

Form 1—Vendor's statement

(Section 7 *Land and Business (Sale and Conveyancing) Act 1994*)

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

means the Part, Division, particulars or item may not be applicable.

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

** means strike out or omit the option that is not applicable.*

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

Part A—Parties and land

- 1 Purchaser:
Address:
- 2 Purchaser's registered agent: **NOT APPLICABLE**
Address:
- 3 Vendor: **PETER CHARLES HARRISON**
Address: **28 ROSEMARY STREET GOOLWA BEACH SA 5214**
- 4 Vendor's registered agent: **Ouwens Casserly Real Estate Pty. Ltd.**
Address: **210 Greenhill Road Eastwood SA 5063**
- 5 Date of contract (if made before this statement is served): / /2026
- 6 Description of the land: **23 HARVEY CRESCENT ALDINGA BEACH SA 5173 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6015 FOLIO 938 BEING LOT 1 PRIMARY COMMUNITY PLAN 24555 IN THE AREA NAMED ALDINGA BEACH HUNDRED OF WILLUNGA**

Part B—Purchaser's cooling-off rights and proceeding with the purchaser

To the purchaser:

Right to cool-off (section 5)

1—Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS—

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2—Time for service

The cooling-off notice must be served—

- (a) if this form is served on you before the making of the contract—before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract—before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3—Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4—Methods of service

The cooling-off notice must be—

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:
28 ROSEMARY STREET GOOLWA BEACH SA 5214
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
EMAIL: JOHNL@OCRE.COM.AU NICKV@OCRE.COM.AU
(being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
210 GREENHILL ROAD EASTWOOD SA 5063
(being the agent's address for service under the *Land Agents Act 1994*)

Note—Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that—

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing;
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5—Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than—

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage;
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract;
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

I, PETER CHARLES HARRISON,

of 28 ROSEMARY STREET GOOLWA BEACH SA 5214 the vendor in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*

Date:

03 / 02 / 2026



Signed:

Part D—Certificate with respect to prescribed inquiries by registered agent

(section 9)

To the purchaser:

I, MELANIE SUSAN WOMERSLEY of 147 Frome Street Adelaide SA 5000 certify that the responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions: THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN THE LOT HOLDERS. ALSO REFER NOTICE OF AGREEMENT PROVIDED BY VENDOR BETWEEN THE VENDOR AND THE TENANT IN REGARD TO THE SOLAR. THE AGREEMENT IS TO BE PAID OFF IN FULL BY THE VENDOR AT THE TIME OF SALE AND WILL NOT RUN WITH THE LAND. THE PURCHASER SHOULD MAKE THEIR OWN ENQUIRIES.

Date: 3/2/2026



Signed:

Person authorised to act on behalf of Vendor's agent (pursuant to the agent's written authority)

Schedule—Division 1—Particulars of mortgages, charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note—

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless—

- (a) there is an attachment to this statement and—
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance—
 - (i) is one of the following items in the table:
 - (A) under the heading 1. General—
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges—
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1

Column 2

Column
3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of—

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

which must be retained as part of this statement whether applicable or not.]

[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in bold type must be set out in column 3 and all other particulars must be set out in column 2.]

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

1.1	Mortgage of land NOT APPLICABLE	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>Number of mortgage (if registered):</p> <p>Name of mortgagee:</p>	
1.2	Easement (whether over the land or annexed to the land) Note— "Easement" includes rights of way and party wall rights *REFER PROPERTY INTEREST REPORT: NOTATION IN RESPECT OF STATUTORY EASEMENTS – THIS NOTICE DOES NOT NECESSARILY IMPLY THAT ANY STATUTORY OR OTHER EASEMENT EXISTS	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments? REFER PROPERTY INTEREST REPORT – STATUTORY EASEMENTS</i></p> <p>Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</p> <p>Nature of easement: STATUTORY EASEMENTS</p> <p>Are you aware of any encroachment on the easement? NO</p> <p>If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given? N/A</p> <p>If YES, give details:</p>	<p>YES*</p> <p>NO</p> <p>YES</p>

<p>1.3 Restrictive covenant</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments? BY-LAWS</i></p> <p>Nature of restrictive covenant: REFER LAWS</p> <p>Name of person in whose favour restrictive covenant operates: COMMUNITY CORPORATION 24555 INC.</p> <p>Does the restrictive covenant affect the whole of the land being acquired? YES</p> <p>If NO, give details:</p> <p>Does the restrictive covenant affect land other than that being acquired? YES</p>	<p>YES</p> <p>NO</p> <p>YES</p>
<p>1.4 Lease, agreement for lease, tenancy agreement or licence</p> <p>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments? RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM AND FURTHER AGREEMENT REGARDING SOLAR PANEL</i></p> <p>Names of parties: ALLISON KILGANNON AND AELLA KILGANNON</p> <p>Period of lease, agreement for lease etc:</p> <p>From 24/02/2023 till CURRENT PERIODIC AGREEMENT</p> <p>Amount of rent or licence fee:</p> <p>\$960.00 per FORTNIGHT (period)</p> <p>PLUS \$50 per FORTNIGHT (period) FOR SOLAR PANEL AGREEMENT. THIS WILL BE PAID IN FULL BY THE VENDOR AND DOES NOT CONTINUE ONCE THE PROPERTY IS SOLD.</p> <p>Is the lease, agreement for lease etc in writing? YES – REFER RESIDENTIAL TENANCY AGREEMENT AND FURTHER AGREEMENT REGARDING SOLAR PANEL. THE TENANCY HAS LAPSED INTO A PERIODIC AGREEMENT WHICH IS NOT IN WRITING</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify—</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<p>YES</p> <p>NO</p> <p>YES</p>
<p>5. Development Act 1993</p>		
<p>5.1 section 42—Condition (that continues to apply) of a development authorisation</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p>	<p>YES</p> <p>NO</p>

	<p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS</p> <p>Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS</p>	YES	
6. Repealed Act conditions			
6.1	<p>Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1967 (repealed)</i></p> <p>NOT APPLICABLE</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING ACT 1982 (REPEALED), BUILDING ACT 1971 (REPEALED) AND PLANNING AND DEVELOPMENT ACT 1966 (REPEALED)</p> <p>Nature of condition(s):</p>	YES
29. Planning, Development and Infrastructure Act 2016			
29.1	<p>Part 5- Planning and Design Code</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PART 5 – PLANNING AND DESIGN CODE</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>ZONE: GENERAL NEIGHBOURHOOD (GN) SUBZONE: NIL ZONING OVERLAYS: REFER PL LOCAL GOVERNMENT (COUNCIL) SEARCH ZONING OVERLAYS</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation: YES</p> <p>Note - For further information about the Planning and Design Code visit https://code.plan.sa.gov.au</p>	<p>YES</p> <p>NO</p> <p>YES</p>
29.2	section 127—Condition	<i>Is this item applicable?</i>	

