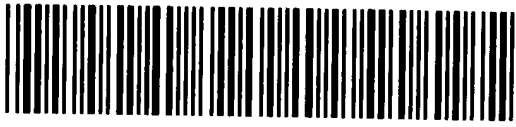


Orig. LF 10679615



10:30 13-Apr-2007

3 of 3

Fees: \$0.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No

22

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: OXFD

AGENT CODE

Correction to: ~~OXFD~~

Lands Titl 10:46 11/04/07 /89256
REGISTRATION FEE \$104.00

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

- 1.....
- 2.....
- 3.....
- 4.....

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

ITEM	AGENT CODE

R-G 250505

PICK-UP NO.	
CP23056 DV15	
CORRECTION 24.4.2007	PASSED <i>[Signature]</i>
FILED <i>[Signature]</i>	6.9.2007



- * NOTICE OF AMENDMENT OF SCHEME DESCRIPTION
- * NOTICE OF VARIATION OF BY-LAWS
- * APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT

10/10/06

INSTRUMENT AFFECTED 10274314	PLAN No. 23056
---------------------------------	----------------

Certification of copy of development contract as varied

I MANFRED LOHER - 7/10-22 FINGERS - ALBERTON
 (name and address of person certifying) being an officer of Community Corporation No. 23056
 Incorporated certify that the copy of the development contract attached to this certificate is a true copy of
 the contract as varied pursuant to section 50 of the Act by agreement made on the 5 day of DECEMBER
~~2005~~
~~2005~~ between the developer and the corporation.

Dated the 6TH day of SEPTEMBER 2006



[Handwritten Signature]
 (Signature of person certifying)

This is the copy of the development contract referred to in the attached certificate"

[Handwritten Signature]
 (Certificate of person certifying)

Minutes of the Extraordinary General Meeting

of

Strata Corporation 23056 Incorporated

14 Bradbury St Parafield Gardens

Held at the offices of Strata Data,
647 Portrush Road Glen Osmond

on

The 31st Day of August 2007 at 2:00 Pm

DO NOT DETACH	
Doc. No.	10679615
Initials	g
Date	6.9.2007

A quorum was present and the meeting opened at 2:00 pm with 10 of the 15 units in attendance in person or by Proxy. Moved Mr H Hamra By Proxy seconded Mr & Mrs Colquhoun By Proxy "that Mark Tonellato of Strata Data assist the Presiding Officer by conducting the meeting." **Carried Unanimously**

Present In Person

None.

Present By Proxy

M Moradi By Proxy	(To Strata Data)	Lot 1
Mr & Mrs Smith By Proxy	(To Strata Data)	Lot 4
Ms M Foster By Proxy	(To Strata Data)	Lot 5
Ms S Riley By Proxy	(To Strata Data)	Lot 7
Mr & Mrs Colquhoun By Proxy	(To Strata Data)	Lot 9
Mr N Najjar By Proxy	(To Strata Data)	Lot 10
Mr M Arroyo & Ms Tansing By Proxy	(To Strata Data)	Lot 11
Mr & Mrs Bonnes By Proxy	(To Strata Data)	Lot 12
Mr C Hamra By Proxy	(To Strata Data)	Lot 13
Mr H Hamra By Proxy	(To Strata Data)	Lot 14

In Attendance

Mark Tonellato representing Strata Data.

Apologies

None.

Unanimous Resolution : Alteration To Community Plan No. 23056

RESOLUTION: Moved Mr H Hamra By Proxy, seconded Mr & Mrs Colquhoun By Proxy that: In pursuance of a unanimous resolution duly passed at a properly convened meeting of the Community Corporation No. 23056 and dated 31st Day of August 2007 it has been passed that the Community Corporation No. 23056 in accordance with the plan attached hereto and marked Development No. 361/Co4o/04 and 361/C048/06 over Community Lots 16 & Common Property C1 and further consents to the amendments to the Scheme Description and Development Contract. **Carried Unanimously**

Closure

There being no further business the meeting closed at 2:15 pm.



