prohibited.

BLANCHEPORT HEIGHTS LAND MANAGEMENT AGREEMENT (LMA)

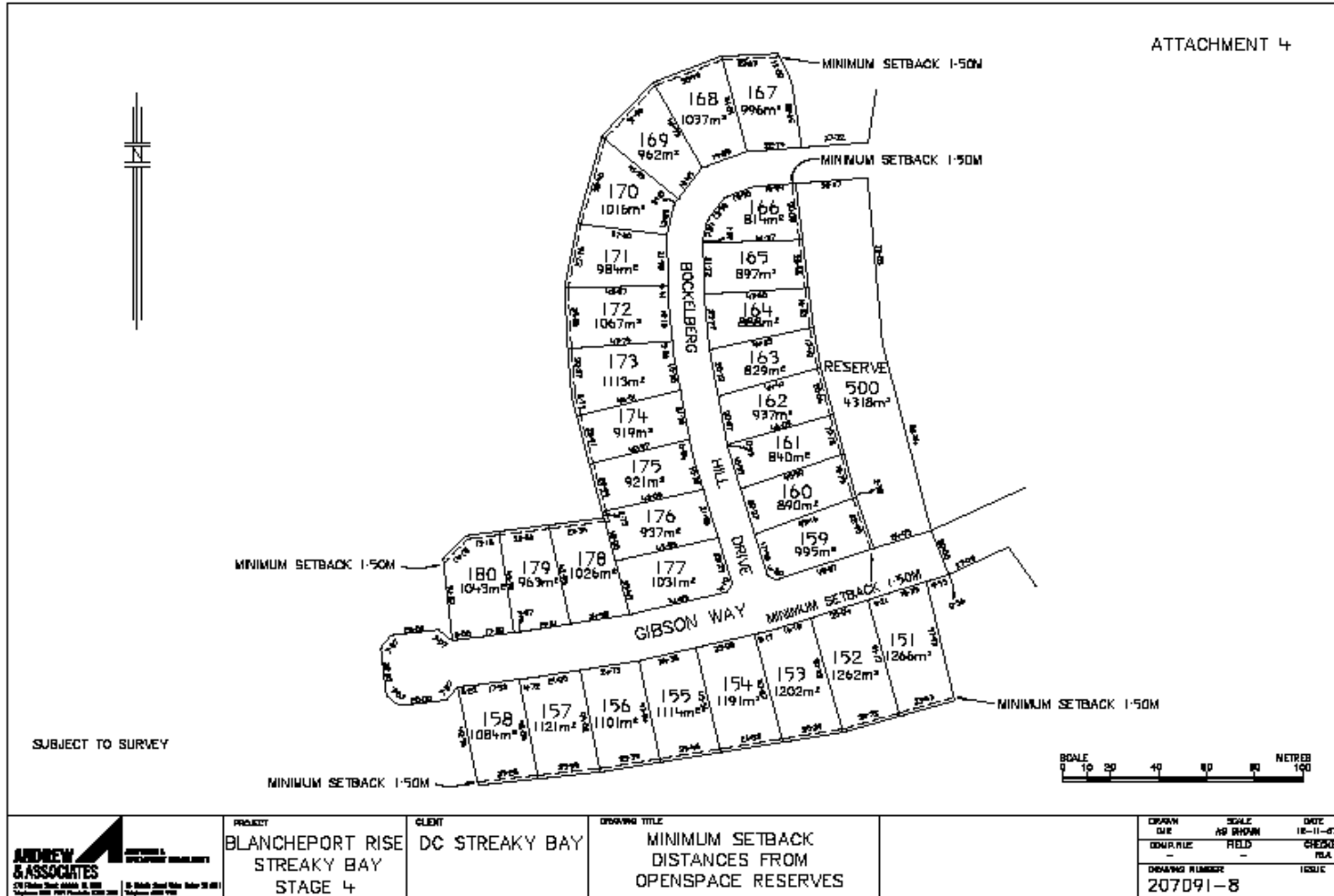
ATTACHMENT 3 SUBDIVISION PLAN SHOWING NATURAL GROUND SURFACE CONTOURS



BLANCHEPORT HEIGHTS LAND MANAGEMENT AGREEMENT (LMA)

