

Form 1—Vendor's statement

Contents

Preliminary

Part A—Parties and land

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

Part C—Statement with respect to required particulars

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

Schedule

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: **KENNETH JOCK ETHERTON AS REGARDS ½ SHARE AND MAREE JOY ETHERTON AS REGARDS ½ SHARE**
Address: **71 OLD COACH ROAD KANGARILLA SA 5157**
- 4 Vendor's registered agent: **OJWENS CASSERLY REAL ESTATE PTY. LTD.**
Address: **210 GREENHILL ROAD EASTWOOD SA 5063**
- 5 Date of contract (if made before this statement is served): / /2025
- 6 Description of the land: **30-32 STONE HUT CIRCUIT ENCOUNTER BAY SA 5211 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5371 FOLIOS 698 & 699 BEING ALLOTMENTS 116 AND 117 DEPOSITED PLAN 46144 IN THE AREA NAMED ENCOUNTER BAY HUNDRED OF ENCOUNTER BAY**

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:
71 OLD COACH ROAD KANGARILLA SA 5157
 (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
 (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:



We, KENNETH JOCK ETHERTON AS REGARDS 1/2SHARE AND MAREE JOY ETHERTON AS REGARDS 1/2 SHARE,

of 71 OLD COACH ROAD KANGARILLA SA 5157 being the vendors 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:

15 / 04 / 2025

16 / 04 / 2025

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: **NIL**

Date: 15/4/25



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?</i> PROPERTY INTEREST REPORT – STATUTORY EASEMENTS</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>
	Easement (whether over the land or annexed to the land)	<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>Note—</p> <p>"Easement" includes rights of way and party wall rights</p>	<p>Are there attachments? CERTIFICATES OF TITLE</p> <ol style="list-style-type: none"> REFER THE LAND MARKED A ON CERTIFICATES OF TITLE REFER THE LAND MARKED B ON CERTIFICATES OF TITLE <p>Description of land subject to easement:</p> <ol style="list-style-type: none"> PORTION OF THE LAND MARKED A ON CERTIFICATES OF TITLE PORTION OF THE LAND MARKED B ON CERTIFICATES OF TITLE <p>Nature of easement:</p> <ol style="list-style-type: none"> SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA) SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED B FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA) <p>Are you aware of any encroachment on the easement? NO If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given? N/A If YES, give details:</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>Are there attachments? ENCUMBRANCE</p> <p>Nature of restrictive covenant: REFER ATTACHED ENCUMBRANCE</p> <p>Name of person in whose favour restrictive covenant operates: CITY OF VICTOR HARBOR</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? NO</p>	<p>YES</p> <p>NO</p> <p>YES</p>
<p>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.)</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>Are there attachments? RESIDENTIAL TENANCY AGREEMENT AND EXTENSIONS</p> <p>Names of parties: MICHELLE JORGENSEN AND MIKAELA JORGENSEN</p> <p>Period of lease, agreement for lease etc: 10/10/2023 TO 16/06/2025</p> <p>Amount of rent or licence fee: \$1,110.00 PER FORTNIGHT</p> <p>Is the lease, agreement for lease etc in writing? YES</p>	<p>YES</p> <p>NO</p> <p>YES</p>

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify—

- (a) the Act under which the lease or licence was granted:
- (b) the outstanding amounts due (including any interest or penalty):

5. Development Act 1993

5.1	section 42—Condition (that continues to apply) of a development authorisation	<i>Is this item applicable?</i>	YES
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
		<i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS	YES
		Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS	

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 1966</i> (repealed) NOT APPLICABLE	<i>Is this item applicable?</i>	
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	
		<i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH REPEALED ACT CONDITIONS	YES
		Nature of condition(s):	

29. Planning, Development and Infrastructure Act 2016

29.1	Part 5- Planning and Design Code	<i>Is this item applicable?</i>	YES
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
		<i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PART 5 – PLANNING AND DESIGN CODE, PLANS DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES	YES
		Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): ZONE: HILLS NEIGHBOURHOOD (HN) SUBZONE: NO ZONING OVERLAYS: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH ZONING OVERLAYS	
		Is there a State heritage place on the land or is the land situated in a State heritage area? NO	
		Is the land designated as a local heritage place? NO	
		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	

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**

Note – For further information about the Planning and Design Code visit www.code.plan.sa.gov.au

29.2 section 127—Condition (that continues to apply) of a development authorisation
NOT APPLICABLE

Is this item applicable?

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

Are there attachments: LOCAL GOVERNMENT (COUNCIL) SEARCH PLANS DATA EXTRACT ASSOCIATED DEVELOPMENT AUTHORISATION INFORMATION

YES

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

The following documents are annexed hereto -

Property Interest Report X 2

Copy of certificate(s) of title to the land X 2

Encumbrance

Local Government (Council) Search

SA Water, Emergency Service Levy and Land Tax Searches

Residential tenancy agreement and extensions

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 _____ 2025

Signed: _____

Purchaser(s)

Property Interest Report

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

Title Reference	CT 5371/698	Reference No. 2662218
Registered Proprietors	K J & M J*ETHERTON	Prepared 03/04/2025 10:43
Address of Property	30-32 STONE HUT CIRCUIT, ENCOUNTER BAY, SA 5211	
Local Govt. Authority	CITY OF VICTOR HARBOR	
Local Govt. Address	POST OFFICE BOX 11, VICTOR HARBOR, SA 5211	

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 *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)
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
- [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

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

Code Amendment

Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

Code Amendment

Precinct 202 - The City of Victor Harbor is proposing to rezone the Affected Area from 'Business Neighbourhood Zone' to the Community Facilities Zone with retention of existing overlays. The proposed rezone will enable the anticipated use of the land for a Sport and Recreation Precinct on Lot 202 of the Affected Area in response to the demands and pressures of a growing community and region. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations for further information or phone PlanSA 1800 752 664.

Code Amendment

Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

Code Amendment

Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations 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 Contact the Local Government Authority for details relevant to this item

order

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>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 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 5371/698
Status: CURRENT
Edition: 6

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

REAL PROPERTY ACT, 1886

**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 5371 Folio 698

Parent Title(s) CT 5276/39
Creating Dealing(s) RTU 8157308
Title Issued 23/10/1996 **Edition** 6 **Edition Issued** 22/05/2014

Estate Type

FEE SIMPLE

Registered Proprietor

KENNETH JOCK ETHERTON
OF 30-32 STONEHUT CIRCUIT ENCOUNTER BAY SA 5211
1 / 2 SHARE

MAREE JOY ETHERTON
OF 30-32 STONEHUT CIRCUIT ENCOUNTER BAY SA 5211
1 / 2 SHARE

Description of Land

ALLOTMENT 116 DEPOSITED PLAN 46144
IN THE AREA NAMED ENCOUNTER BAY
HUNDRED OF ENCOUNTER BAY

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

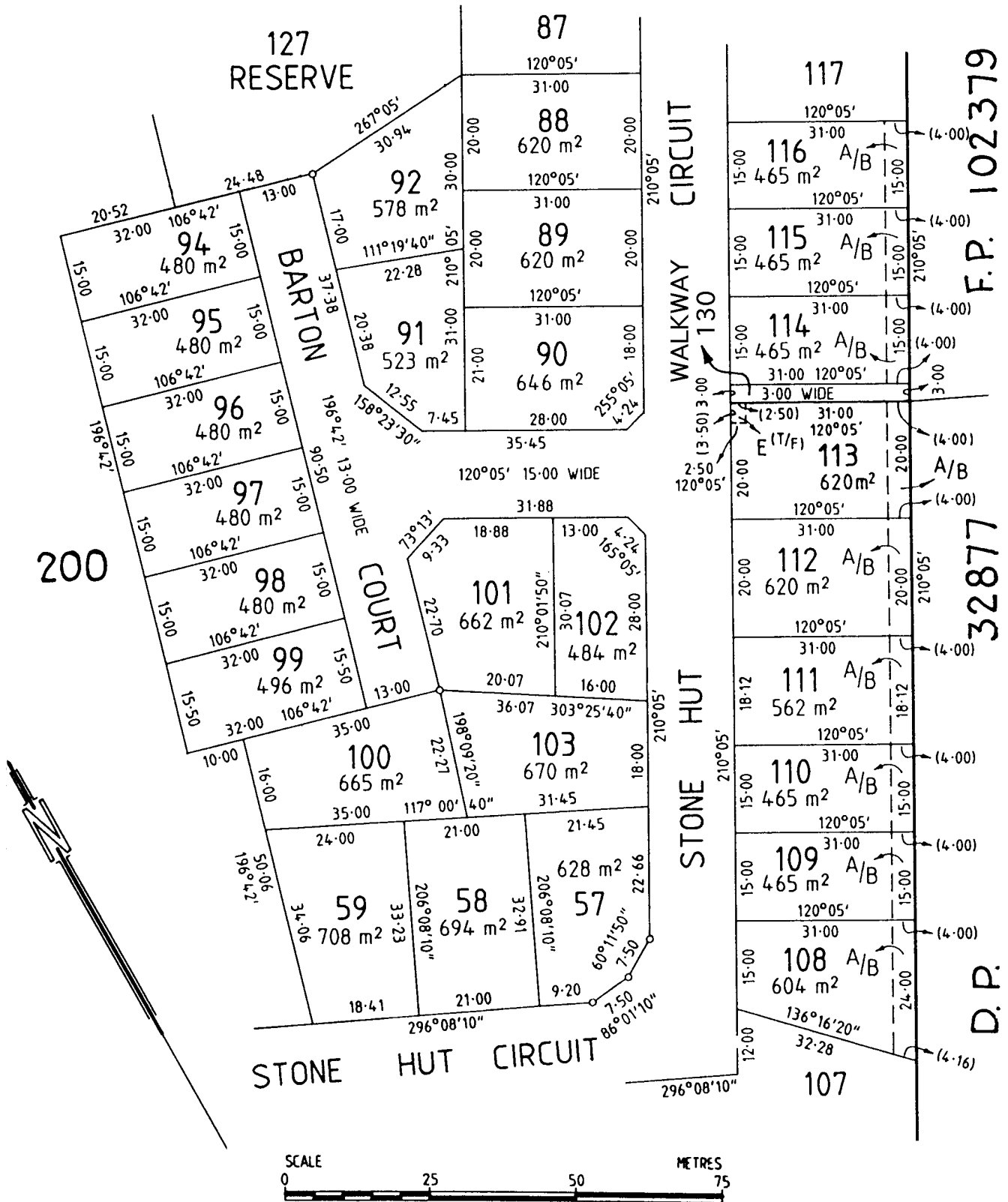
SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED B FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

Schedule of Dealings

Dealing Number	Description
12123767	ENCUMBRANCE TO CITY OF VICTOR HARBOR

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL



F.P. 102379

32877

D.P.