" This is a copy of the Resolution of the Corporation referred to in the application"

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLE OFFICE

Page 1 of 8

DEVELOPMENT CONTRACT
Development No. 361/C040/04

DEVELOPMENT CONTRACT


COMMUNITY PLAN NO CP 23056

CNR. KINGS ROAD & MARTINS ROAD, PARAFIELD GARDENS

255 FLINDERS STREET, ADELAIDE SA 5000 LTO Dx 58074
OXFORD CONVEYANCING PTY. LTD.
Tel: 08 8223 7895 Fax No: 08 8223 6998

1. Interpretation

In this Development Contract:-

- 1.1. "Act" means the Community Titles Act 1996;
- 1.2. "By-Laws" means the By-Laws filed with this Development Contract;
- 1.3. "Common Property" means the Common Property defined in the Plan of Community Division;
- 1.4. "Community Parcel" means portion of the land situated at Cnr. Kings Road & Martins Road, Parafield Gardens Sth. Aust. 5107 **being the whole of land comprised in Certificate of Title Register Book VOLUME 5089 FOLIO 399 & 400 and 118 Kings Road, Parafield Gardens Sth. Aust. 5107 and being the whole of the land comprised in Certificate of Title Register Book Volume 5089 Folio 398;**
- 1.5. "Corporation" means the Community Corporation established when the Plan of Community Division is deposited by the Registrar General in the Lands Titles Registration Office;
- 1.6. "Council" means the City of Salisbury;
- 1.7. "Developer" means **Hayssam Hamra, Chady Hamra & Neville Nethal Najjar all C/- 7 Homestead Place, Parafield Gardens Sth. Aust. 5107** and any other owner of the Community Parcel prior to deposit of the Plan of Community Division;
- 1.8. "Development Consent" means the development authorisation under the Development Act 1993 approved by the relevant planning authority as amended or modified from time to time in relation to the works to be carried out pursuant to this Development Contract.
- 1.9. "the Development" means the development referred to in clause 3 of this Contract;
- 1.10. "**Lots 2 to 15**" and **Lots 160, 170, 180 and 190** means the ^{fifteen} ~~thirteen~~ community lots to be created when the Community Division is deposited by the Registrar General in the Lands Titles Registration Office. 

2. Important Notice

- 2.1 This Development Contract contains details of a community scheme which is proposed to be developed on the Community Parcel.

Interested parties be advised that the obligations contained in this Development Contract may only be varied or terminated in accordance with the provision of Section 50, 69(8) OR 70(8) of the Act.

- 2.2 This Contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the community scheme concerned. Attention is drawn in particular to the By-Laws which set out the management rules governing this community scheme and which provide details of the rights and obligations of lot owners under this community scheme and the manner in which the community scheme will be developed by the developer.

2.3 Further particulars about details of the scheme are available at:

2.3.1. the Council; and

2.3.2 the Development Assessment Commission.

2.4 The terms of this Development Contract are binding on the Developer and any subsequent purchaser of Lots 2 to 15 and Lots 160, 170, 180 and 190.

3. Description of Development

The Community parcel is to be divided into ^{eighteen (18)} ~~nineteen (19)~~ separate community lots for residential use. *Oh*
and upon each Community lot there shall be constructed a dwelling of two-storey design as per plans referred to in 7.3 hereinafter.

4. Common Property

The Developer will construct or cause to be constructed a bituminised access road, for use by the owners and occupiers of **Lots 2 to 15 and Lots 160, 170, 180 and 190** within the community scheme over portion of the Common property with the balance of the Common Property being landscaped as provided for in clause 9 of this Development Contract.

5. Developer's Authorisation

Development authorisation under the Development Act 1993 will be obtained to enable the proposed development can be undertaken by the Developer. The obligations of the Developer under this Development Contract are expressly subject to such planning authorisation.