(that continues to apply) of a
development authorisation
NOT APPLICABLE

*Will this be discharged or satisfied prior to or at
settlement?*

Are there attachments: LOCAL GOVERNMENT (COUNCIL) YES
SEARCH SECTION 127

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

Schedule—Division 2—Other particulars

(section 7(1)(b))

Particulars relating to community lot (including strata lot) or development lot

- 1 Name of community corporation: **COMMUNITY CORPORATION NO. 24555 INC.**
Address of community corporation: **23 HARVEY CRESCENT ALDINGA BEACH SA 5173**
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
 - (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot): **THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN THE LOT HOLDERS**
 - (b) particulars of assets and liabilities of the community corporation: **THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN THE LOT HOLDERS**
 - (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute: **THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN THE LOT HOLDERS**
 - (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract: **NOT APPLICABLE**
 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:
5,600/10,000

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

- 4 Documents supplied by the community corporation that are enclosed:

- (a) a copy of the minutes of the general meetings of the community corporation and management committee for the 2 years preceding this statement: **NONE HELD**
- (b) a copy of the statement of accounts of the community corporation last prepared; **NONE HELD**
- (c) a copy of current policies of insurance taken out by the community corporation. **CERTIFICATE OF CURRENCY ATTACHED**

5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

6 The following documents are enclosed:

- (a) a copy of the scheme description (if any) and the development contract (if any);
- (b) a copy of the by-laws of the community scheme.

YES

7 The following additional particulars are known to the vendor or have been supplied by the community corporation: **THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN THE LOT HOLDERS**

8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name: **PETER CHARLES HARRISON**

Address: **28 ROSEMARY STREET GOOLWA BEACH SA 5214**

Note—

- 1 A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)—(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
- 2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- 3 All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
- 4 For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

Schedule—Division 3—Community lots and strata units

Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au

You can also seek advice from a legal practitioner.

Annexures

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

Local Government (Council) Search

Community Plan 24555

Notice of Agreement regarding Solar

Residential Tenancy Agreement for a Fixed Term and Solar Panel Agreement

CHU Certificate of Currency dated 27/01/2026

By-Laws

SA Water, Emergency Service Levy and Land Tax Searches

Form R3 – Buyers Information Notice

Acknowledgement of Receipt

*I/We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ day of _____ 2026

Signed: _____

Purchaser(s)

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 6015/938	Reference No. 2747760
Registered Proprietors	P C*HARRISON	Prepared 19/01/2026 16:43
Address of Property	23 HARVEY CRESCENT, ALDINGA BEACH, SA 5173	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance Particulars (Particulars in bold indicates further information will be provided)

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

Note--"Easement" includes rights of way and party wall rights

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title

also

Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |
- ### 2. Aboriginal Heritage Act 1988
- | | | |
|-----|---|---|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title |

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

3. ***Burial and Cremation Act 2013***

- 3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

4. ***Crown Rates and Taxes Recovery Act 1945***

- 4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. ***Development Act 1993 (repealed)***

- 5.1 section 42 - Condition (that continues to apply) of a development authorisation

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

also

Contact the Local Government Authority for other details that might apply

- 5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

- | | | |
|------|--|---|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply

also

Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|--|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
|-----|--|---|

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au |
|-----|---------------------------------|---|

8. Environment Protection Act 1993

- | | | |
|-----|---|---|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land | EPA (SA) does not have any current Performance Agreements registered on this title |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land | EPA (SA) does not have any current Environment Protection Orders registered on this title |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land | EPA (SA) does not have any current Clean-up orders registered on this title |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land | EPA (SA) does not have any current Clean-up authorisations registered on this title |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.8 | section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination) | EPA (SA) does not have any current Orders registered on this title |

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9. <i>Fences Act 1975</i>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. <i>Fire and Emergency Services Act 2005</i>		
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11. <i>Food Act 2001</i>		
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13. <i>Heritage Places Act 1993</i>		
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14. <i>Highways Act 1926</i>		
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15. <i>Housing Improvement Act 1940 (repealed)</i>		
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16. <i>Housing Improvement Act 2016</i>		

- | | | |
|------|--|--|
| 16.1 | Part 3 Division 1 - Assessment, improvement or demolition orders | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.2 | section 22 - Notice to vacate premises | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.3 | section 25 - Rent control notice | Housing Safety Authority has no record of any notice or declaration affecting this title |

17. *Land Acquisition Act 1969*

- | | | |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire
also
Contact the Local Government Authority for other details that might apply |
|------|---|---|

18. *Landscape South Australia Act 2019*

- | | | |
|-------|---|---|
| 18.1 | section 72 - Notice to pay levy in respect of costs of regional landscape board | The regional landscape board has no record of any notice affecting this title |
| 18.2 | section 78 - Notice to pay levy in respect of right to take water or taking of water | DEW has no record of any notice affecting this title |
| 18.3 | section 99 - Notice to prepare an action plan for compliance with general statutory duty | The regional landscape board has no record of any notice affecting this title |
| 18.4 | section 107 - Notice to rectify effects of unauthorised activity | The regional landscape board has no record of any notice affecting this title
also
DEW has no record of any notice affecting this title |
| 18.5 | section 108 - Notice to maintain watercourse or lake in good condition | The regional landscape board has no record of any notice affecting this title |
| 18.6 | section 109 - Notice restricting the taking of water or directing action in relation to the taking of water | DEW has no record of any notice affecting this title |
| 18.7 | section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object | The regional landscape board has no record of any notice affecting this title |
| 18.8 | section 112 - Permit (or condition of a permit) that remains in force | The regional landscape board has no record of any permit (that remains in force) affecting this title
also
DEW has no record of any permit (that remains in force) affecting this title |
| 18.9 | section 120 - Notice to take remedial or other action in relation to a well | DEW has no record of any notice affecting this title |
| 18.10 | section 135 - Water resource works approval | DEW has no record of a water resource works approval affecting this title |
| 18.11 | section 142 - Site use approval | DEW has no record of a site use approval affecting this title |
| 18.12 | section 166 - Forest water licence | DEW has no record of a forest water licence affecting this title |
| 18.13 | section 191 - Notice of instruction as to keeping or management of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.14 | section 193 - Notice to comply with action order for the destruction or control of animals or plants | The regional landscape board has no record of any notice affecting this title |
| 18.15 | section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve | The regional landscape board has no record of any notice affecting this title |
| 18.16 | section 196 - Notice requiring control or quarantine of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.17 | section 207 - Protection order to secure compliance with specified provisions of the | The regional landscape board has no record of any notice affecting this title |