Certificate of Title

Title Reference CT 5371/698
Status CURRENT
Easement YES
Owner Number 16417337
Address for Notices 30-32 STONEHUT CCT ENCOUNTER BAY 5211
Area 465m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

KENNETH JOCK ETHERTON
OF 30-32 STONEHUT CIRCUIT ENCOUNTER BAY SA 5211
1 / 2 SHARE

MAREE JOY ETHERTON
OF 30-32 STONEHUT CIRCUIT ENCOUNTER BAY SA 5211
1 / 2 SHARE

Description of Land

ALLOTMENT 116 DEPOSITED PLAN 46144
IN THE AREA NAMED ENCOUNTER BAY
HUNDRED OF ENCOUNTER BAY

Last Sale Details

Dealing Reference TRANSFER (T) 12123766
Dealing Date 24/04/2014
Sale Price \$420,000
Sale Type TRANSFER OF A PARTIAL INTEREST OR AN INTEREST IN MULTIPLE TITLES

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	12123767	CITY OF VICTOR HARBOR

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
4508658258	CURRENT	30-32 STONE HUT CIRCUIT, ENCOUNTER BAY, SA 5211

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	4508658258
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2001
Property Location	30-32 STONE HUT CIRCUIT, ENCOUNTER BAY, SA 5211
Local Government	VICTOR HARBOR
Owner Names	MAREE JOY ETHERTON KENNETH JOCK ETHERTON
Owner Number	16417337
Address for Notices	30-32 STONEHUT CCT ENCOUNTER BAY 5211
Zone / Subzone	HN - Hills Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5HDG SH
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D46144 ALLOTMENT 116	CT 5371/698
D46144 ALLOTMENT 117	CT 5371/699

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$360,000	\$660,000			
Previous	\$325,000	\$660,000			

Building Details

Valuation Number	4508658258
Building Style	Architectural
Year Built	2001
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	214 sqm
Number of Main Rooms	5

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

Property Interest Report

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

Title Reference	CT 5371/699	Reference No. 2662218
Registered Proprietors	K J & M J*ETHERTON	Prepared 03/04/2025 10:43
Address of Property	30-32 STONE HUT CIRCUIT, ENCOUNTER BAY, SA 5211	
Local Govt. Authority	CITY OF VICTOR HARBOR	
Local Govt. Address	POST OFFICE BOX 11, VICTOR HARBOR, SA 5211	

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 *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)
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
- [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

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

Code Amendment

Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

Code Amendment

Precinct 202 - The City of Victor Harbor is proposing to rezone the Affected Area from 'Business Neighbourhood Zone' to the Community Facilities Zone with retention of existing overlays. The proposed rezone will enable the anticipated use of the land for a Sport and Recreation Precinct on Lot 202 of the Affected Area in response to the demands and pressures of a growing community and region. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations for further information or phone PlanSA 1800 752 664.

Code Amendment

Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

Code Amendment

Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations 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 Contact the Local Government Authority for details relevant to this item

order

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>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 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 5371/699
Status: CURRENT
Edition: 5

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

REAL PROPERTY ACT, 1886



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 5371 Folio 699

Parent Title(s) CT 5276/39
Creating Dealing(s) RTU 8157308
Title Issued 23/10/1996 Edition 5 Edition Issued 22/05/2014

Estate Type

FEE SIMPLE

Registered Proprietor

KENNETH JOCK ETHERTON
OF 30-32 STONEHUT CIRCUIT ENCOUNTER BAY SA 5211
1 / 2 SHARE

MAREE JOY ETHERTON
OF 30-32 STONEHUT CIRCUIT ENCOUNTER BAY SA 5211
1 / 2 SHARE

Description of Land

ALLOTMENT 117 DEPOSITED PLAN 46144
IN THE AREA NAMED ENCOUNTER BAY
HUNDRED OF ENCOUNTER BAY

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED B FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

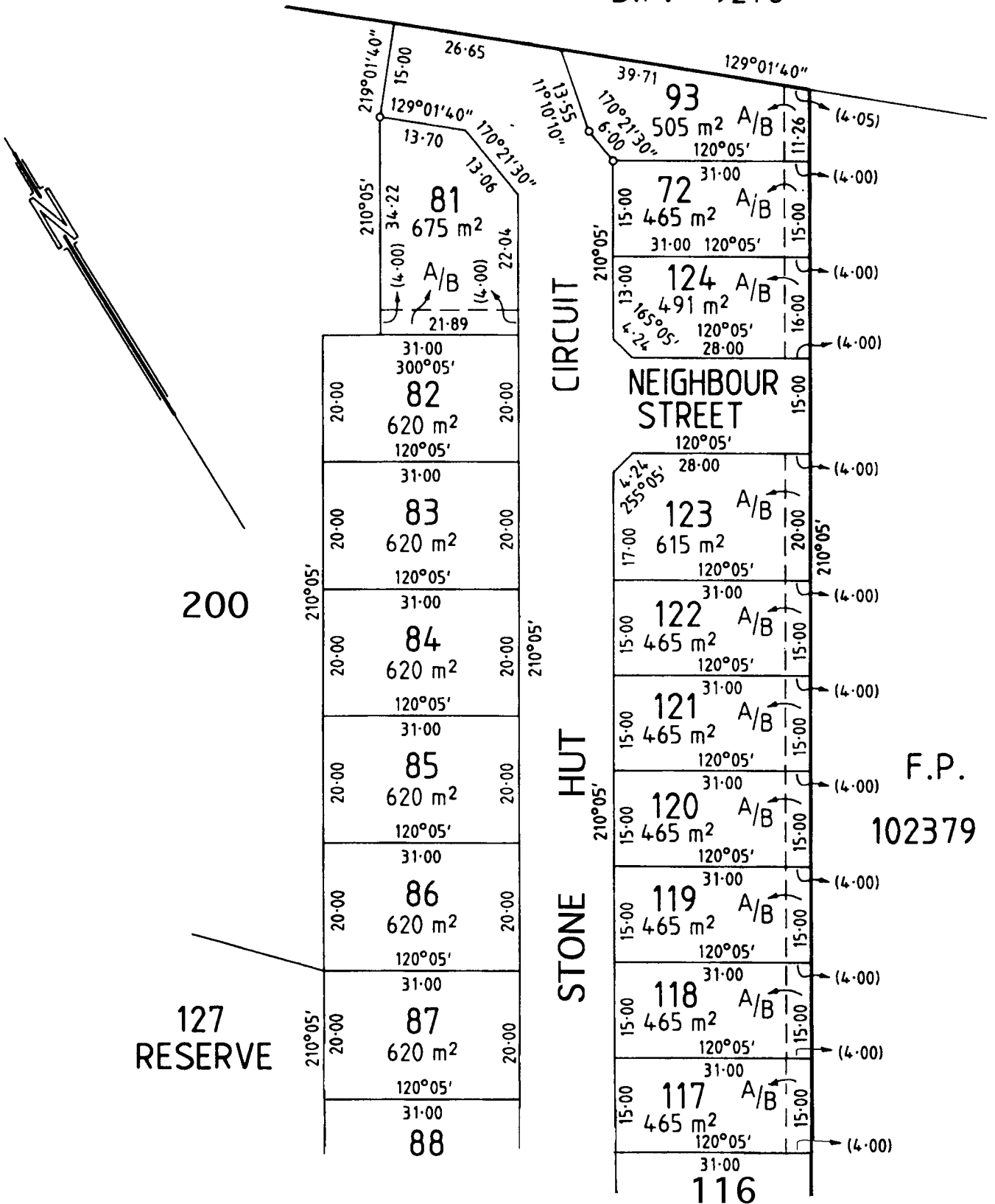
Schedule of Dealings

Dealing Number	Description
12123767	ENCUMBRANCE TO CITY OF VICTOR HARBOR

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

D.P. 9276



127
RESERVE

200

CIRCUIT

NEIGHBOUR
STREET

HUT
STONE

F.P.
102379



Certificate of Title

Title Reference CT 5371/699
Status CURRENT
Easement YES
Owner Number 16417337
Address for Notices 30-32 STONEHUT CCT ENCOUNTER BAY 5211
Area 465m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

KENNETH JOCK ETHERTON
OF 30-32 STONEHUT CIRCUIT ENCOUNTER BAY SA 5211
1 / 2 SHARE

MAREE JOY ETHERTON
OF 30-32 STONEHUT CIRCUIT ENCOUNTER BAY SA 5211
1 / 2 SHARE

Description of Land

ALLOTMENT 117 DEPOSITED PLAN 46144
IN THE AREA NAMED ENCOUNTER BAY
HUNDRED OF ENCOUNTER BAY

Last Sale Details

Dealing Reference TRANSFER (T) 12123766
Dealing Date 24/04/2014
Sale Price \$420,000
Sale Type TRANSFER OF A PARTIAL INTEREST OR AN INTEREST IN MULTIPLE TITLES

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	12123767	CITY OF VICTOR HARBOR

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
4508658258	CURRENT	30-32 STONE HUT CIRCUIT, ENCOUNTER BAY, SA 5211

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	4508658258
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2001
Property Location	30-32 STONE HUT CIRCUIT, ENCOUNTER BAY, SA 5211
Local Government	VICTOR HARBOR
Owner Names	MAREE JOY ETHERTON KENNETH JOCK ETHERTON
Owner Number	16417337
Address for Notices	30-32 STONEHUT CCT ENCOUNTER BAY 5211
Zone / Subzone	HN - Hills Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5HDG SH
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D46144 ALLOTMENT 116	CT 5371/698
D46144 ALLOTMENT 117	CT 5371/699

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$360,000	\$660,000			
Previous	\$325,000	\$660,000			

Building Details

Valuation Number	4508658258
Building Style	Architectural
Year Built	2001
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	214 sqm
Number of Main Rooms	5

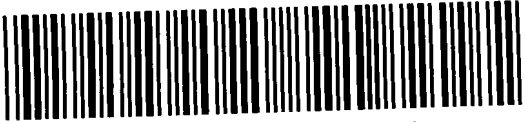
Note – this information is not guaranteed by the Government of South Australia

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

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

E 12123767



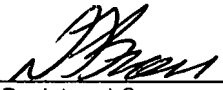
12:06 1-May-2014

Single Copy Only 4 of 4 Fees: \$148.00

Series No.
4

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886



Registered Conveyancer
Deanne Sheree Brown

AGENT CODE

Lodged by:

Correction to: Bartel & Hall
34 Victoria Street, Victor Harbor SA 5211

BARTP

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



1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	22 MAY 2014
 Pro	 REGISTRAR-GENERAL

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND THE ENCUMBRANCEE in accordance with the terms and conditions expressed * herein / in Memorandum No _____ subject to such exclusions and amendments specified herein.