6. Developer's Undertakings

6.1 The Developer undertakes to the owners and occupiers from time to time of the community lots and to the Corporation that in carrying out the proposed development it will interfere as little as is reasonable practicable with the use and enjoyment by the owners and occupiers of **lots 2 to 15 and Lots 160, 170, 180 and 190** and the Common Property.

6.2 The Developer undertakes to the owners and occupiers from time to time of the community lots and the Corporation that it will pay the costs of repairing any damage caused by the Developer to **lots 2 to 15 and Lots 160, 170, 180 and 190** or to the Common Property or to any building or other property on any community lot to the Common Property.

7. Description of Improvements to each Lot

- 7.1 The improvements to be completed on the remainder of lots 2 to 15 inclusive and Lots 160, 170, 180 and 190 inclusive will be subject to demand.
- 7.2 The improvements to be completed on lots 2 to 15 inclusive and Lots 160, 170, 180 and 190 inclusive by the Developer will be subject to demand.
- 7.3 The schematic designs or pictorial depictions attached to this Development Contract (Annexure A) are indicative only and subject to change according to demand.

8. Theme and Architectural Design and Standard

The standard of work to be performed and the materials to be used for the improvements on the Common Property is to be fair average standard or such higher standard as the Developer in his absolute discretion may determine.


9. Access to the Common Property or Community Lot

- 9.1 The Developer proposes to obtain direct access to the Community Lots from the common property (private road) from Bradbury Street.
- 9.2 The owners and occupiers of a primary community lot and the primary corporation must allow the Developer:
- 9.2.1. to establish a portable site office and infrastructure on a suitable part of unoccupied lots;
 - 9.2.2. reasonable access over the common property to enable the Developer to fulfil its obligations;
 - 9.2.3. to erect necessary signs, fencing and anything else required under a statutory obligation to complete the Developer's obligations.

10. Timing of Development Work

- 10.1 The Developer must cause and the owners and occupiers of a primary lot and the primary community corporation must allow the building work to be carried out on the community lots and the common property by the Developer's workers and contractors:
- 10.1.1 between Monday to Saturday of each week between the hours of 7 am and 5.30p.m;
 - and
 - 10.1.2 between 9am and 5pm on Sundays and public holidays.
- 10.2 The Developer anticipates completion of the Development by June 2008, subject to demand.

11. Landscaping

- 11.1 The Developer shall use selected paving, fencing and landscaping in accordance with the plans lodged with the Council by the Developer. *and see pages SA and SB* 
- 11.2 That area of the Common Property not to be used as driveway access is to be landscaped in accordance with the plans lodged with the Council by the Developer.

12. Services

- 12.1 Gas reticulation, electricity-wiring and telephone wiring are to be provided and installed by the Developer so that each community lot can be connected to gas, electricity and telephone.
- 12.2 The electricity wiring and telephone wiring are to be constructed underground within the common property.
- 12.3 Separate electricity meter boxes for each community lot shall be installed by the Developer.

13. Water and Sewerage

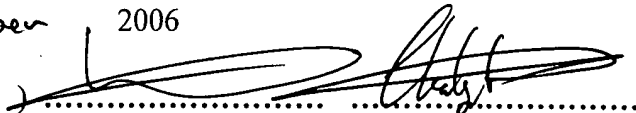

- 13.1 The Developer shall provide and install sewerage services connected to SA Water's sewerage scheme.
- 13.2 Water, sewerage and storm water services will be constructed by the Developer underground within the common property.
- 13.3 Grates and silt traps for storm water shall be provided and installed at each bend in the storm water pipes by the Developer.
- 13.4 Grates and inspection pits for sewerage shall be provided and installed by the Developer at each bend of the sewer.

14. Fire Fighting Services

The Developer shall provide such fire fighting services as may be required by the Metropolitan Fire Service.