Act

- | | | |
|-------|--|---|
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.19 | section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.20 | section 215 - Orders made by ERD Court | The regional landscape board has no record of any notice affecting this title |
| 18.21 | section 219 - Management agreements | The regional landscape board has no record of any notice affecting this title |
| 18.22 | section 235 - Additional orders on conviction | The regional landscape board has no record of any notice affecting this title |

19. **Land Tax Act 1936**

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au |
|------|---|---|

20. **Local Government Act 1934 (repealed)**

- | | | |
|------|---|---|
| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

21. **Local Government Act 1999**

- | | | |
|------|---|---|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

22. **Local Nuisance and Litter Control Act 2016**

- | | | |
|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--|---|

23. **Metropolitan Adelaide Road Widening Plan Act 1972**

- | | | |
|------|--|---|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
|------|--|---|

24. **Mining Act 1971**

- | | | |
|------|---|---|
| 24.1 | Mineral tenement (other than an exploration licence) | Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title |
| 24.2 | section 9AA - Notice, agreement or order to waive exemption from authorised operations | Contact the vendor for these details |
| 24.3 | section 56T(1) - Consent to a change in authorised operations | Contact the vendor for these details |
| 24.4 | section 58(a) - Agreement authorising tenement holder to enter land | Contact the vendor for these details |
| 24.5 | section 58A - Notice of intention to commence authorised operations or apply for lease or licence | Contact the vendor for these details |
| 24.6 | section 61 - Agreement or order to pay compensation for authorised operations | Contact the vendor for these details |
| 24.7 | section 75(1) - Consent relating to extractive minerals | Contact the vendor for these details |
| 24.8 | section 82(1) - Deemed consent or agreement | Contact the vendor for these details |

24.9 Proclamation with respect to a private mine Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

26. *Natural Resources Management Act 2004 (repealed)*

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

27. *Outback Communities (Administration and Management) Act 2009*

27.1 section 21 - Notice of levy or contribution payable Outback Communities Authority has no record affecting this title

28. ***Phylloxera and Grape Industry Act 1995***

- 28.1 section 23(1) - Notice of contribution payable The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.14 section 214(6), 214(10) or 222 - Enforcement order

Contact the Local Government Authority for details relevant to this item

also

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

Plant Health in PIRSA has no record of any notice or order affecting this title

31. *Public and Environmental Health Act 1987 (repealed)*

31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

- 32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title
- 32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

- 33.1 section 23 - Notice of contribution payable DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**
also
The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title
also
Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.
also
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.
also
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

- 35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title
- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title

36. **Other charges**

- 36.1 Charge of any kind affecting the land (not included in another item) Refer to the Certificate of Title
also
Contact the vendor for these details
also
Contact the Local Government Authority for other details that might apply

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

- | | | |
|-----|--|--|
| 1. | Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. | State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. | SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. | South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. | Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. | ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. | Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. | Dog Fence (<i>Dog Fence Act 1946</i>) | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. | Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

Land Tax Act 1936 and Regulations thereunder

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

Certificate of Title

Title Reference: CT 6015/938
Status: CURRENT
Edition: 3

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
25/06/2008	12/08/2008	10985631	BY-LAWS	FILED	C24555

Registrar-General's Notes

No Registrar-General's Notes exist for this title

REAL PROPERTY ACT, 1886



South Australia

The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 6015 Folio 938

Parent Title(s) CT 5563/913
Creating Dealing(s) ACT 10985630
Title Issued 15/08/2008 **Edition** 3 **Edition Issued** 03/06/2020

Estate Type

FEE SIMPLE

Registered Proprietor

PETER CHARLES HARRISON
OF PO BOX 133 KANGARILLA SA 5157

Description of Land

LOT 1 PRIMARY COMMUNITY PLAN 24555
IN THE AREA NAMED ALDINGA BEACH
HUNDRED OF WILLUNGA

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
25/06/2008	10985631	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference CT 6015/938
Status CURRENT
Easement NO
Owner Number 07754219
Address for Notices PO BOX 133 KANGARILLA SA 5157
Area 351m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

PETER CHARLES HARRISON
OF PO BOX 133 KANGARILLA SA 5157

Description of Land

LOT 1 PRIMARY COMMUNITY PLAN 24555
IN THE AREA NAMED ALDINGA BEACH
HUNDRED OF WILLUNGA

Last Sale Details

There are no sales details recorded for this property

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1307622204	CURRENT	23 HARVEY CRESCENT, ALDINGA BEACH, SA 5173

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
25/06/2008 11:06	10985631	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1307622204
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2009
Property Location	23 HARVEY CRESCENT, ALDINGA BEACH, SA 5173
Local Government	ONKAPARINGA
Owner Names	PETER CHARLES HARRISON
Owner Number	07754219
Address for Notices	PO BOX 133 KANGARILLA SA 5157
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5HDGP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C24555 LOT 1	CT 6015/938

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$455,000	\$590,000			
Previous	\$365,000	\$510,000			

Building Details

Valuation Number	1307622204
Building Style	Conventional
Year Built	1992
Building Condition	Very Good

Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	101 sqm
Number of Main Rooms	5

Note – this information is not guaranteed by the Government of South Australia

PURPOSE: PRIMARY COMMUNITY	AREA NAME: ALDINGA BEACH	APPROVED: <i>S Vagstad</i> 7-3-2008	C 24555
MAP REF: 6527-26-g	COUNCIL: CITY OF ONKAPARINGA	DEPOSITED/FILED: <i>Paul B Frankiw</i> 7-8-2008	
LAST PLAN: FP 50275	DEVELOPMENT NO: 145/C104/07/001/17410	SHEET 1 OF 3	
		V02	

AGENT DETAILS: WEBER FRANKIW & ASSOC
178 MAIN RD, McLAREN VALE SA 5171
Ph: (08) 8323 8991 Fax: (08) 8323 9686
Email: survey@weberfrankiw.com.au

AGENT CODE: WEBLP
REFERENCE: 5326

SURVEYORS CERTIFICATION: I, Jaroslaw Frankiw, Licensed Surveyor of South Australia do hereby certify
1) That this plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1992
2) That the field work was completed on 29/08/2007 except for the final placement of marks

Dated the 27th day of September 2007 *J Jaroslaw Frankiw* Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5563	913		ALLOTMENT(S)	539	D	6545 WILLUNGA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS:

THE SERVICE INFRASTRUCTURE FOR LOT 2 WAS NOT IN PLACE AS AT 28-08-07.
THE SERVICE INFRASTRUCTURE FOR LOT 1 COULD NOT BE FOUND DUE TO THE AGE AND NATURE OF THE SCHEME AND THE UNAVAILABILITY OF RECORDS