DATED 13/4/2014

EXECUTION

KJ. Eather
Signature of the ENCUMBRANCER

M.A. Eather
Signature of the ENCUMBRANCER

[Signature]
Signature of WITNESS - Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity.

[Signature]
Signature of WITNESS - Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity. *

ANN-MARIE POLE
Print Full name of Witness (BLOCK LETTERS)

ANN-MARIE POLE
Print Full name of Witness (BLOCK LETTERS)

60 DARLING STREET

60 DARLING STREET

WENTWORTH 2648
Address of Witness

WENTWORTH 2648
Address of Witness

0350 273161
Business Hours Telephone Number

0350 273161
Business Hours Telephone Number

* NB A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. The Encumbrancer does encumber the Land to the intent that it shall be binding on the Encumbrancer and on all successive owners; assignees, heirs, executors, administrators and transferees thereof AND with the performance or observance of the covenants by the Encumbrancer hereinafter contained AND the Encumbrancer HEREBY COVENANTS with the said Encumbrancee (in addition) and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancee implied herein under and by virtue of the provisions of the Real Property Act, 1886 (as amended), and any amendments hereof for the time being in force except insofar as the same are hereby expressly or impliedly varied or modified in the manner following.
2. During the continuance of this Encumbrance the Encumbrancer shall not upon the Land or in respect thereof:
 - (a) erect or suffer to be erected or to remain thereon any building, fence or other structure (including roofing, garages and other outbuildings) whereby all or any portion of the building material used or contained in such building, fence or other structure is of reflective galvanised Iron;
 - (b) suffer allow or permit any mobile home or transportable home of any type whatsoever situated on the Land to be used for residential purposes;
 - (c) erect or permit to be erected upon the land any dwelling home, shed, outbuilding, fence or any other structure whatsoever higher than the A.H.D. elevation level of 91.00;
 - (d) not allow any trees, shrubs or any other vegetation to grow to a higher level than the abovementioned A.H.D. elevation level.
3. During the continuance of this Encumbrance the Encumbrancer shall comply with the requirements of the City of Victor Harbor required from time to time.
4. The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations herein contained or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the said plan of subdivision and whether the same were entered into or imposed before or at the same time as or after the date hereof and no such modification or waiver or release shall release the Encumbrancer or his successors in title from the covenants and other stipulations herein contained and implied.
5. The Encumbrancer will not enter into any contract to sell and will not otherwise dispose of its estate or interest in the said land or any part thereof hereby encumbered without first having obtained from the intending Purchaser or Transferee another binding Agreement to execute and lodge for registration under the provisions of the Real Property Act aforesaid forthwith after the registration of the Memorandum of Transfer in respect of the said land a Memorandum of Encumbrance in the same or substantially similar form as this Memorandum of Encumbrance containing the same or substantially similar covenants and stipulations (including this covenant) in favour of the Encumbrancee.
6. In this instrument:
 - (i) Unless repugnant to the context of the words importing any particular gender shall include all other genders and words importing the singular numbers shall include the plural and vice versa;
 - (ii) If there shall be more than one person responsible hereunder as the Encumbrancer or as a successor in title to the Encumbrancer the liability of all such persons shall be both joint and several

AND subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to the Encumbrancees by the Real Property Act aforesaid.

MEMORANDUM OF ENCUMBRANCE

Guidance

Notes available

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land comprised in Certificates of Title Volume 5371 Folio 698 and Volume 5371 Folio 699

ESTATE AND INTEREST

Fee simple

ENCUMBRANCES

NIL

ENCUMBRANCER (Full name and address)

KENNETH JOCK ETHERTON and MAREE JOY ETHERTON both of 30-32 Stonehut Circuit, Encounter Bay SA 5211

ENCUMBRANCEE (Full name, address and mode of holding)

CITY OF VICTOR HARBOR of PO Box 11 Victor Harbor South Australia 5211

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

- | | |
|--|---|
| <p>(a) Insert the amount of the annuity or rent charge</p> | <p>(a) TEN CENTS IF DEMANDED</p> |
| <p>(b) State the term of the annuity or rent charge.
If for life use the words "during his or her lifetime"</p> | <p>(b) TO BE PAID TO THE ENCUMBRANCEE FOR 3,999 YEARS</p> |
| <p>(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.</p> | <p>(c) AT THE TIMES AND IN THE MANNER FOLLOWING IF DEMANDED ON THE 1ST DAY OF MAY 2014 IN EVERY AND EACH YEAR COMMENCING ON THE 1ST DAY OF MAY NEXT</p> |

Section 48 Notice

Harcourts
South Coast



This notice is to be retained by the Tenant

Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. **AGENT:** Company Name/Legal Entity:

Company Representative:

ABN (if applicable): RLA No:

Street 1:

Street 2:

Suburb: State: Postcode:

Telephone: W: M:

Email:

Address for service of documents if different to above:

2. **LANDLORD 1:** Full Names:

Address for service of documents as below

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable):

LANDLORD 2: Full Names:

Address for service of documents as below

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable):

3. **PERSON WITH SUPERIOR TITLE TO LANDLORD** (if applicable):

Street 1:			
Street 2:			
Suburb:		State:	
		Postcode:	
ABN (if applicable):			

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: Kenneth and Maree Etherton	
Address for service of documents (must not be agent's address): Po Box 2174	
Victor Harbor	Postcode: 5211
Contact telephone number (only required if no agent is managing the property for the landlord):	

Agent:

Insert name of registered agent or person managing the property for the landlord: Harcourts South Coast		
Address (for service of documents): 244 Port Elliot Road		RLA: 228117
HAYBOROUGH SA		Postcode: 5211
Telephone: 0885525744	Mobile: 0488010290	Email address for service of notice or document: kschwartz@harcourts.com.au

Tenant:

Insert full name of tenant :	Michelle Jorgensen	
Contact telephone number:	0457200533	Email address for service of notice or document: michellejorgensen7@gmail.com
Insert full name of tenant :	Daniel Jorgensen	
Contact telephone number:	0411774451	Email address for service of notice or document: danieljorgensen.1302@gmail.com

Address of premises:

30 Stone Hut Circuit, Encounter Bay SA 5211
--

Term of agreement:

Starting on 10/10/2023	Ending on: 11/12/2023	Term of Custom Dates
-------------------------------	------------------------------	-----------------------------

Rent:

Payment of rent will be made on:

Bond amount:

\$1040.00	Tuesday	fortnightly	\$3120.00
------------------	----------------	--------------------	------------------

Does the property meet minimum housing standards? (see <i>Housing Improvement Act 2016</i>) Yes
Is there a rent control notice or order on the property? 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.

a. Direct Debit:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

b. Credit/Debit card:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

c. Wallet:

Payment is to be processed via OurProperty Payments.

d. Direct Debit Control:

Payment is to be processed via OurProperty Payments.

e. Post Office:

Payment is to be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by Cash or EFTPOS.

Note : Payment methods available and any associated charges are subject to change over the course of the lease.

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

Type	Make	Model	Serial number	Purchase date	Warranty	Manual	Remote

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 the box;

All water use and supply charge <input checked="" type="checkbox"/>	All water use only <input type="checkbox"/>	Supply charge only <input type="checkbox"/>	Other <input type="checkbox"/> 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:

Occupants:

Michelle Jorgensen, Daniel Jorgensen

PROSPECTIVE SALE No Yes

The Landlord has a present intention to sell the Property. **If YES**, give details.

General Conditions

1. Application of Act and Regulations

The provisions of the Residential Tenancies Act (the "Act") and the Residential Tenancies (General) regulations (the "Regulations") as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or

Regulations will prevail and the terms and conditions herein will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement.

2. Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate specified on page 1 and in the manner and place specified therein without setoff or abatement.

3. Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay water rates as set out above (as this may be amended by regulation from time to time) unless otherwise indicated in this Agreement.

4. Rent Review

The rent will be reviewed and increased from time to time in as expressly agreed and stated herein above in accordance with the Act and the parties agree that the Landlord can increase the rent during this Agreement otherwise subject to the provisions of s55 of the Act and any provisions relating to Notice under the Act and such increases by Notice are limited to prior notice and not before any period limiting increases under s55(2)(c) of the Act.

5. Subletting and Assignment

The Tenant may not sublet the Premises or assign his interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld.

6. Termination

The Landlord may terminate this Agreement by notice given should there be any breach of the terms of this Agreement. Such notice is to be given in a written form specifying the breach and informing the Tenant that if the breach is not remedied within the specified period (which must be period of at least 7 days) from the date the notice is given then the tenancy will be terminated by force of the Notice. Notice will be in the form prescribed under the Regulations. The Landlord may terminate the Agreement on the grounds of non payment of rent where rent or any part thereof has been outstanding for a period of 14 days.

7. Tenants Obligations

The Tenant must:

- 7.1. Pay for all services to the Premises to include but not limited to gas, oil, electricity, water consumption and telephone costs.
- 7.2. Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other services to the property.
- 7.3. Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4. Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5. Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and or negligent act of the Tenant and or their invitees.
- 7.6. Maintain the Premises the grounds and gardens to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7. Where the Premises comprise a unit under the Strata Titles Act or the Community Titles Act or are comprised in a form of multiple dwelling the Tenant will comply in all respects with the provisions of the Articles of the Corporation and directions of the Corporation or the management of rights of unit or lot holders.
- 7.8. The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.

- 7.9. Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.