DATED the 6th day of September 2006

EXECUTED AS AN AGREEMENT
SIGNED by HAYSSAM HAMRA,
CHADY HAMRA and NEVILLE N.
NAJJAR

) 
) 
)
)

in the presence of:


.....

Witness

Gabriel Haidar
.....

Print Full Name

20 Marco Ave
.....

Address

Loge Farm Business Hours Phone Number 0401 459 945

Jim Nsyrios

From: Miranda [miranda@hamrahomes.com.au]
Sent: Tuesday, 23 August 2005 14:00
To: Jim Nisyrios
Subject: Kings Court

the landscaping schedule is as per the site plan.
Concerened areas are as follows and marked:

- Lawn to various areas nominated as "Common Land" and so indicated
- 1000wide landscaping strip to screen fence at road way t-Junction
- 1000wide landscaping strip to screen fence that ends facing Martins rd

regards

Miranda Centofanti
TLK DEVELOPMENTS
4 Pentland road
SALISBURY Sth SA 5000
p 08 8250 8999
f 08 8285 5222

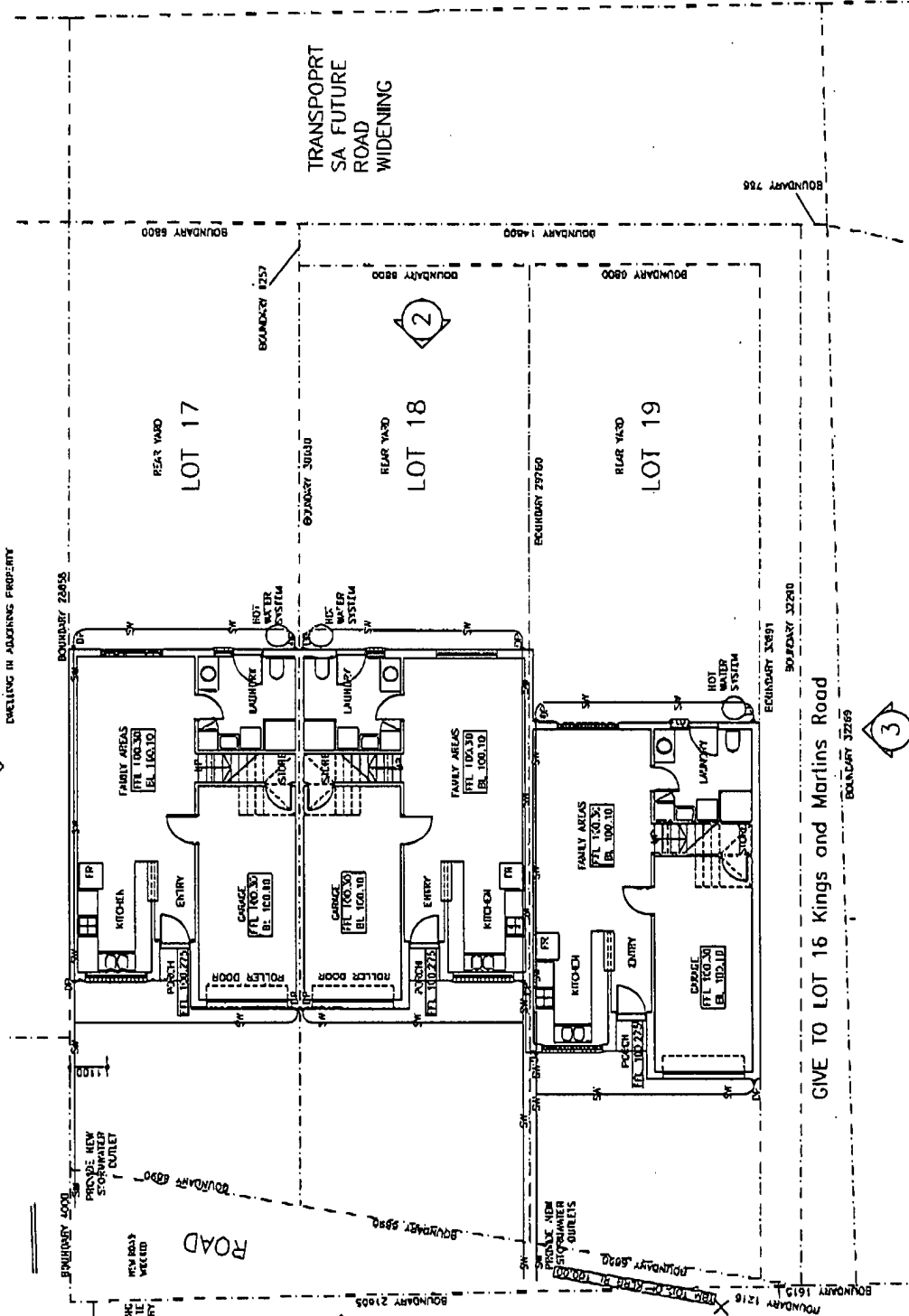
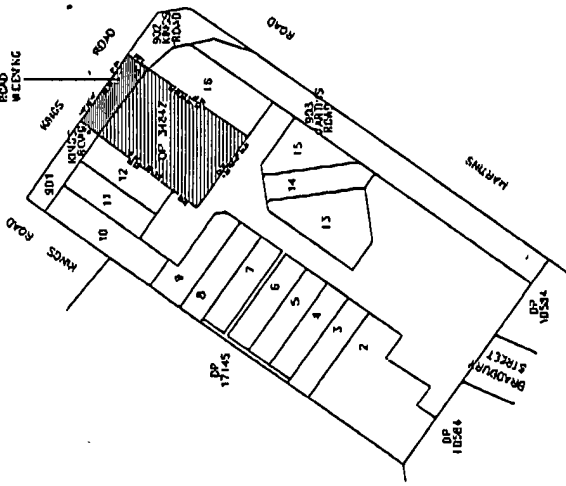
—
Internal Virus Database is out-of-date.