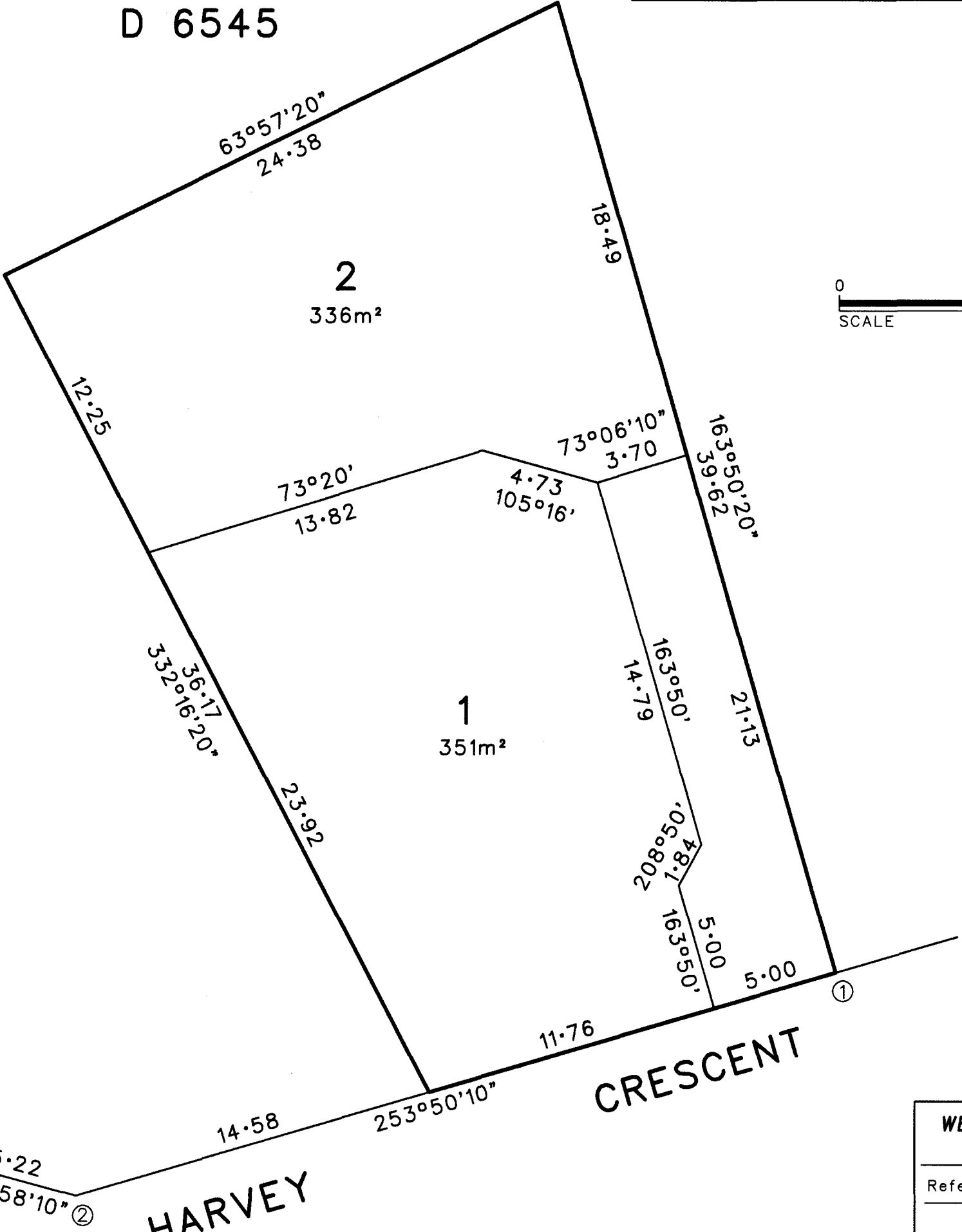
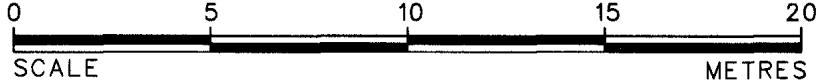
LOCATION PLAN

C 24555

SHEET 2 OF 3

SV V01 17
BEARING DATUM: ①-② 253°50'10"
DERIVATION: FP 50275 ADOPTED

D 6545



WEBER FRANKIW AND ASSOCIATES PTY.LTD.
Surveying Consultants

Reference: 5326 Cad Ref: 5326com.lcd

178 Main Road McLaren Vale South Australia 5171
Telephone (08) 8323 8991 Facsimile (08) 8323 9686
Email survey@weberfrankiw.com.au

ACN 008 173 957 12/9/07

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP 24555


THIS IS SHEET **3** OF **3** SHEETS

APPROVED

SU
7-3-08

DEPOSITED

7/8/2008



PRO REGISTRAR-GENERAL

APPLICATION 10985630

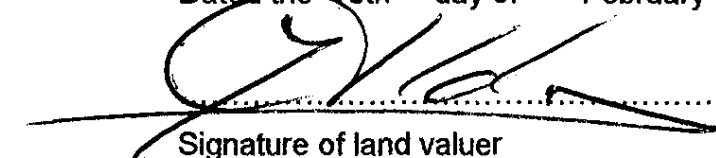
SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	5600	
2	4400	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

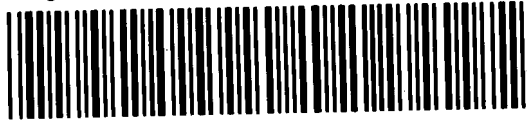
I **TIMOTHY ALDER** being
a land valuer within the meaning of the Land Valuers Act 1994
certify that this schedule is correct for the purposes of the
Community Titles Act 1996

Dated the **13th** day of **February** **2008**



Signature of land valuer

Orig. LF 10985631



11:06 25-Jun-2008

2 of 2

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.
2

BELOW THIS LINE FOR AGENT USE ONLY

Lands Title 09:36 30/06/08 199699 REGISTRATION FEE \$108.00

AGENT CODE

Lodged by: M P BISHOP

MPB7

Correction to: M P BISHOP

MPB7 572

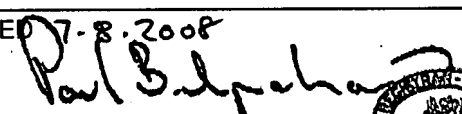

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1
- 2
- 3
- 4

PICK-UP NO.	10904341
CP	24555

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
DV 28 11.7.08	M
FILED 07-8-2008	
 Pro REGISTRAR GENERAL 	

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**W/114 12/18/07 10:58 AM
YES 10/13/07
10/13/07 10:58 AM**

**BY-LAWS
PAGE 1 OF 8**

DEVELOPMENT NO 145/C104/07

BY – LAWS

**23 HARVEY CRESCENT
ALDINGA BEACH SA 5173**

**COMMUNITY CORPORATION
NO 24555 INC.**

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**LANDS TITLES OFFICE
NOT CHECKED BY
TERMS OF INSTRUMENT**

**BY-LAWS
PAGE 2 OF 8**

DEVELOPMENT NO 145/C104/07

**COMMUNITY SCHEME BY – LAWS
PLAN NO 24555 INC.**

CONTENTS

PART 1	PRELIMINARY	PAGE 3 - 4
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PART 6	FENCING OF LOTS	PAGE 6
PART 7	INSURANCE	PAGE 6 -7
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DEVELOPMENT NO 145/C104/07