ATTACHMENT 4

SUBDIVISION PLAN SHOWING MINIMUM SETBACK DISTANCES FROM OPENSOURCE RESERVES



ANNEXURE A

AVERAGE ALLOTMENT LEVELS

| Allotment No | Average Level (metres AHD) |
|--------------|----------------------------|
| 151 | 17.75 |
| 152 | 17.50 |
| 153 | 17.00 |
| 154 | 17.00 |
| 155 | 16.75 |
| 156 | 16.75 |
| 157 | 17.00 |
| 158 | 17.50 |
| 159 | 19.00 |
| 160 | 19.50 |
| 161 | 20.00 |
| 162 | 20.25 |
| 163 | 20.75 |
| 164 | 21.75 |
| 165 | 21.75 |
| 166 | 21.75 |
| 167 | 20.75 |
| 168 | 22.25 |
| 169 | 23.50 |
| 170 | 24.50 |
| 171 | 25.00 |
| 172 | 24.25 |
| 173 | 23.25 |
| 174 | 22.00 |
| 175 | 21.00 |
| 176 | 20.00 |
| 177 | 19.00 |
| 178 | 19.25 |
| 179 | 19.25 |
| 180 | 19.25 |

ANNEXURE B

TREE PLANTING SCHEDULE

| Common name | Scientific Name | Height |
|------------------------|------------------------------|--------|
| Black Marlock | Eucalyptus Redunca | 4 M |
| Boofleaf Mallee | Eucalyptus Kruseana | 3 M |
| Curly Mallee | Eucalyptus Gillii | 5 M |
| Eucalyptus Hybrid | Eucalyptus Hybrid (1) | 5 M |
| Fuscia Gum | Eucalyptus Forrestiana | 5 M |
| Inland Platypus | Eucalyptus Platypus Platypus | 5M |
| Jubilee 150 Gum | Eucalyptus Gooseberry | 5M |
| Kingscote Mallee | Eucalyptus Rugosa | 3-5 M |
| Lindsey Gum | Eucalyptus Erythronema | 3-5 M |
| Narrow Leaf Red Mallee | Eucalyptus Leptophylla | 3-5 M |
| Ridge Fruited Mallee | Eucalyptus Incrassata | 5 M |
| Yalata Mallee | Eucalyptus Yalatatensis | 3-4 M |
| Chennille Honey Myrtle | Melaleuca Huegelii | 5 M |
| Fence Post Tee Tree | Melaleuca Pauperiflora | 5 M |

| | | |
|------------------------|----------------------------|-------|
| Melaleuca Blaeriifolia | Melaleuca Blaeriifolia | 1-2 M |
| Showy Honey Myrtle | Melaleuca Nesophila | 4M |
| Totem Poles | Melaleuca Descussata | 2-3 M |
| Acacia Anceys | Melaleuca Acacia Anceys | 3 M |
| Elegant Wattle | Melaleuca Victoriae | 4 M |
| Flinders Range Wattle | Melaleuca Iteaphylla | 5 M |
| Grey Mulga | Melaleuca Brachybotrya | 3 M |
| Nealie | Nealie, Needle Bush Wattle | 3 M |
| Notabli Wattle | Notablis | 3M |
| Silver Mulga | Silver Mulga | 3 M |
| Umbrella Bush | Small Cooba | 1-5 M |
| Western Coast wattle | Western Coast Wattle | 4 M |
| Coastal Rosemary | Westringa Fruticosa | 2 M |
| Coastal Daisybush | Olearia Aixillas | 3 M |
| Cockies Tongue | Tempelonia Relusa | 3 M |
| Joined Native Cherry | Exocarpus Aphyllus | 4 M |
| Lilac Hibiscus | Alygyne Huegelii | 3 M |
| Native Hibiscus | Alyogyne Hakeifolia | 3 M |

| | | |
|-------------------------|----------------------------|-------|
| Nitre Bush | Nitraria Billardierci | 3-4 M |
| Old Man Salt Bush | Atriplex Nummularia | 3 M |
| Pin Cushion Hakea | Hakea Laurina | 5 M |
| Quandong | Santalum Acuminatum | 4 M |
| Scarlet Bottlebrush | Callistemon Macropunctatus | 4 M |
| Sheep Bush | Geijera Linerarifolia | 3 M |
| Silver Cassia | Cassia Artemisiodes | 2 M |
| Silver Leaved Grevillea | Grevillia Olivacea | 2-4 M |
| Sturts Dessert Rose | Gossypium Sturtianum | 2 M |
| Sweet Hakea | Hakea Suaveolens | 3-4 M |
| Winpara Gem | Grevillea Winpara Gem | 2 M |
| Common Cotoneaster | Cotoneaster Lacteus | 3 M |
| Fiddle Wood | Cytharexylum Quadrangulare | 5 M |
| Mt Etna Broom | Genista Aetnensis | 3-5 M |
| Oleander | Nerium Oleander | 4 M |
| Shrubby wormwood | Artemisia Arborescens | 2 M |