Checked by AVG Anti-Virus.

Version: 7.0.338 / Virus Database: 267.10.3/66 - Release Date: 08/08/2005

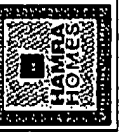
TRANSFER TO FUTURE ROAD FOR ROAD WIDENING

LOCATION PLAN
LOTS 17 18 19
1:1000



6655 11770 12350

SITE PLAN
LOTS 17 18 19
1:100



HAMRA DEVELOPMENTS PTY. LTD.
TRADING AS HAMRA HOMES
4 FFEHLING ROAD, JALAJIR, BRISBANE QLD 4072
PH: 07 4235 4333 FAX: 07 4235 5222
EMAIL: info@hamrahomes.com.au

Project:	KINGS COURT	Issue Date:	25.11.05
Location:	LOTS 17, 18, 19 KINGS & MARTINS RD PARAFIELD GDS SA	Amendments:	Planning Drawings
Client:		Issue Date:	

Amendments:	Issue Date:
-------------	-------------

Sheet #	01	File #	1112
Designer:	GK	Drawn:	MK

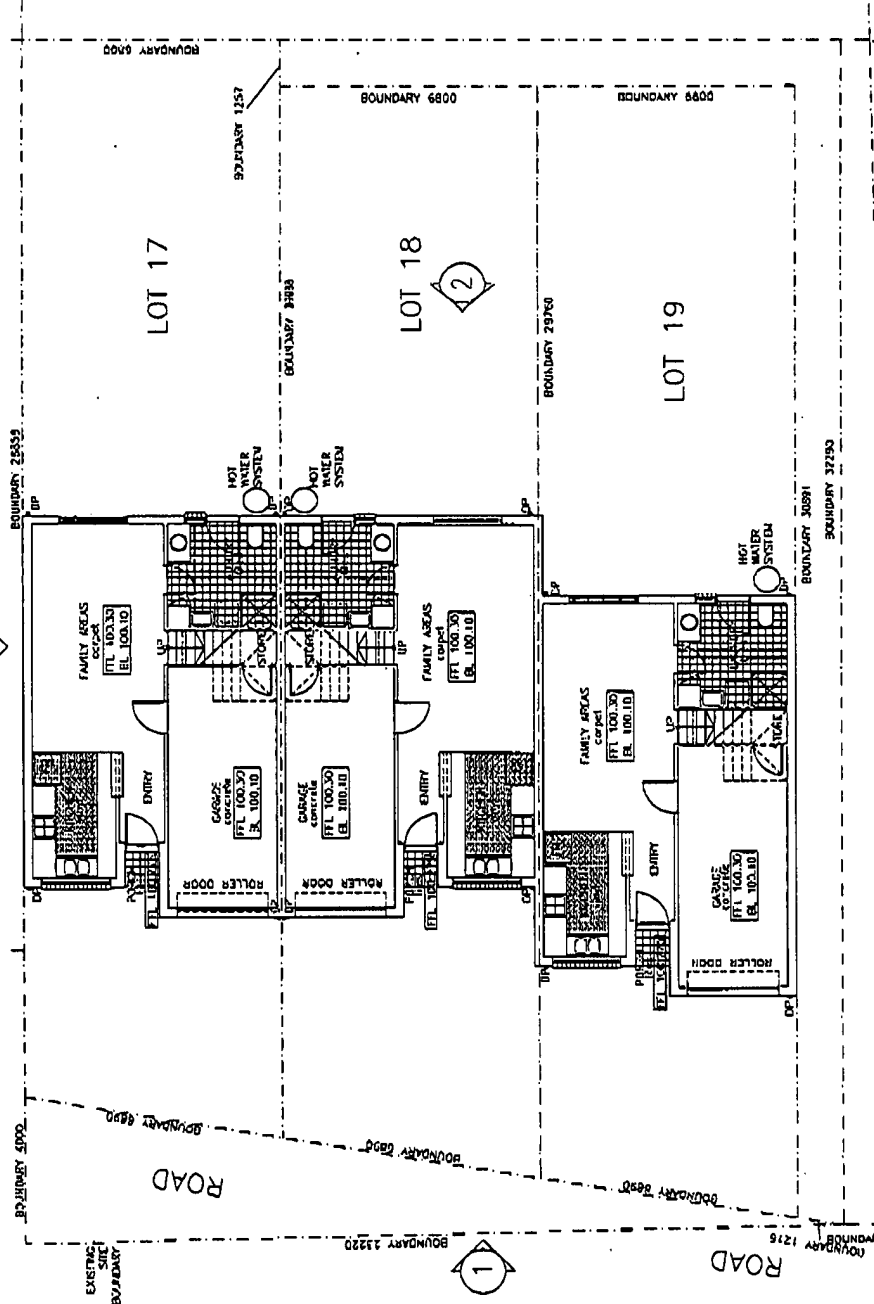
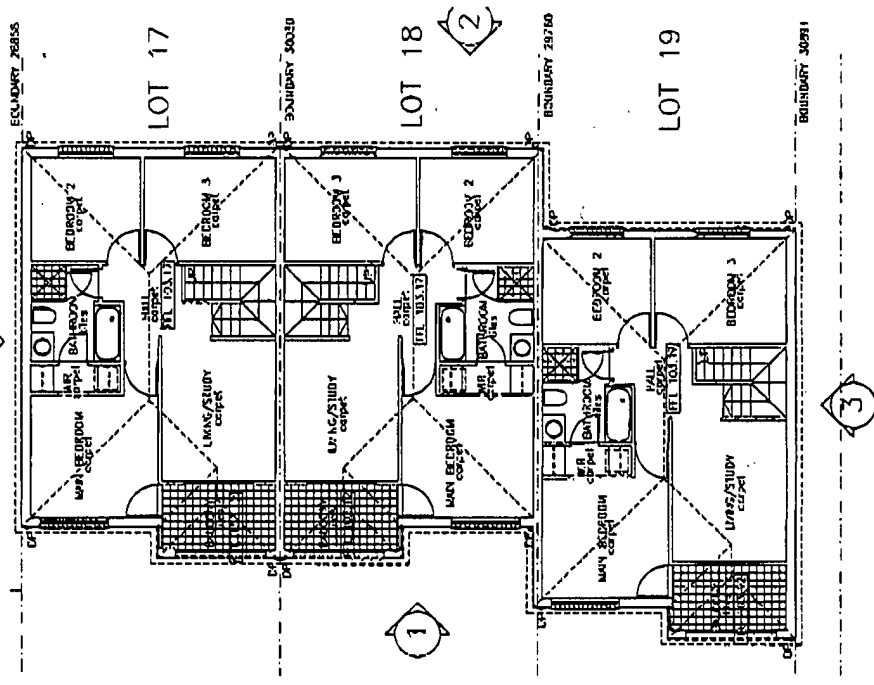
Note: The drawings shall be read in conjunction with the relevant council's Local Planning Instrument and any other documents to be submitted to the council for consideration. Approvals must be made in accordance with the relevant council's requirements.