The Tenant will not:

- 7.10. Alter or remove a lock or security device or add a lock or security device without the consent of the Landlord and the Tenant will insure all the Tenant's belongings against all risks.
- 7.11. Without the Landlord's written consent to make any alteration or addition to the Premises whatsoever.
- 7.12. Use or cause or permit the Premises to be used for any illegal or unauthorised purpose or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13. Intentionally or negligently cause or allow damage to the Premises (including placing of nails plugs or screws and or fixing any adhesives to any part of the Premises whatsoever).
- 7.14. Fix any television antennae to the Premises without the prior written consent of the Landlord.
- 7.15. Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.16. Keep any animals (to include birds, poultry, fish, mammals and reptiles) at or on the Premises.
- 7.17. Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.18. Bring any bicycle, motor cycle into the living areas of the Premises.
- 7.19. Erect or place any sign or notice on or in the Premises.
- 7.20. If the Premises contains a swimming pool then the Tenant will
- 7.21. Maintain the pool in all things at the expense of the Tenant for chemicals, any maintenance and cleaning and labour costs.
- 7.22. Observe all maintenance instructions and regimes and all instructions of the Landlord relating to maintenance.
- 7.23. Not drain the pool or instruct any structural repairs or maintenance without the consent of the Landlord.
- 7.24. Advise the Landlord of any damage to equipment, malfunction of equipment or any deterioration of the pool requiring attention.

8. Landlords' Obligations

The Landlord will:

- 8.1. Deliver the Premises at the commencement of the term in a reasonable state of cleanliness.
- 8.2. Provide and maintain the Premises and ancillary property are in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3. Provide adequate locks and devices to secure the Premises.
- 8.4. Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

9. Right of Entry

The Landlord may subject to the Act enter the Premises in the following circumstances:

- 9.1. Immediately in an emergency.
- 9.2. To carry out necessary repairs or maintenance at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3. As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4. To inspect the Premises but not more than once every 28 days and at a reasonable hour upon not less than 7 nor more than 14 days prior written notice.
- 9.5. For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.
- 9.6. For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable

notice to the Tenant.

9.7. At any time with the consent of the tenant given immediately before the time of entry.

10. Compensation for Damages

If the Tenant causes damage to the Premises by removing a fixture the Tenant must notify the Landlord and at the option of the Landlord repair the damage or compensate the Landlord for the costs of repairing the damage. The Tenant will indemnify and keep indemnified the Landlord against all claims whatsoever brought by any party against the Landlord or the occupier of the Premises arising from the Tenants breach of this Agreement and or any negligence arising from the Tenants use of the Premises.

11. Termination by Landlord

Periodic Tenancy Only

11.1. If the tenancy is a periodic tenancy the Landlord may terminate this Agreement in accordance with Regulations and the form of Schedule 3 of the Regulations for cause. The Landlord may further give the Tenant at least 90 days notice of termination of this Agreement without specifying any grounds for the notice but again in the form regulated by Schedule 3 of the Regulations. Notice of termination can also otherwise be given of not less than 60 days if the Premises (property) is sold and of not less than 90 days if the Premises are required for personal use.

Fixed Term

11.2. If the tenancy is for a fixed term the Landlord can terminate for cause subject to the Regulations and as in clause 6.

12. Termination by Tenant - Periodic Tenancy

If the tenancy is a periodic tenancy the Tenant may terminate this Agreement by giving a notice in writing to the Landlord of at least 21 days or a period equivalent to a single period of the tenancy (whichever is the longer) without specifying any ground for the notice.

13. Re-letting

If the Tenant breaches this Agreement during its term and the Landlord re-lets the Premises the Tenant will pay the Landlord's reasonable re-letting costs including advertising out of pocket expenses and legal fees together with the rent until the property is re-let. The Landlord or its manager may make a charge for processing an application for consent to sublet or re-let the property.

14. Definitions

A reference to an Act of Parliament or to a section of an Act includes any amendment thereto or re-enactment thereof for the time being in force. Where 2 or more persons are named in this Agreement their liability will be joint and several. A person will mean and include a corporation. A reference to the Landlord will mean and include the Manager of the Landlord from time to time acting and will include the servant agents and employees of the Landlord and or the Manager. Premises will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises. The Manager will be the party described in this Agreement being the Agent or other party acting for the Landlord in the management of the Premises.

15. GST

Rental will not include GST. The Tenant will pay all GST unless excluded by law. GST will mean any Goods & Services tax imposed to include A New Tax System (Goods and Services Tax) Act 1999 or any amending or replacing Act.

Additional Terms Annexure

Damage to Others

The Tenant indemnifies the Landlord and Agent against: (a) any injury, loss or damage which may be caused to the

Premises; (b) the death or injury of the Tenant, the members of his family or household, his guests and invitees: and (c) loss of or damage to the Tenant's property or the property of the of other persons; where (a) (b) or (c) result from the use or misuse of the Premises by the Tenant or other persons on the Premises with consent of the Tenant.

Email Contact

The tenant acknowledges that correspondence by our office will be made via email or post and that emails is an acceptable form of contact. The tenant acknowledges that it is their responsibility to advise Harcourts of any changes to these details.

Emergency Contact Information

In case of an emergency repair, maintenance, accident etc. outside of normal business hours 9am to 5pm Monday to Friday or Public Holidays the Tenant agrees to and will contact the Agent on the emergency afterhours number notified and give full details of the nature of the repair, maintenance or accident which is or could be detrimental to health, life or security of the Premises.

General Maintenance

The Tenant agrees and will maintain the Premises by keeping the Premises in a clean , neat & tidy condition at all times. No rubbish is allowed to be left in or around the Premises or units if in a group. All maintenance requests are to be reported via the Agent, Property Manager's email address advised.

The Tenant is responsible during the tenancy and in particular at the end of the tenancy to present the Premises in a clean, neat & tidy condition including all fixtures and fittings, windows, paths, driveways and gardens. Should there be any damage caused to walls, ceilings, curtains, blinds or flooring by smoking inside, the tenants will bear the cost of any cleaning, repairs or replacement of items as necessary.

~~and~~ Floating floorboards are to be washed with a damp mop ONLY. Over wetting causes damage, it will be at the Tenant's expense to repair any such damage caused by the Tenant, by an authorised tradesperson.

~~and~~ Blu Tac, thumbnails or sticky tape is to be used on the walls or ceilings.

~~and~~ Chopping boards are to be used in the kitchen at all times.

~~and~~ The Tenant will provide an oil tray and not allow the car to drip oil on driveway or parking areas, and will keep the same free of rubbish or oil stains. Under no circumstances is the tenant's to park any type of vehicle on any part of the garden area. The tenant's is not permitted to keep unregistered or un-roadworthy vehicles of any type on the Premises.

~~and~~ The curtains, blinds and carpets are to be cleaned or vacuumed on a regular basis by the Tenant .

~~and~~ The Tenant is liable for any damage caused by their pot plants or pets to floors .

~~and~~ The Tenant will not under any circumstances use kerosene type heaters or Gas Bottle Cylinders in the Premises, nor store any dangerous goods or substances on the Premises.

~~and~~ The Tenant agrees to and will not place any sanitary items, paper towels, latex products, wet ones or excess toilet paper into the toilet. Should this be the cause of a blockage, the Tenant will be charged for the plumber's invoice.

~~and~~ No extra picture hooks are allowed on any walls unless approved by the Landlord in writing.

~~and~~ If the smoke alarm(s) at the Premises appear not to be working for any reason the Tenant will advise the Agent immediately. Where the Landlord has arranged an annual compliance check of the smoke alarm the Tenant will allow access. The service contractor will provide advance notice of their attendance.

~~and~~ The Tenant agrees to regularly dispose of any broken furniture , bottles and cans and general rubbish during the tenancy.

Inspections

At all periodic inspections the Premises is to be presented in a good clean, neat & tidy condition. The Agent will be checking all wet areas for mould & scum and all appliances (particularly the oven, griller and cooktops,) vents, range hoods, exhaust covers, light fittings, window sills & tracks.

The Agent will look at air conditioning vents and filters and that lawns are mowed and edged and gardens are neat, tidy and weed free. Photos of the Premises will be taken during the inspection. The Agent will use spare keys to access the Premises at all periodic inspections and will confirm all inspections by letter or email between 7 and 14 days prior and as required under the Act

Late Payments of Rent

The Tenant is encouraged to ensure the rent is paid on time every time so that our business relationship remains beneficial for both parties. The Tenant should contact the agent if they have any queries or concerns regarding Rent Arrears Policy. In extreme cases of rent arrears the Agent may lodge details on the tenancy screening databases.

The Agent's Rent Arrears Policy is as follows:-

2-3 Days Late - The Agent may send you an automated SMS text message or email.

4-5 Days Late - A 'Friendly Reminder' email or SMS text message will be sent and the Agent may phone the Tenant.

7 to 8 Days Late - SMS text message will be sent and the Agent will phone the Tenant or may visit the Premises.

10 Days Late - A 'Final Reminder' email may be sent and the Agent will phone the Tenant or may visit the Premises.

15 to 16 Days Late - Breach of Tenancy Notice will be issued. Eviction will follow if the problem is not remedied.

Where the Tenant is consistently late in rental payments the Landlord may elect not to renew the tenancy.

Any tenancy reference provided by the Agency as authorised by the Tenant, will include a summary of

payment history. The Agent encourages the Tenant to ensure their rent is paid on time, every time so that our business relationship remains beneficial for both parties.

Regulations of Buildings

The Tenant agrees to abide by any strata regulations & rules if applicable.

The Tenant agrees to observe the "quiet enjoyment" and peace of all nearby neighbours.

Services

The Tenant will notify the appropriate suppliers of services (power and gas) at commencement and departure dates at the end of tenancy.

The Landlord does not warrant that internet or other services work or are connected and any such services are the responsibility of the Tenant.

Smoking

The Tenant is aware and agrees that smoking is not permitted inside the Premises .

If the Tenant and/or visitors wish to smoke then this must be done outside of the Premises and all used wrappers, packets and butt ends are to be safely disposed of and no litter caused.

Sub-letting and Airbnb

The Tenant is expressly prohibited from subletting a part or whole of the Premises for any commercial endeavour such

as Airbnb without the Landlord's written consent first being obtained.

~~â€œ~~The Tenant is aware the Landlord rents the Premises to the Tenant only and the Tenant agrees not to rent, sublet or grant a licence to occupy part or whole of the Premises without prior written consent from the Landlord, for example the Tenant cannot list the Premises on Airbnb without express written consent and this is due in part to the damage and security risk imposed on the Landlord and the Premises and the fact that it is rented personally only.

~~â€œ~~The Tenant is not permitted to sublet the Premises for profit or reward at all nor part with possession of the Premises or any portion without consent in writing of the Landlord, unless expressly allowed at law.

~~â€œ~~possession is not be granted over the Premises or any portion thereof to a third party on a Holiday or Short Term basis, directly or through any agent or booking service and or through on- line services such as Airbnb without express written consent of the Landlord.