“service infrastructure “ means the cables, wires, pipes, sewers, drains, ducts, conduits, plant and equipment, machinery, constructed or installed at any time by which the lots or common property are provided with any system or service specified in the Act or designed to improve the amenity or enhance the enjoyment of the lots or the common property ; and

“ structure “ includes any structure, improvement , fixture, fitting, plant and equipment, machinery, wall, fence, and other chattels or property constructed, installed or situated on or in the lot or the common property and any alterations, additions, and modifications made ;

1.2 Interpretation

In these By-laws unless otherwise appears –

- (a) all other words shall have the meaning (if any) ascribed by the Act and the Regulations ;
- (b) where the consent of the corporation is required, such consent must be in writing ;
- (c) where these By-laws create or impose any obligation or requirement on any person, the obligation or requirement on that person extends to not allowing any other person to beach that obligation or requirement ;
- (d) a reference to any Act, Regulation, document or plan must be as a reference to that Act, Regulation, document or plan as amended ;

PART 2 - PERMITTED USE

2.1 The Lot shall be used for residential purposes only.

2.2 A person must not –

- (a) engage in any dangerous or offensive activity
- (b) use or store any explosive or dangerous substance
- (c) display a sign or any advertisement except a sign or advertisement of a reasonable size and nature associated with the Lot.

DEVELOPMENT NO 145/C104/07

- 2.3 The owner / occupier of a Lot must not engage in conduct that unreasonably disturbs the owner / occupier of another Lot or others who are lawfully on a Lot or the common property.
- 2.4 The owner / occupier of a Lot must ensure as far as practicable that persons who are brought onto or allow onto the Lot or the common property by the owner / occupier does not engage in conduct that unreasonably disturbs the occupier / owner of another community Lot or others who are lawfully on the Lot or common property.

PART 3 - COMMON PROPERTY

- 3.1 The Community Corporation is responsible for the management, maintenance and control of the common property
- 3.2 An owner / occupier must not interfere with any building, structure, tree or garden being part of or on the common property, or use for his or her own purposes any portion of the common property as a garden except with the written consent in writing of the Community Corporation.
- 3.3 An owner / occupier must not, without the consent of the Community Corporation, deposit any object or material on the common property.
- 3.4 An owner / occupier of a community Lot must not obstruct the lawful use of the common property.
- 3.5 A person must not obstruct vehicular or pedestrian traffic on the common property.
- 3.6 The Community Corporation shall not be liable or responsible for any damage to or theft of any item placed or left on common property for any reason.
- 3.7 Motor vehicles on the common property shall comply with the provisions of the Road Traffic Act and shall not travel at a speed exceeding 10km per hour.
- 3.8 Lot owners / occupiers must ensure that the common property is kept clean and tidy at all times and to the reasonable satisfaction of the Community Corporation.

DEVELOPMENT NO 145/C104/07

PART 4 - MAINTENANCE AND REPAIR OF COMMUNITY LOTS

- 4.1 The owner / occupier of a Lot must carry out all required maintenance on the exterior of the buildings on the Lot in a proper and workmanlike manner, so as not to diminish or impede other Lot owners / occupiers enjoyment of their respective Lots and to the satisfaction of the Community Corporation.
- 4.2 The owner / occupier of a Lot must –
- (a) keep the Lot in a clean and tidy condition.
 - (b) property maintain lawns and gardens.
 - (c) store garbage in an appropriate container and prevents the escape of unpleasant odours.
 - (d) comply with any requirements of the local council for the disposal of garbage.

PART 5 - SERVICE INFRASTRUCTURE

5. The Community Corporation shall be responsible for the maintenance and repair and replacement of any shared service infrastructure.

PART 6 - FENCING OF LOTS

- 6.1 The Fences Act 1975 (as amended) applies to fencing between and adjoining Lots.
- 6.2 Notwithstanding 6.1 where fencing is required to be replaced such fencing shall be replaced by fencing of the same type, design, height and colour.

PART 7 - INSURANCE

- 7.1 The community corporation will at all times effect insurances on the Common Property for -
- (a) Public Liability cover of not less than the minimum cover required by the Act.
 - (b) General Damages cover of not less than the minimum cover required by the Act

DEVELOPMENT NO 145/C104/07

- 7.2 The community corporation must review on a annual basis -
(a) all insurance in the ^{Name} name of the community corporation
(b) the need for any additional insurance.

PART 8 - BUILDING WORK

8. The owner / occupier of a Lot must not without the prior consent in writing of the Community Corporation erect any structure, building or structural Improvement on a Lot.

PART 9 - PETS *subject to the Community Title Act of 1996*

- 9.1 The owner / occupier of a Lot must not except with the written approval of the Community Corporation keep an animal on the Lot.
- 9.2 The owner / occupier of a lot must
- (a) ensure the animal is confined to the Lot. *from*
 - (b) be responsible for cleaning up after the animal *from* any part of the Lot or other Lots or the common property.
 - (c) the owner / occupier of a Lot who chooses to keep an animal shall be liable to the owner / occupier or the other Lot or to any other person (s) lawfully on the common property for any noise, disturbance, damage, loss or injury caused by the animal.

PART 10 - GENERAL PROVISIONS

- 10.1 Any By-laws or amendments to these By-laws that are inconsistent with the Act or Regulations are invalid to the extent of the inconsistency.
- 10.2 Owners and occupiers of lots must comply with these by-laws at all times.
- 10.3 Owners and occupiers of lots must take at all times reasonable steps to ensure that their visitors do not contravene or fail to comply with the provisions of these by-laws.

DEVELOPMENT NO 145/C104/07

10.4 A person who contravenes or fails to comply with a provision of these by-laws is guilty of an offence.

Maximum penalty : \$500.00.

PART 11 AMENDMENT OF BY – LAWS

11. These By-laws other than by-laws which are mandatory by-laws under that Act may be amended, varied or replaced by the corporation in accordance with the Act.