- NOTE: 50mm minimum colour banding dimensions denoted as 'TP' TO ALL RELEVANT COORDINATES AND STANDARDS
- NOTE: 50mm WATER SYSTEM DIMENSIONS DENOTED AS 'SW' TO ALL RELEVANT COORDINATES AND STANDARDS
- NOTE: ALL PAVING TO FALL 1:20 AWAY FROM DRILLING



FIRST FLOOR PLANS
LOTS 17 18 19
1:100

GROUND FLOOR PLANS
LOTS 17 18 19
1:100

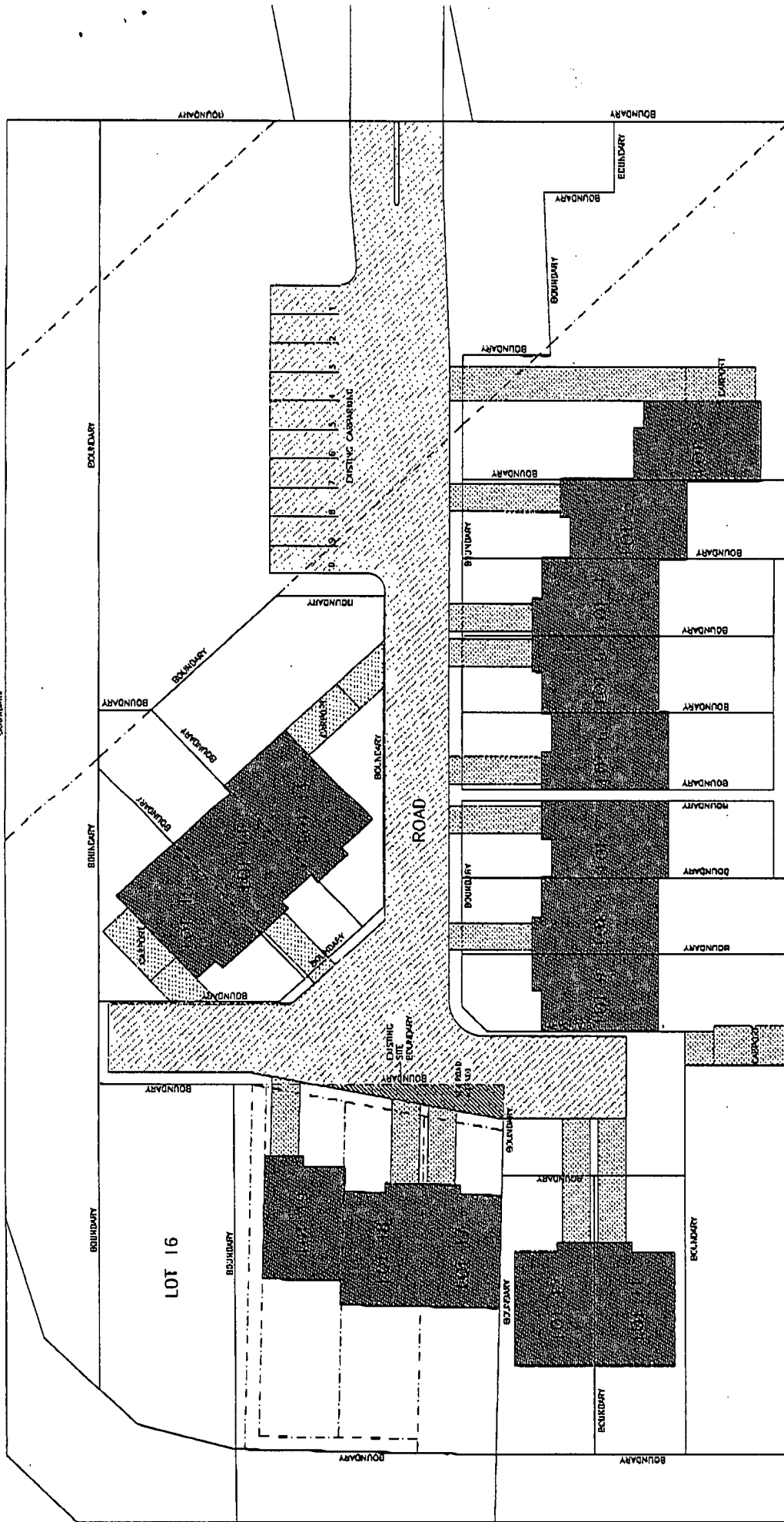


NOTE: 50% OF ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1010 ALL RELEVANT CODES AND STANDARDS

NOTE: THE DRAWING SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1010 ALL RELEVANT CODES AND STANDARDS

<p>HAMRA DEVELOPMENTS PTY. LTD 10/101/102/103 HAMRA STRIPES BLDG 101/102/103 4 TELUKAN ROAD, SATELITE INDUSTRIAL PARK #101/102/103 & 104/105/106 email: info@hamrahomes.com.au</p>	<p>Project: KINGS COURT Location: LOTS 17, 18, 19 KINGS & MARTINUS RD PARAFIELD GDS SA Client:</p>	<p>Issue Date: 25.11.05 Planning Drawings</p>	<p>Issue Date: 25.11.05 Planning Drawings</p>	<p>Amendments</p>	<p>Amendments</p>	<p>Sheet # 02 File # 1112</p>	<p>#</p>
	<p>Design: GK Drawn: MK</p>	<p>Design: GK Drawn: MK</p>	<p>Design: GK Drawn: MK</p>	<p>Design: GK Drawn: MK</p>	<p>Design: GK Drawn: MK</p>	<p>Design: GK Drawn: MK</p>	<p>Design: GK Drawn: MK</p>





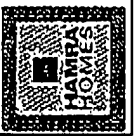
Notes: The drawings shall be read in conjunction with all associated drawings & specifications & any clarifications to be given by the Designer. All construction measurements shall be used in conjunction with the original drawings & specifications.

Sheet # 03 File # 1112

Issue Date: 25.11.05
 Amendments: Planning Drawings
 Design: CK
 Drawn: MK

Project: KINGS COURT
 Location: LOTS 17, 18, 19 KINGS & MARTINS RD PARAFIELD GDS SA
 Client:

HAMRA DEVELOPMENTS PTY. LTD.
 100/105 ASH ROAD
 4 PLEVELAND ROAD, SALICARY SOUTH SA 5108
 P: (08) 7333 0000 F: (08) 7333 1222
 e: info@hamrahomes.com.au



SITE PLAN
 1:250