~~â€œ~~The Tenant is not entitled and will not increase the number of occupants in the Premises (as per the Residential Tenancy Agreement) without first obtaining approval in writing from the Landlord.

Tenants to Maintain Gardens (to the extent of any)

~~â€œ~~The Tenant agrees to maintain the lawn and garden areas of the Premises which includes (to the extent of any garden) watering, regular lawn mowing and edging, and to keep all gardens, lawns, including the verge and shrubs healthy, neat, tidy and weed free at all times.

~~â€œ~~The Tenant agrees to be responsible for ensuring any fallen leaf matter is swept up and disposed of accordingly. If a BBQ is used on the Premises, the floor needs to be protected from any grease from the BBQ

~~â€œ~~ Cobwebs in and around any external areas are to be regularly brushed down.

~~â€œ~~The Landlord (to the extent of any garden) will be responsible for seasonal pruning required depending on the type of gardens e.g. roses, fruit trees and hedges.

~~â€œ~~The Tenant will not install ponds, wading pools, swimming pools or spas on the Premises without the prior written permission from both the Landlord and Agent. Please Note that in the event that permission is granted the Tenant will bear the substantial cost of erecting a pool safety barrier as required by Law .

Vacating the Premises

~~â€œ~~The Premises are to be returned at the end of the Lease in the same condition and not less than that which it was at the commencement of the Lease (subject to any fair wear & tear).

~~â€œ~~The Agent recommends that the Tenant considers employing professional cleaners before the final inspection to ensure the Premises are cleaned to the same standard in the last month of tenancy.

~~â€œ~~The Tenant agrees to allow a "For Lease" signboard to be erected as necessary and to allow the agent access for open inspections.

~~â€œ~~The Tenant will not leave any personal belongings or rubbish on the Premises at the end of their Tenancy , as they may still be in possession and liable to rent and also costs of removal of any property.

~~â€œ~~If the Tenant does not follow any outgoing check lists and as a result or in any event the Premises is returned in an unsatisfactory condition, the Landlord is entitled to employ professional cleaners to rectify any issues and this expense will be deducted from the bond and or recovered from the Tenant .

~~â€œ~~At the end of the tenancy if keys & or a rent card are not returned, the Tenant may be required to pay additional costs to have locks changed & replacement of rent card.

~~â€œ~~The Tenant may also be charged for replacement of lost or damaged "ancillary property" provided with the Premises at the commencement of the tenancy by example and not limited to: remote controls for air conditioners, roller doors,

alarm systems, swipe cards for entry/exist doors, appliance manuals and any other ancillary property provided.

Payments

1. Payments are to be made only through OurProperty App/Web Portal.
2. Method of payment of rent/any bills: (A payment option without attending the premises must be offered to the tenant)
 - a. Direct Debit: (Transaction fee per transaction : \$1.95)
Payment is to be processed via OurProperty Payments through the OurTenant Portal/App
 - b. Credit/Debit card: (1.95% + 30c transaction fee per transaction)
Payment is to be processed via OurProperty Payments through the OurTenant Portal/App
 - c. Post Office: (No Charge)
Payment is to be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by
Cash or EFTPOS.
 - d. Direct Debit - Control: (Transaction fee per transaction : \$2.50)
Payment is to be processed via OurProperty Payments through the OurTenant Portal/App
 - e. Private Wallet: (Transaction fee per transaction : \$2.50)

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

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 lessor/agent

Name/trading name

Harcourts South Coast

Signature



Date

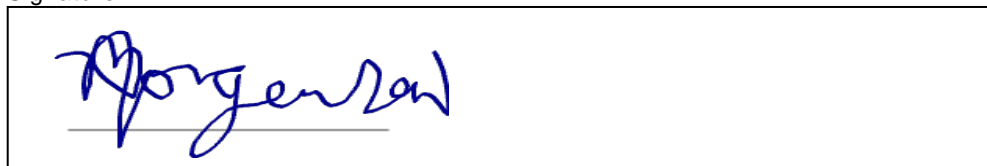
18/10/2023

Signature of tenant 1

Name/trading name

Michelle Jorgensen

Signature



Date

18/10/2023

IP: 202.7.248.220 | Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537

Signature of tenant 2

Name/trading name

Daniel Jorgensen

Signature



Date

18/10/2023

IP: 202.7.248.220 | Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537

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



Notice to tenant of lease extension

(Do not use this form for periodic or short fixed term tenancies)

To: Michelle Jorgensen and Daniel Jorgensen

Address of rented premises: 30 Stone Hut Circuit, Encounter Bay.

I give you notice that your current lease expires on 11/12/2023.

I wish to offer you a 12 Month extension of your lease from 12/12/2023 until 16/12/2024.

The rent will be increased from \$1040.00 per fortnightly to \$1070.00 per fortnightly with the first payment due on 12/12/2023.

The same Terms and Conditions will continue to apply as under the Original Tenancy Agreement dated 10/10/2023 and any Extension of Agreement signed thereafter.

If you accept, please sign and submit by 20/10/2023.

IMPORTANT INFORMATION:

Available payment methods for your continued tenancy.

a. Direct Debit:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

b. Credit/Debit card:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

c. Wallet:

Payment is to be processed via OurProperty Payments.

d. Direct Debit Control:

Payment is to be processed via OurProperty Payments.

e. Post Office:

Payment is to be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by Cash or EFTPOS.

Note : Payment methods available and any associated charges are subject to change over the course of the lease.

All other Terms and Conditions will continue to apply as under the Original Tenancy

- If you want to vacate at the end of the fixed term **you must** give your landlord at least 28 days written notice (Form 4B) to end the agreement.
- If you do not return this form, the landlord may give at least 28 days written notice (Form 2A) to end the agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement will continue as periodic.

Signature of lessor/agent

Name/trading name

Harcourts South Coast

Signature



Date

19/10/2023

Signature of tenant 1

Name/trading name

Michelle Jorgensen

Signature



A handwritten signature in blue ink, appearing to read 'Michelle Jorgensen', is written over a horizontal line within a rectangular box.

Date

19/10/2023

IP: |

Signature of tenant 2

Name/trading name

Daniel Jorgensen

Signature



A handwritten signature in blue ink, appearing to read 'Daniel Jorgensen', is written over a horizontal line within a rectangular box.

Date

19/10/2023

IP: |

HARRIS

Notice to tenant of lease extension

(Do not use this form for periodic or short fixed term tenancies)

To: Michelle Jorgensen and Mikaela Jorgensen

Address of rented premises: 30 Stone Hut Circuit, Encounter Bay.

I give you notice that your current lease expires on 16/12/2024.

I wish to offer you a 6 Month extension of your lease from 17/12/2024 until 16/06/2025.

The rent will be increased from \$1070.00 per fortnightly to \$1110.00 per fortnightly with the first payment due on 17/12/2024.

The same Terms and Conditions will continue to apply as under the Original Tenancy Agreement dated 17/12/2021 and any Extension of Agreement signed thereafter.

If you accept, please sign and submit by 22/10/2024.

IMPORTANT INFORMATION:

Available payment methods for your continued tenancy.

a. Direct Debit:

Payment is to be processed via Our Property through the Our Tenant Portal/App (Transaction Fee \$1.95)

b. Credit/Debit card:

Payment is to be processed via Our Property through the Our Tenant Portal/App (1.95% + 30c transaction fee)

c. Wallet:

Payment is to be processed via Our Property through the Our Tenant Portal/App (Transaction fee \$2.50)

d. Manual EFT:

Payment is to be processed via Our Property through the Our Tenant Portal/App (No Charge)

e. Direct Debit Control:

Payment is to be processed via Our Property through the Our Tenant Portal/App (Transaction Fee \$2.50) with the flexibility to hold or release funds

f. Post Office:

Payment is to be processed at an Australian Post Office with a supplied barcode for each payment. Payment can be made by Cash, Cheque or EFTPOS (Processing fee \$5.00)

Note : Payment methods available and any associated charges are subject to change over the course of the lease.

All other Terms and Conditions will continue to apply as under the Original Tenancy

- If you want to vacate at the end of the fixed term **you must** give your landlord at least 28 days written notice (Form 4B) to end the agreement.
- If you do not return this form, the landlord may give at least 28 days written notice (Form 2A) to end the agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement will continue as periodic.

Signature of lessor/agent

Name/trading name

Harris South Coast

Signature



Date

17/10/2024

Signature of tenant 1

Name/trading name

Mikaela Jorgensen

Signature



Date

17/10/2024

IP: |

Signature of tenant 2

Name/trading name

Michelle Jorgensen

Signature



Date

17/10/2024

IP: |

;



LOCAL GOVERNMENT INQUIRY

(Certificate of Liabilities pursuant to Section 187/3/e of the Local Government Act 1999)

FORM ONE ON FROME
LEVEL 1 147 FROME STREET
ADELAIDE SA 5000

The Land

Property Address:	30-32 STONE HUT CIRCUIT, ENCOUNTER BAY SA 5211		
Assessment Number:	A9151	Plan Number:	D46144
Valuer General Number	4508658258	Section Number:	
Owner (s):	KJ ETHERTON MJ ETHERTON		
Lot Number:	116 & 117		
C/T Number:	5371/698 & 5371/699		

Arrears of previous financial year rates and fines	\$0.00
Rates for 2024/25 Financial Year (incl. Regional Landscape Levy)	\$2737.85
ADD: Fines and Interest for Late Payment	\$0.00
ADD: Legal Fees	\$0.00
ADD: Sundry Debtors	\$0.00
LESS: Rebates*	\$0.00
LESS: Receipts	<u>\$2053.40</u>
TOTAL OUTSTANDING AT DATE OF CERTIFICATION	<u>\$684.45</u>

*Rebates - Any change in ownership and/ or land use may affect the ongoing eligibility and receipt of a Council Rate Rebate, please confirm with our office prior to settlement if any adjustment will be made.

Notes for Settlement

- **Complementary Update** - Where a new Certificate of Liabilities is required, a complimentary certificate will be provided within 60 days of a paid search.
- **Fines & Interest** - If rates are not paid on or before their due date, a fine of 2% is payable with further interest of 0.76% is payable on any arrears on the 15th day of each month thereafter. If an extension is required on current rates for settlement., please email localgov@victor.sa.gov.au
- **Settlement Advice** - We require a settlement advice with purchaser's names and postal address.
- **Direct Debits** - Direct debits are not automatically cancelled, and payments will continue until either the owner contacts council with 2 weeks' notice, or the change of ownership report is received from Lands Service SA.
- **BPAY and Balance** - To obtain an updated balance or Bpay details please contact us within 48 hours of settlement. No additional cost will be charged as a Certificate of Liabilities will not be issued. If the incorrect payment is received on settlement, the payment will be rejected.