We, PETER CHARLES HARRISON and BARBARA JUNE HARRISON being the promoters of the Community Title Scheme hereby approve the by-laws to the Community Corporation situated at :- 23 HARVEY CRESCENT ALDINGA BEACH

SIGNED by Peter Charles Harrison

Peter Harrison

SIGNED by Barbara June Harrison

B Harrison

DATED This the 14 day of June 2008

In the presence of Witness

Linda Johnson

Name of Witness

LINDA JOHNSON

Fixed term – residential tenancy agreement

All parties to this agreement should consider seeking legal advice about their rights and obligations

Landlord: (Landlord details must be completed even if an agent is acting for the landlord)

Insert full name/s: PETER CHARLES HARRISON	
Address for service of documents (must not be agent's address): 28 ROSEMARY STREET	
GOOLWA BEACH. SA	Postcode: 5214
Contact telephone number (only required if no agent is managing the property for the landlord): 0419 837 237	

Agent:

Insert name of registered agent or person managing the property for the landlord: _____		
Address (for service of documents):	RLA:	
	Postcode:	
Telephone:	Mobile:	Email address for service of notice or document:

Tenant:

Insert full name of tenant 1: ALLISON KILGANNON	
Contact telephone number: 0474 346 481	Email address for service of notice or document: Kortsgirl4u@gmail.com.
Insert full name of tenant 2: ABELLA KILGANNON	
Contact telephone number: 0401 701 132	Email address for service of notice or document: aellakilgannon@gmail.com.
Insert full name of tenant 3:	
Contact telephone number:	Email address for service of notice or document:

Address of premises:

23 HARVEY CRESCENT ALDINGA BEACH SA 5173
--

Term of agreement:

Starting on: 24 10 2023	Ending on: 23 10 2024	Term of (e.g. 6, 12, 18 or 24 months) 12
----------------------------	--------------------------	---

Rent:

Payment of rent will be made on:

Bond amount:

Weekly amount: \$ 430	Insert day of week rent is due	weekly / fortnightly / monthly FN	\$ 2580
--------------------------	--------------------------------	--------------------------------------	---------

Does the property meet minimum housing standards? (see Housing Improvement Act 2016) Yes No

Is there a rent control notice or order on the property? Yes No

(if yes, provide details in 'Additional terms of agreement')

Method of payment of rent: An option to pay the rent without attending the premises must be offered to the tenant.

How/where is the rent to be paid:

DIRECT DEBIT TO ANZ ACCOUNT

BSB 015566

ACC 309160301

Domestic appliance requiring instruction: Manufacturers' manuals, or written or oral instructions must be given.

List all appliances or devices provided as part of the agreement that the tenant should expect instructions for e.g. air conditioner:

Air Conditioner

Water use and supply: Unless there is a specific agreement with the tenant, if the water supply is separately metered, the tenant is responsible to pay for all water use and the water supply charge.

Tick one box:

All water use and supply charge

All water use only

Supply charge only

Other

Insert details of other agreement:

The tenant is not required to pay charges for water unless the landlord asks for payment within 3 months of the issue of the bill, or the tenant requested a copy of the account and the landlord failed to provide it (at no cost) within 30 days.

Exclusions:

List parts of the premises that are not included in this agreement. Give as much detail as possible:

Nil

Terms of agreement

1. Application of the Act and Regulations

The Residential Tenancies Act 1995 and related regulations apply to all residential tenancy agreements in South Australia. An agreement or arrangement that is inconsistent with the Act is invalid.

2. Maintenance of premises – landlord

The landlord will hand over the premises in a reasonably clean condition, maintain it in a reasonable state of repair and meet all health and safety legal requirements.

3. Maintenance of premises – tenant

The tenant will keep the premises in a reasonably clean condition and notify the landlord of any damage or repair. The tenant must not intentionally or negligently cause or allow damage to the premises.

4. Use of premises

The tenant will not use or allow the premises to be used for an illegal purpose, or cause or allow a nuisance. The tenant must not cause or allow an interference with the reasonable peace, comfort or privacy of another person who lives in the immediate vicinity of the premises.

5. Handing over possession of the premises without restrictions

At the start of the agreement the landlord will not restrict the tenant from having full use of the premises (except for any part reserved for the landlord's own use). The landlord is not aware of anything that would prevent the tenant from living in the premises for the term of the tenancy.

6. Tenant's right to peace comfort and privacy

The tenant is entitled to peace comfort and privacy without interference by the landlord or other tenants of the landlord.

7. Landlord's right of entry

All entry must be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may enter the premises as listed in section 72 of the *Residential Tenancies Act 1995*.

8. Locks and security devices

The landlord will provide and maintain locks and other devices so that the premises are reasonably secure. Neither party will alter, remove, or add a lock or security device without the consent of the other. Neither party will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by and at the expense of the other.

9. Alterations and additions

The tenant must not, without the landlord's written consent, make an alteration or addition to the premises. The landlord will not unreasonably withhold consent to an alteration or addition that is necessary to ensure the provision of infrastructure or a service of a prescribed kind.

10. Removal of an alteration or addition

The tenant may remove an item that was added with the landlord's consent, unless its removal would cause damage. If damage is caused by removing an item, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost to repair the damage.

11. Subletting or assignment

The tenant has the right, with the landlord's written consent, to sublet or assign their interest of the premises to another. The landlord cannot unreasonably withhold consent but can charge reasonable expenses for giving consent.

12. Termination at end of fixed term

A landlord or tenant must give at least 28 days' notice to the other to end a fixed agreement at the expiry of the term. The agreement continues as a periodic tenancy if no notice is given.

13. Termination by landlord or tenant for breach of agreement

If a breach can be remedied, the landlord or tenant can issue a notice for the breach. The notice must be in a written form required by regulation, must detail the breach and that if the breach is not remedied within the specified period the tenancy will end.

14. Termination for rent arrears

If the tenant fails to pay rent, rent must be at least 14 days behind before the landlord can issue a notice of termination for the breach. The notice must be in a written form required by regulation.

15. Termination on hardship grounds

Either the landlord or the tenant can apply to the South Australian Civil and Administrative Tribunal (SACAT) to terminate a tenancy because the continuation of the tenancy would cause undue hardship.

16. Termination before end of fixed term

If the tenant moves out before the end of this agreement without the approval of the landlord they may need to pay for the costs associated with finding a new tenant, reletting the premises and loss of rent.

17. Insurance

If parties want to insure the property, the landlord would be responsible to insure their dwelling, fixtures and fittings. The tenant would be responsible to insure their personal belongings and furnishings.

Additional terms of agreement

Insert any other terms of the agreement – a term must not contradict the tenancies legislation:

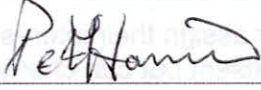
SEE ATTACHED SHEET

The landlord must give the tenant a copy of this agreement after it is signed.

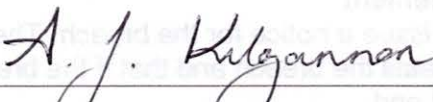

Any variation to this agreement must be in writing and dated and signed by the landlord and tenant.

The landlord must keep a copy of this agreement and any variation – in paper or electronic form – for at least 2 years after the agreement ends.