Certified by: Mia Pickett | Acting Senior Revenue Officer

Date: 10 April 2025

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016**29.1** Part 5 – Planning and Design Code:

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

REFER TO ATTACHED PLAN SA DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES

Is there a State heritage place on the land or is the land situated in a State heritage area? **NO**

Is the land designated as a local heritage place? **NO**

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**

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**

For further information about the code visit https://plan.sa.gov.au/have_your_say/code_amendments.

29.5 Section 141 – Order to remove or perform work **NO**

29.6 Section 142 – Notice to complete development **NO**

29.7 Section 155 – Emergency order **NO**

29.8 Section 157 – Fire safety notice **NO**

29.9 Section 192 or 193 – Land management agreement **NO**

29.10 Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space **NO**

29.11 Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space **NO**

29.12 Part 16 Division 1 – Proceedings (*Disputes and Appeals*) **NO**

29.13 Section 213 – Enforcement notice **NO**

29.14 Section 214(6), 214(10) or 222 – Enforcement order **NO**

29.2 Section 127 – Condition (that continues to apply) of a development authorisation **NIL**

If response is YES, refer to the attached Plan SA Data Extract for Section 7 Purposes

DEVELOPMENT ACT 1993 (REPEALED)

5.1 Section 42 – Condition (that continues to apply) of a development authorisation **Attached** **YES**

Note: Council have attached all available Conditions on record for your information

REPEALED ACT CONDITIONS

6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning & Development Act 1966 (repealed) **NIL**

Note: Council have attached all available Conditions on record for your information

DEVELOPMENT ACT 1993 (REPEALED) (CONTINUED)

5.2 Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space **NIL**

5.3 Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space **NIL**

5.4 Section 55 – Order to remove or perform work **NIL**

5.5 Section 56 – Notice to complete development **NIL**

5.6 Section 57 – Land Management Agreement **NO**

5.8 Section 69 – Emergency Order **NIL**

5.9 Section 71 – Fire Safety notice **NIL**

5.10 Section 84 – Enforcement notice **NIL**

5.11 Section 85(6), 85(10) or 106 – Enforcement order **NIL**

5.12 Part 11 Division 2 – Proceedings (*Disputes and Appeals*) **NIL**

FIRE & EMERGENCY SERVICES ACT 2005

- 10.1 Section 105F (or Section 56 or 83 repealed) – Notice to take action to prevent outbreak or spread of fire. NIL
Further information can be obtained from Council Fire Prevention Officer 8551 0546

FOOD ACT 2001

- 11.1 Section 44 – Improvement notice NIL
 11.2 Section 46 – Prohibition order NIL

HOUSING IMPROVEMENT ACT 1940 (REPEALED)

- 15.1 Section 23 – Declaration that house is undesirable or unfit for human habitation NIL
 15.2 Part 7 (rent control for substandard houses) – Notice or declaration NIL

LAND ACQUISITION ACT 1969

- 17.1 Section 10 – Notice of intention to acquire NIL

LOCAL GOVERNMENT ACT 1934 (REPEALED)

- 20.1 Notice, order, declaration, charge, claim or demand given or made under the Act NIL

LOCAL GOVERNMENT ACT 1999

- 21.1 Notice, order, declaration, charge, claim or demand given or made under the Act NIL

LOCAL NUISANCE AND LITTER CONTROL ACT 2016

- 22.1 Section 30 – Nuisance or litter abatement notice NIL

PUBLIC & ENVIRONMENT HEALTH ACT 1987 (REPEALED)

- 31.1 Part 3 – Notice NIL
 31.2 Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked)
 Part 2 – Condition (that continues to apply) of an approval NIL
 31.3 Public & Environment Health (Waste Control) Regulations 2010 (revoked)
 Regulation 19 – Maintenance order (*that has not been complied with*) NIL

SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011

- 32.2 Section 92 – Notice NIL
 32.3 South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval NIL

OTHER CHARGES

- 36.1 Charge of any kind affecting the land (not included in another item) NIL

OTHER PARTICULARS**PARTICULARS RELATING TO ENVIRONMENT PROTECTION**

- 6 Does Council hold details of any development approvals relating to - NIL
 (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 Development Act 1993 or the Planning, Development and Infrastructure Act 2016) NIL

Note: 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 & 103H of the Environment Protection Act 1993) and that assessments or remediation of the land may be required at some future time.

It should also 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 on the land

PARTICULARS OF BUILDING INDEMNITY INSURANCE

Building indemnity insurance is required:

NO**Note –***Building Indemnity Insurance is not required for –*

- (a) *domestic building work for which approval under the Planning, Development and Infrastructure Act 2016, the repealed Development Act or the repealed Building Act 1971 is or was not required; or*
- (b) *minor domestic building work (see section 3 of the Building Work Contractors Act 1995); or*
- (c) *domestic building work commenced before 1 May 1987; or*
- (d) *building work in respect of which an exemption from the application of Division 3 of Part 5 of the Building Work Contractors Act 1995 applies under the Building Work Contractors Regulations 2011; or*
- (e) *building work in respect of which an exemption from the application of division 3 of Part 5 of the Building Work Contractors Act 1995 has been granted by the Minister under section 45 of that Act.*

If particulars of insurance are not given, has an exemption been granted under section 45 of the Building Work Contractors Act 1995 from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

NO**ENCUMBRANCE, PERMIT OR OTHER REQUIREMENTS:**

AN ENCUMBRANCE TO THE CITY OF VICTOR HARBOR IS REQUIRED TO BE LIFTED AND REPLACED FOR THIS TITLE. PLEASE REFER TO THE ATTACHED INFORMATION SHEET.

The information provided 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.

The Data Extract for Section 7 search purposes attached to this search is provided to you as generated by the Plan SA Data Service and supplied unedited. Council is not responsible for inaccuracies in the attached report and any enquiries regarding its content should be directed to the Plan SA help desk on 1800 752 664 or plansa@sa.gov.au.

Responses in this search document may differ to the information provided in the Plan SA attachment.

Certified by:**Amelia Timpano, Community and Development - Administration Support Officer****Date: 10 April 2025**

SWIMMING POOL AND SPA LEGISLATION

If you are selling your property with a swimming pool or spa pool, you are responsible for making sure that current safety requirements for swimming pool safety are met. This may mean you have to upgrade fencing or barriers. Swimming pool and spa pool safety regulations apply from 1 October 2008. All homes with pools and spa pools must now have up-to-date child-safety barriers in place **before** the property can be sold.

It is the responsibility of the pool owner to make sure that current pool safety requirements are met **prior** to settlement date, when selling a property with a swimming pool and/or spa. Specific pool safety requirements are set by Australian Standard AS1926.1 adopted by the State Government.

Under the Standard, all swimming pools and spa pools must have a continuous safety barrier that is maintained by the pool owner and which restricts access by young children to the pool and the immediate pool surrounds. The requirements are determined via the date when the pool or spa pool was built.

Pools built before 1 July 1993

If the property where a swimming pool or spa pool is located is not for sale, the pool can continue to comply with the old *Swimming Pools Safety Act 1972*. The Act requires a swimming pool or spa pool owner to ensure that the pool is enclosed by a fence, wall or building to restrict access by young children.

If the property is sold after 1 October 2008, the child-safety barriers must comply with Ministerial Building Standard MBS 004 before settlement. This means that barriers must be installed to separate the pool area from the house where ever possible.

The Ministerial Building Standard MBS 004 took effect on 5 September 2019 by notice in the Government Gazette. Section 156 of the Planning Development and Infrastructure Act 2016, together with the Planning, Development and Infrastructure (Swimming Pool Safety) Regulations 2019 replace section 71AA of the Development Act 1993 from 1 July 2019 onwards.

Pools built on or after 1 July 1993

Swimming pools or spa pools built on or after 1 July 1993 must comply with the rules that were current when the application for construction was submitted. This includes the provisions of the *Planning, Development and Infrastructure Act 2016*, *Development Act 1993*, AS1926.1 and the Building Code of Australia to restrict access to the pool from the house, garage, street and any adjoining properties.

The Planning, Development and Infrastructure (Swimming Pool Safety) Regulations 2019 does not allow temporary safety barriers to be permanent safety barriers.

*Please note that Council **does not** provide a swimming pool safety barrier inspection service.*

SMOKE ALARMS

All South Australian dwellings (Class 1 and 2 buildings) must be fitted with a working smoke alarm (or smoke alarms) regardless of when the dwelling was constructed. Home owners and residential landlords are responsible for ensuring working smoke alarms are installed in the property in accordance with the Building Code of Australia. Smoke alarms provide occupants with a reasonable warning on the detection of smoke so that they can evacuate in the event of a fire.

Regulation 95 of the Planning, *Development and Infrastructure Regulations 2017* requires a smoke alarm (or smoke alarms) be fitted within six (6) months from the day on which the title is transferred and be either:

- a smoke alarm or smoke alarms powered through a mains source of electricity, or
- a smoke alarm or smoke alarms powered 10-year life non-replaceable, non-removable, permanently connected battery.

Dwellings built on or after 1 January 1995 require mains powered smoke alarms. It may be necessary to install more than one smoke alarm to a dwelling to provide sufficient warning depending on the size and layout. Fines of up to \$750 apply if smoke alarms are not installed within six (6) months from the day on which the title is transferred.

DOGS & CATS

Legislation in South Australia requires all dogs and cats of 3 months of age or over to be registered and microchipped. Registration is processed through the Dog and Cat Management Board. Please visit www.dogsandcatsonline.com.au to register.



DECISION NOTIFICATION

Development Number
453/310/16

A9151

FOR DEVELOPMENT APPLICATION

DATE : 30.11.16
REGISTERED ON : 10.08.16

TO: RNI CONSTRUCTIONS PTY LTD PO BOX 259 VICTOR HARBOR SA 5211	KENNETH JOCK EHERTON 30-32 STONE HUT CIRCUIT ENCOUNTER BAY SA 5211
---	--

LOCATION OF PROPOSED DEVELOPMENT –

House No: 30-32 Lot No: 116 Sec. No: Street: Stone Hut Circuit
Suburb: Encounter Bay Hundred: Encounter Bay Plan No: D46144

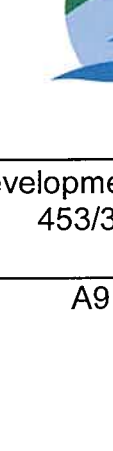
Nature of Proposed Development	Shed
---------------------------------------	------

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED
Development Plan Consent	21.11.16	5	
Building Rules Consent	24.11.16	1	
DEVELOPMENT APPROVAL	29.11.16	6	

NO WORK CAN COMMENCE ON THIS DEVELOPMENT UNLESS **DEVELOPMENT APPROVAL** HAS BEEN OBTAINED.

If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.

Signed 

Chief Executive Officer or Delegate

Date: 30.11.16

Conditions Attached

DEVELOPMENT PLAN CONSENT CONDITIONS

1. The development shall be in accordance with the plans and details submitted (including a letter from Ray Hann dated received 13 October 2016) to and approved by Council as part of the application except as varied by any subsequent conditions imposed herein.
2. The external appearance materials and finishes of the development shall match or blend with the existing building and shall be of a low light-reflective nature.
3. All site generated stormwater shall be directed underground via drainage infrastructure that shall be provided by the applicant within seven (7) days from the installation of the roof covering. All stormwater flows are to be discharged directly into the existing internal underground stormwater drain.
4. The building shall not be used or be allowed to be used as a residence for human habitation.
5. The structure approved herein shall be used for domestic purposes only associated with the dwelling on site.

BUILDING RULES CONSENT

Building Classification 10A

CONDITIONS

For Building Rules Consent Conditions please refer to the Private Certifiers Consent Notification Form.

MANDATORY NOTIFICATION STAGES

A licensed building work contractor who is carrying out the work, or who is in charge of carrying out the work; OR if there is no such licensed building work contractor, the building owner, must notify the Council at the following stages:

One business days notice of:

- a) The intended commencement of building work on the site;
- b) The intended completion of footing excavations and steel reinforcement (including tie down pads and concrete piers), prior to pouring of concrete in any footing or other structural concrete member; and
- c) The completion of building work.

Notification may be given:

- a) By written notice left with Council;
- b) By posting it to Council – PO Box 11, Victor Harbor SA 5211;
- c) By faxing it to Council – 8551 0501;
- d) By telephone – 8551 0500; or
- e) By email to Council – buildinginspections@victor.sa.gov.au

PENALTIES

A person who breaches any of the above requirements is guilty of an offence, and may be liable to pay an expiation fee of \$500, or be liable to a maximum penalty of \$10,000.

General Notes

Notwithstanding the approval of this application, all building work must be performed in accordance with the approved documents as prescribed in Section 45 of the Development Act 1993.

Changes to building materials or systems, that may affect the structural soundness or safety of a building, must be approved by the relevant authority. In considering a proposal to substitute building items, the relevant authority may require the submission of evidence to show that the proposed products or systems meet the Deemed-to-Satisfy provisions of the Building Code of Australia.

Approval is valid for one (1) year only and should the building be not substantially commenced within that period of time a new application must be submitted.

This decision does not include approval under certain State and Commonwealth Acts, including the Environment Protection and Biodiversity Conservation Act 1999. It is the applicant's/owner's responsibility to obtain such approvals where required.



Consultants

KBS Consultants
Building Certifiers
Building Surveyors
59 Hughes Street
Unley, South Australia 5061
T (08) 8274 1500
F (08) 8271 5071
E admin@kbsconsultants.com.au
kbsconsultants.com.au
ABN 62 128 779 924

DECISION NOTIFICATION FORM

For Development Application

Development Number 453/310/16

Registered 15 Aug 2016

KBS Job Number 20160139

To: **RNI Constructions Pty Ltd**
PO Box 259
VICTOR HARBOR SA 5211

Location of Proposed Development

30 Stone Hut Circuit, Encounter Bay

Nature of Proposed Development

Shed

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions
Development Plan Consent	—	—
Building Rules Consent	24 Nov 2016	1
DEVELOPMENT APPROVAL	—	See Notes

Details of the building classification and the approved number of occupants under the Building Code are attached, if applicable.

If there were third party representatives, any consent/ approval or consent/ approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: **24 Nov 2016**

Sheets Attached

Signed:


Neil Kirkham PC043

Private Certifier

20160139

BUILDING RULES CONSENT CONDITIONS AND NOTES

Proposed Building Work Shed
Site Address 30 Stone Hut Circuit, Encounter Bay
Applicant RNI Constructions Pty Ltd
Classification 10A Garage.

Conditions

- 1 All stormwater must be disposed of in such a manner that it does not flow or discharge onto land of adjoining owners or lie against any building or create insanitary conditions. It is recommended where possible to drain stormwater from the building and paved areas to the street watertable.

Notes

- If an excavation penetrates a plane inclined downwards at a slope of 1 vertical to 2 horizontal from a point 600mm below the surface at the boundary the owner must notify the adjoining owner in accordance with Section 60 of the Development Act.
- If fill exceeds 200mm within 600mm of the boundary the owner must notify the adjoining owner in accordance with Section 60 of the Development Act.
- Brush fences are not permitted within 3 metres of a Class 1 (dwelling) building unless there is an appropriate level of protection (1 hour fire rating – 60/60/60 FRL) in accordance with the Minister's Specification SA76C.
- During the period that the development is being undertaken care should be taken to ensure all paper, plastic, rubbish and other waste material associated with the building work is secured and contained within the subject land.
- This assessment is for compliance with the requirements of the Building Rules as defined in the Development Act (and Regulations), and does not imply compliance with any other Act or Regulation. Building work cannot commence until the development is approved under the Act.



Neil Kirkham PC043
Registered Private Certifier
Date of Decision: 24 Nov 2016

PROVISIONAL PLAN CONSENT CONDITIONS:

1 DEVELOPMENT ACT

All work shall be carried out in accordance with the plans submitted with and forming part of Development Application 453/049/01 unless varied by the following condition / s :-

2 STORMWATER DRAINAGE DISPOSAL

The stormwater disposal from the building and site shall be by means of impervious pipes to the street water table ensuring that the drain under the footpath is either -

- (a) a single 100mm diameter concrete pipe;
- (b) an appropriate size steel pipe; or
- (c) a sewer grade PVC pipe.

Alternatively provide Council with proof of adequacy of a system that will ensure that there will be no adverse effects from redirected surface water to people and other property.

3 DRIVEWAY REQUIREMENTS

Prior to the commencement of any work on the driveway involving the area located between the property boundary and the existing kerb and water table, the owner shall make an application to Council for approval to construct a crossing place. An application form and standard construction details are enclosed herewith.

Failure to comply may result in Council requiring removal of any unauthorised work at the cost of the owner.

4 OWNER OR BUILDER WARNING

Pursuant to Section 233 of the Local Government Act 1999 a person who without the Council's permission, intentionally or negligently damages a road or a structure (including pipes, wires, cables, fixtures, fittings and other objects) belonging to the Council associated with a road is liable to the Council in damages.

The Council may recover damages under this Section in the same way as damages for a tort.

You are advised to contact Council's Technical Services Department for further information relating to this matter.

5 MATERIAL CONTAINMENT

During the period that the development is being undertaken, all materials shall be appropriately secured to ensure that they are not blown from the subject land which is to be kept in a generally neat and tidy condition to the reasonable satisfaction of the Council and all paper, plastic, rubbish and other waste material associated with the building work shall be contained in a waste receptacle to be provided on the site to the reasonable satisfaction of the Council with such receptacle being emptied as required.

6 CONSTRUCTION OF RETAINING WALLS

Proposed retaining walls shall be constructed within three (3) months from the date that the dwelling is ready for occupation.

PLEASE NOTE: There may be a requirement to give the adjoining owner 28 days notification under the Building Rules, to check whether this is the case please contact your Builder, Private Certifier or Council as the case may be.

7 SURFACE FINISHES

The colour of the proposed "Colorbond" roof sheeting shall be a non-reflective colour which will not detract from the amenity of the area.

BUILDING RULES CONDITIONS:

1 NOTIFICATIONS TO BE PROVIDED

Except as otherwise determined by Council, the following notifications shall be given to Council -

- a) One working days' notice of the commencement of building work on the site;
- b) One working days' notice of the commencement of any of the following:
 - (i) Treatment of a foundation;
 - (ii) Placing of concrete in any footing or other structural member that transfers load directly to a foundation, any pile or caisson.

2 WIND TERRAIN CATEGORY 2

All work associated with the proposed structure shall be designed and constructed in accordance with the provisions of Australian Standard 1170.2 (SAA Loading Code Part 2: Wind Loads) for a design gust wind speed of 41 metres per second.

PLEASE NOTE: If the Owner or their authorised agent opposes the design wind speed assigned to this property evidence that a lower wind speed is applicable will be required from a suitably qualified person.

453/049/01
A8256, A8257

Owner: P & J Giles
Date: 13.3.01

NOTES

Notwithstanding the approval of this application, all building work must be performed in accordance with the approved documents as prescribed in Section 45 of the Development Act 1993.

Changes to building materials or systems, that may affect the structural soundness or safety of a building, must be approved by the relevant authority. In considering a proposal to substitute building items, the relevant authority may require the submission of evidence to show that the proposed products or systems meet the Deemed-to-Satisfy provisions of the Building Code of Australia.

Approval is valid for one (1) year only and should the building be not substantially commenced within that period of time a new application must be submitted.

The following notes are applicable to this development and should be noted.

WRITTEN STATEMENTS FOR DWELLINGS AND DWELLING ADDITIONS

- A person must not occupy a Class 1a building under the Building Code (or an addition to a Class 1a building) that has not been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A. Regulation 83AB requires a written statement of completion for Class 1a buildings to be provided by the builder to the relevant authority.

TERMITE PROTECTION

- AS3660.1- 'Protection of new buildings from subterranean termites', sets out methods for implementation during construction, for minimising the risk to new buildings from damage to their structural members by subterranean termites. The protection methods will not provide a total guarantee against attack. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection, the date of installation of the system. Where a chemical barrier is used the notice must indicate its life expectancy, as listed on the National Registration Authority label, and the need to maintain and inspect the system on a regular basis. The owner must be aware that regular inspections for termite activity will need to be carried out, at intervals not exceeding 12 months, to further reduce the risk of termite damage.

MAINTENANCE OF FOOTING SYSTEM

- The footings have not been designed to take into account the effect of trees located within a distance less than their zone of influence from the building whether they are on or outside of the allotment. If clarification is required, refer to the footing construction report or seek advice from the engineer.
- The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.
- The owners attention should be drawn to Appendix B of AS 2870 'Performance Requirements and Foundation Maintenance'
- Particular care should be exercised to ensure that the plumbing and perimeter paving is installed in accordance with the requirements of AS 2870 and engineers details.