Signature of landlord/s or agent:

	Date: 21 10 2023
	Date: 1 1

Signature of tenant/s: Make sure you read all terms of this agreement before signing

	Date: 21 2 23
	Date: 21 2 23
	Date: 1 1

For general tenancy information contact Consumer and Business Services on 131 882, or visit sa.gov.au/tenancy/renters



ADDITIONAL CONDITIONS

1. No major car works to be carried out on the property. (e.g. engine removal)
2. No smoking inside the house. Smoke alarms to be active at all times.
3. Any fixtures e.g. hanging pictures or other to be approved by landlord.
4. Garden watering system to be operated at least weekly in Nov. – March unless significant rainfall.
5. No cutting or chopping on bench tops without the use of chopping boards.
6. If the fixed term contract is "held over" (item 20) the landlord reserves the right to review the rent when necessary.
7. Filters to be cleaned at regular monthly intervals –
 - Range hood
 - Air conditioner
 - ~~Fank~~
8. If pets are agreed to, it is on the condition they be housed and kept outside the house.

NOTICE OF AGREEMENT BETWEEN PETER CHARLES HARRISON AND ALLISON KILLGANON

To help with Allison's energy bills, I, the landlord, forwarded for her perusal a proposal by Sunenergy for installation of rooftop solar at 23 Harvey Crescent ALDINGA BEACH. Allison opted not to enter into that contract but has agreed to have solar installed if I contract a provider to install it at my expense. I subsequently entered into a contract with Sunenergy and a solar system has been installed. Allison has agreed to pay

\$50 per FN for 5 years = 130 payments = \$6500

OR

\$50 for the duration of her tenancy if less than 5 years. Which ever comes first.

SCHEDULE OF PAYMENTS

T: (08) 8384 0666
E: mail@onkaparinga.sa.gov.au

For your information:

Section 187 certificate update request free of charge (One Update):

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

BPAY biller code added to searches to enable electronic settlement of funds

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

How to advise us of change of ownership?

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via mail@onkaparinga.sa.gov.au.

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

TO: Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

20 January 2026

DETAILS OF PROPERTY REFERRED TO:

Property ID : 68968
 Valuer General No : 1307622204
 Valuation : \$590,000.00
 Owner : Mr Peter Charles Harrison
 Property Address : 23 Harvey Crescent ALDINGA BEACH SA 5173
 Volume/Folio : CT-6015/938
 Lot/Plan No : Community Plan Parcel 1 CP 24555
 Ward : 01 South Coast Ward

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of and are a charge against the above property.

Opening balance (as of 30 Jun 2025) including rates, fines and interest, block clearing charges and legal fees -\$440.00

Postponed Amount in Arrears \$0.00

Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:

Total Rates Levied 2025-2026 \$1,797.86

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale \$0.00

Fines and interest charged in the current financial year (2% fine when rates first become overdue and interest applied per month thereafter at LGA-prescribed rate) \$0.00

Postponed Interest \$0.00

Less paid current financial year -\$459.86

Overpayment \$0.00

Legal Fees (current) \$0.00

Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate \$0.00

Balance - rates and other monies due and payable \$898.00

Property Related Debts \$0.00

BPAY Biller Code: 421503

TOTAL BALANCE

\$898.00

Ref: 1543670689689

AUTHORISED OFFICER
Haylie Thomas

This statement is made the 20 January 2026

IMPORTANT INFORMATION REGARDING SEARCHES

Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

Attention Conveyancers

○ **Section 187 certificate update request free of charge (One Update):**

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: Section 7 certificates remain valid for a 30 day period only.

○ **BPAY biller code added to searches to enable electronic settlement of funds**

- Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method payment and we request that you cease the use of cheques to affect settlement.

○ **How to advise Council of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer** to advise the change of ownership by following the below:

- If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
- If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via mail@onkaparinga.sa.gov.au. Electronic settlement of funds is still preferred.

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

The Land & Business (Sale & Conveyancing) Act, 1994

TO: Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	103306
VALUER GENERAL NO	:	1307622204
VALUATION	:	\$590,000.00
OWNER	:	Mr Peter Charles Harrison
PROPERTY ADDRESS	:	23 Harvey Crescent ALDINGA BEACH SA 5173
VOLUME/FOLIO	:	CT-6015/938
LOT/PLAN NUMBER	:	Community Plan Parcel 1 CP 24555
WARD	:	01 South Coast Ward

Listed hereafter are the *MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES* in alphabetical order of *SCHEDULE 2*, Division 1 to which Council must respond according to *TABLE 1* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to *TABLE 2* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed/imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

Pursuant to the provisions of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994*, Council hereby provides the following information in response to your enquiries:

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation YES

Application Number	145/1349/2006
Description	Enclose existing carport and build new double carport
Decision	Approved
Decision Date	17 May 2006

Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The colours and finishes of all external building materials shall match or complement those of the principal building(s).
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure or
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

Building Rules Consent Conditions

1. The owner/builder shall investigate and ensure that the roof tie-downs to existing building(s) to which the proposed structure is to be attached, comply with the requirements of AS 1684 to allow for imposed wind uplift loads from the new structure.
2. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
3. The proposed structure shall not be enclosed at any time without the prior consent of Council.
4. The structure has been classified as a Class 10A non-habitable outbuilding as defined by the Building Code of Australia and shall not be used for permanent human habitation.
5. Should a licensed builder or licensed sub-contractor be engaged to carry out work to the value of twelve thousand dollars (\$12,000) or more you are required to supply to the Council a Certificate of Indemnity Insurance prior to the commencement of construction.
6. Provide strengthening to existing dwelling rafters for carport structure including hip rafter by using :
 - Rafter stiffeners of MGP10 2/90x45mm fixed at 1.2 metre centres and bolted to existing rafter at 300mm centres using M10 bolts. The length of the stiffener is to project inwards at least 1.2 metres (1.5 metres for hip) above the birdsmouth or wall support plus the distance down to the fascia. The rafter stiffener is also attached to the existing fascia by a rafter/fascia bracket and M10 bolts, or
7. Proprietary steel bracket rafter/fascia stiffener attached to the existing dwelling and proposed structure as per manufacturers specifications, or
 - An engineered system for strengthening the existing roof rafters to allow for loads from the proposed attached structure.

Application Number 145/2798/2007
Description Verandah/Pergola
Decision Approved
Decision Date 28 August 2007

Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure or
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

Building Rules Consent Conditions

1. Roof sheeting and purlins shall be fixed in accordance with the manufacturers recommendation and specifications.
2. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
3. The proposed structure shall not be enclosed at any time without the prior consent of Council.

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation NO

Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

General Neighbourhood (GN)

Subzones

NO

Zoning overlays

Overlays

Airport Building Heights (Aircraft Landing Area)

The Airport Building Heights (Aircraft Landing Area) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of aircraft landing areas.