IMPORTANT NOTE TO THE APPLICANT

- This approval does not imply compliance with the Electricity Trust of South Australia Act, 1946 as amended or the regulations thereunder. It is the responsibility of the owner and the person erecting the building to ensure compliance with that Act.

MISCELLANEOUS

- Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.

COMPLIANCE WITH OTHER LEGISLATION

- Telstra will give the location of underground cables on request. Damage to cables causes interruption to services and repair costs are recoverable.
- An application should be submitted to and approved by SA Water Corporation as required by the Sewerage Act.

CORROSION PROTECTION

- All steelwork, including wall ties and lintels in the masonry and metal bracing and tie downs shall be protected against corrosion in accordance with AS1684 and AS3700 if the dwelling is within 1 kilometre of the coast. Where within 100m of a non surf coast or 1km of a surf coast AS3700 Table 5.1 and App. F require a M4 (1:0.5:4.5) mortar, stainless steel ties and lintels to durability class R4

GLASS INSTALLATION

- All glazing shall be in accordance with the requirements of AS 1288 – 1994 "Glass in Buildings – Selection and Installation Code", including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath / shower.

NOTICE OF COMPLETION

- A *relevant person* must provide a written statement to the *relevant authority* within 10 business days after occupation of the building.

DEFINITIONS

"RELEVANT PERSON"

- (a) a licensed builder who has been responsible for undertaking the building work to which the statement relates; or
- (b) if there is no licensed builder – the owner of the land on which the building work to which the statement relates has been undertaken.

"RELEVANT AUTHORITY"

- (a) if a Private Certifier was the relevant authority for the purposes of the assessment of the building work against the provisions of the Building Rules – **THAT PRIVATE CERTIFIER;**
- (b) in any other case – **THE COUNCIL.**

MASONRY

- Brickwork to the proposed structure shall be articulated using control joints in accordance with the Engineer's Footing Construction Report.

ROOF TRUSS SYSTEM

- The roof trusses for the proposed roof shall be:
 - (a) A proprietary product designed and manufactured by a licensed manufacturer based on a certified design complying with the requirements of AS1170.1 – 1988 and AS 1649 utilising a design wind speed appropriate for the particular site; and
 - (b) Erected and braced in accordance with the manufacturer's specification.

TIE-DOWNS AND BRACING

- Tie-downs and bracing to the floor, wall and roof framing (where applicable) shall be carried out strictly in accordance with the requirements of Section 8 & 9 of AS 1684 – 1999 "Residential Timber Framed Construction Code" and be suitable to withstand design wind conditions appropriate for the particular site.



Schedule 11 DECISION NOTIFICATION

Development Number
453/575/01

A9151

FOR DEVELOPMENT APPLICATION

DATE : 28.11.01
REGISTERED ON : 01.11.01

): MIDDLETON PERGOLA PO BOX 2090 MIDDLETON SA 5213	MR P GILES 30 STONE HUT CIRCUIT ENCOUNTER BAY SA 5211
--	---

LOCATION OF PROPOSED DEVELOPMENT –

House No: 30-32 Lot No: 116 Sec. No: Street: Stone Hut Circuit
Suburb: ENCOUNTER BAY Hundred: Encounter Plan No: D46144

Nature of Proposed Development	Pergola
---------------------------------------	---------

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED
Provisional Development Plan Consent	19.11.01	2	Approved
Provisional Building Rules Consent	26.11.01	2	Approved
Land Division			Not Applicable
DEVELOPMENT APPROVAL	26.11.01	4	

NO WORK CAN COMMENCE ON THIS DEVELOPMENT UNLESS **DEVELOPMENT APPROVAL** HAS BEEN OBTAINED.

If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.

Signed: Council City Manager or Delegate
Date: 28.11.01 Conditions Attached

PROVISIONAL DEVELOPMENT PLAN CONSENT CONDITIONS

1 ACCORDANCE WITH PLANS AND DETAILS

The development shall be in accordance with the plans and details submitted to and approved by Council as part of the application, except as varied by any subsequent conditions imposed herein.

2 STORMWATER DRAINAGE DISPOSAL

The stormwater disposal from the building and site shall be by means of impervious pipes to the street water table ensuring that the drain under the footpath is either -

- (a) a single 100mm diameter concrete pipe;
- (b) an appropriate size steel pipe; or
- (c) a sewer grade PVC pipe.

Alternatively provide Council with proof of adequacy of a system that will ensure that there will be no adverse effects from redirected surface water to people and other property.

PROVISIONAL BUILDING RULES CONSENT CONDITIONS

1 NOTIFICATIONS TO BE PROVIDED

Except as otherwise determined by Council, the following notifications shall be given to Council -

- a) One working days' notice of the commencement of building work on the site;
- b) One working days' notice of the commencement of any of the following:
 - (i) Treatment of a foundation;
 - (ii) Placing of concrete in any footing or other structural member that transfers load directly to a foundation, any pile or caisson.

2 DESIGN WIND SPEED

All work associated with the proposed structure shall be designed and constructed in accordance with the provisions of Australian Standard 1170.2 (SAA Loading Code Part 2: Wind Loads) for a design gust wind speed of 41 metres per second.

PLEASE NOTE: If the Owner or their authorised agent opposes the design wind speed assigned to this property evidence that a lower wind speed is applicable will be required from a suitably qualified person.



453/575/01

A9151

Owner:

Giles

Date:

28.11.01

NOTES

Notwithstanding the approval of this application, all building work must be performed in accordance with the approved documents as prescribed in Section 45 of the Development Act 1993.

Changes to building materials or systems, that may affect the structural soundness or safety of a building, must be approved by the relevant authority. In considering a proposal to substitute building items, the relevant authority may require the submission of evidence to show that the proposed products or systems meet the Deemed-to-Satisfy provisions of the Building Code of Australia.

Approval is valid for one (1) year only and should the building be not substantially commenced within that period of time a new application must be submitted.

The following notes are applicable to this development and should be noted.

IMPORTANT NOTE TO THE APPLICANT

- This approval does not imply compliance with the Electricity Trust of South Australia Act, 1946 as amended or the regulations thereunder. It is the responsibility of the owner and the person erecting the building to ensure compliance with that Act.

CORROSION PROTECTION

- All steelwork, including wall ties and lintels in the masonry and metal bracing and tie downs shall be protected against corrosion in accordance with AS1684 and AS3700 if the dwelling is within 1 kilometre of the coast. Where within 100m of a non surf coast or 1km of a surf coast AS3700 Table 5.1 and App. F require a M4 (1:0.5:4.5) mortar, stainless steel ties and lintels to durability class R4

TIE-DOWNS AND BRACING TO EXISTING ROOF FRAMING

- The owner should be aware that the proposed attachment to the existing dwelling may have an impact on the existing tie-down and bracing in the roof and wall framing.

TIMBER EXPOSURE CLASS

- All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS 1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.



10 APRIL 2025

MEMORANDUM OF ENCUMBRANCE INFORMATION HANDOUT

Please note; this property is subject to a Memorandum of Encumbrance to the City of Victor Harbor.

It is a Council requirement that with each change of ownership that the Memorandum of Encumbrance be discharged and that the new Purchaser / Transferee enter into a new Memorandum of Encumbrance with the City of Victor Harbor.

Please ensure this information is included in any Form 1 Statement under Section 7 of the Land and Business (Sale and Conveyancing Act 1994).

Contact is to be made with Bartel & Hall to arrange for the discharge and new documentation, contact details as follow:

Bartel & Hall
Lawyers & Conveyancers
PO Box 108, Victor Harbor SA 5211
Phone: (08) 8552 3544
Email: admin@bartelhall.com.au

Data Extract for Section 7 search purposes

Valuation ID 4508658258

Data Extract Date: 04/04/2025

Parcel ID: D46144 AL117, D46144 AL116

Certificate Title: CT5371/699, CT5371/698

Property Address: 30 -32 STONE HUT CCT ENCOUNTER BAY SA 5211

Zones

Hills Neighbourhood (HN)

Subzones

No

Zoning overlays

Overlays

Affordable Housing

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

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.

Is the land situated in a State Heritage Place/Area

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 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 (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

(Council input required)

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

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/>

Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No

Valuation ID 4508658258

Data Extract Date: 04/04/2025

Parcel ID: D46144 AL117, D46144 AL116

Certificate Title: CT5371/699, CT5371/698

Property Address: 30 -32 STONE HUT CCT ENCOUNTER BAY SA 5211

Zones

Hills Neighbourhood (HN)

Subzones

No

Zoning overlays

Overlays

Affordable Housing

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

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.

Is the land situated in a State Heritage Place/Area

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 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 (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

(Council input required)

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

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/>

Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No

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: **Water & Sewer Account**
KJ & MJ ETHERTON Acct. No.: 45 08658 25 8 Amount: _____

Address:
30-32 STONE HUT CCT ENCOUNTER BAY
LTS 116 117 D46144

Payment Options

EFT

EFT Payment

Bank account name: SA Water Collection Account
BSB number: 065000
Bank account number: 10622859
Payment reference: 4508658258



Bill code: 8888
Ref: 4508658258

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

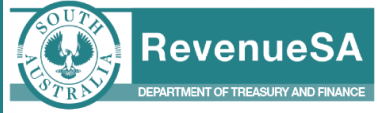
Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

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

SA Water account number: 4508658258



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: 2662218

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

DATE OF ISSUE

03/04/2025

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
16417337	K J & M J ETHERTON			
PROPERTY DESCRIPTION				
30-32 STONE HUT CCT / ENCOUNTER BAY SA 5211 / LTS 116 117 D4				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
4508658258	CT 5371/699+	\$660,000.00	R1 0.800	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	198.95	
FINANCIAL YEAR	- REMISSION	\$	122.50	
2024-2025	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-126.45	
	= AMOUNT PAYABLE	\$	0.00	

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 02/07/2025



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

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: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7000570114</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:</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	--	---

OFFICIAL: Sensitive



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: 2662218

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

DATE OF ISSUE

03/04/2025

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME		FINANCIAL YEAR	
K J & M J ETHERTON		2024-2025	
PROPERTY DESCRIPTION			
30-32 STONE HUT CCT / ENCOUNTER BAY SA 5211 / LTS 116 117 D4			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
4508658258	CT 5371/699+	\$360,000.00	0.0930 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 02/07/2025



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: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7000570023</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:</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	---	--

OFFICIAL: Sensitive

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.