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

Building Near Airfields

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

Hazards (Bushfire - Urban Interface) (Urban Interface)

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Native Vegetation

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

Prescribed Water Resources Area

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

Stormwater Management

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

Signif Retirement Facility Supported Accom Sites

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

Urban Tree Canopy

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a designated State Heritage Place/Area? NO

Is the land designated as a Local Heritage Place? NO

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.
<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significate tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information. <https://code.plan.sa.gov.au/>

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

The Property Interest Report available through [Land Services SA](#) provides information necessary for Conveyancers to complete the Vendor's Statement.

Note - For further information about the Planning and Design Code visit <https://code.plan.sa.gov.au>

Condition (that continues to apply) of a development authorisation NO

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

Requirement to vest land in council to be held as open space NO

Section 50(2)

Agreement to vest land in council to be held as open space NO

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement NO

Section 69

Emergency order NO

Section 71 (only)

Fire safety notice NO

Section 84

Enforcement notice NO

Section 85(6), 85(10) or 106

Enforcement Order NO

Part 11 Division 2

Proceedings NO

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed))

Notice NO

Section 56 (repealed)

Notice issued NO

Food Act 2001

Section 44

Improvement notice *issued against the land* NO

<i>Section 46</i> Prohibition order	NO
 Housing Improvement Act 1940 (repealed)	
<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
 Land Acquisition Act 1969	
<i>Section 10</i> Notice of intention to acquire	NO
 Local Government Act 1934 (repealed)	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
 Local Government Act 1999	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	
 Local Nuisance and Litter Control Act 2016	
<i>Section 30</i> Nuisance or litter abatement notice <u>issued against the land</u>	NO
 Planning, Development and Infrastructure Act 2016	
<i>Section 139</i> Notice of proposed work and notice may require access	NO
<i>Section 140</i> Notice requesting access	NO
<i>Section 141</i> Order to remove or perform work	NO
<i>Section 142</i> Notice to complete development	NO
<i>Section 155</i> Emergency order	NO
<i>Section 157</i> Fire safety notice	NO
<i>Section 192 or 193</i> Land Management Agreements	NO
<i>Section 198(1)</i> Requirement to vest land in a council or the Crown to be held as open space	NO

<i>Section 198(2)</i> Agreement to vest land in a council or the Crown to be held as open space	NO
<i>Part 16 - Division 1</i> Proceedings	NO
<i>Section 213</i> Enforcement notice	NO
<i>Section 214(6), 214(10) or 222</i> Enforcement order	NO

Public and Environmental Health Act 1987 (repealed)

<i>Part 3</i> Notice	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</i> Part 2 – Condition (that continues to apply) of an approval	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 revoked</i> Regulation 19 - Maintenance order (that has not been complied with)	NO

South Australian Public Health Act 2011

<i>Section 92</i> Notice	NO
<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 – Condition (that continues to apply) of an approval	NO

Particulars of building indemnity insurance Details of Building Indemnity Insurance still in existence for building work on the land	NO
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Particulars relating to environment protection

<i>Further information held by council</i> Does the council hold details of any development approvals relating to: (a) commercial or industrial activity at the land; or (b) a change in the use of the land or part of the land (within the meaning of the <i>Development Act 1993</i>) or the <i>Planning, Development and Infrastructure Act 2016</i> ?	NO
--	----

Note –

The question relates to information that the council for the area in which the land is situated may hold. If the council answers “YES” to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A “YES” answer to paragraph (a) of the question may indicate that a potentially contaminating activity has taken place at the land (see sections 103C and 103H of the Environment Protection Act 1993) and that assessments or remediation of the land may be required at some future time.

It should be noted that –

- the approval of development by a council does not necessarily mean that the development has taken place;

- the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

General

Easement

NO

Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

Are you aware of any encroachment on the Council easement?

NO

Lease, agreement for lease, tenancy agreement or licence

(The information does not include the information about sublease or subtenancy. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

NO

Caveat

NO

Other

Charge for any kind affecting the land (not included in another item)

NO

PLEASE NOTE:

The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

This statement is made the 20 January 2026

Cherie Bonham
Team Leader for Development Support
AUTHORISED OFFICER

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at <https://maps.sa.gov.au/drainageplans/>.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

South Australian Water Corporation

Name: MR PC HARRISON Water & Sewer Account Acct. No.: 13 07622 20 4 Amount: _____

Address:
23 HARVEY CRES ALDINGA BEACH LT 1
C24555

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1307622204



Bill code: 8888
Ref: 1307622204

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 1307622204



**Government of
South Australia**

South Australian Water Corporation
250 Victoria Square/Tarntanyangga
Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2747760

FORM 1 ON FROME
L1/147 FROME ST
ADELAIDE SA 5000

DATE OF ISSUE
20/01/2026

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
07754219	P C HARRISON			
PROPERTY DESCRIPTION				
23 HARVEY CRES / ALDINGA BEACH SA 5173 / LT 1 C24555				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1307622204	CT 6015/938	\$590,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	199.65	
	- REMISSION	\$	120.15	
	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-129.50	
	= AMOUNT PAYABLE	\$	0.00	
FINANCIAL YEAR				
2025-2026				

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE 20/04/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.




Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7013568519</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the Land Tax Act 1936. The details shown are current as at the date of issue.

PIR Reference No: 2747760

DATE OF ISSUE

20/01/2026

FORM 1 ON FROME
L1/147 FROME ST
ADELAIDE SA 5000

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

P C HARRISON

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

23 HARVEY CRES / ALDINGA BEACH SA 5173 / LT 1 C24555

ASSESSMENT NUMBER

1307622204

TITLE REF.

(A "+" indicates multiple titles)

CT 6015/938

TAXABLE SITE VALUE

\$455,000.00

AREA

0.0351 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	\$	0.00	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= AMOUNT PAYABLE	\$	0.00			

Please Note:

If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE

20/04/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.




Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7013568428</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	CA0006161904
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	26/01/2026 to 26/01/2027 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 24555 INC.
Situation	23 HARVEY CRESCENT ALDINGA BEACH SA 5173

Policies Selected

Policy 1 – Community Property

Community property: \$50,000
Community income: \$7,500
Common area contents: \$0

Policy 2 – Liability to Others

Limit of liability: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Not Selected

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000
Part B: Appeal expenses – common property health & safety breaches: \$100,000
Part C: Legal Defence Expenses: \$50,000



Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

27/01/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the website: www.cbs.sa.gov.au

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit: www.cbs.sa.gov.au

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

IMPORTANT NOTICE
SMOKE ALARM LEGISLATION

Legislation relating to smoke alarms came into force on the 1st day of February 1998.

- If the home you are purchasing was built on or after the 1st of January 1995, then it should already have an operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.
- If the home was built prior to the 1st of January 1995, but purchased by the vendor on or after 1st February 1998, then it should already have either an operational mains powered smoke alarm installed, or one powered by 10 year life, non-replaceable, non-removeable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.
- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removeable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of \$750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.
