

MAGAIN

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate
Unit 2/32 Saltfleet Street Port Noarlunga SA 5167
Tel: 08 8382 0029 Agent No: 222182

FORM 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor: Heath Ryan Pillen and Tanieka Rose Pillen

Address:

4 Vendor's registered agent: Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate

Address:

5 Date of contract (if made before this statement is served):

6 Description of the land: [Identify the land including any certificate of title reference]

The land situated at 2D Wilson Street, Christies Beach SA 5165 and being whole of the land in Certificate of

Title Volume 6166 Folio 976 and being whole of Lot 601 on Primary Community Plan 40240 in the Area named

Christies Beach in the Hundred of Noarlunga

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

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:

12 Verdi Boulevard, Irymple VIC 3498

(being the vendor's last known address); or

- (c) transmitted by fax or email to the following fax number or email address:
scott@magain.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:

Unit 2/32 Saltfleet Street Port Noarlunga SA 5167

(being ~~*the agent's address for service under the Land Agents Act 1994~~ an address nominated by the agent to you for the purpose of service of the notice).

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; or
- (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; and
- (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; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

(section 7(1))

To the purchaser:

*I / ~~We~~,

Heath Ryan Pillen

of

12 Verdi Boulevard, Irymple VIC 3498

being the *vendor(s)/person authorised to act on behalf of the vendor(s) 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: _____ Signed: _____

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT

(section 9)

To the purchaser:

I,

Scott McPharlin

certify *that the responses/that, subject to the exceptions stated below, 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: _____ Signed: _____

*Vendor's agent / Purchaser's agent

*Person authorised to act on behalf of *Vendor's agent / Purchaser's agent

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 1 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
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[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.]

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered): 12541589</p> <p>Name of mortgagee: ING BANK (AUSTRALIA) LTD.</p>	<input checked="" type="checkbox"/> YES YES
1.2 Easement (whether over the land or annexed to the land)	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Description of land subject to easement:</p> <p>Nature of easement:</p> <p>Are you aware of any encroachment on the easement?</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<input type="checkbox"/> YES/NO YES/NO
1.3 Restrictive covenant [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	<input type="checkbox"/> YES/NO YES/NO

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED RESIDENTIAL TENANCY AGREEMENT</p> <p>Names of parties: HEATH AND TANIEKA PILLEN AS THE LANDLORDS BARRIE MAGAIN & CO PTY LTD AS THE MANAGING AGENT ALEXANDRA HAND AND MARIE AUSTIN AS THE TENANTS</p> <p>Period of lease, agreement for lease etc: From: 31/10/2025 To: 30/10/2027</p> <p>Amount of rent or licence fee: \$600 per (period) WEEK</p> <p>Is the lease, agreement for lease etc in writing? YES</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify-</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<input checked="" type="checkbox"/> NO YES
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED COUNCIL SEARCH</p> <p>APPLICATION NO. 145/3649/2014 - FIVE 2 X STOREY ROW DWELLINGS WITH GARAGES APPROVED 13/07/2015</p> <p>Condition(s) of authorisation: REFER ATTACHED COUNCIL SEARCH</p>	<input checked="" type="checkbox"/> NO YES
6. Repealed Act conditions		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>N/A</p> <p>Nature of condition(s):</p>	<input type="checkbox"/> YES/NO YES/NO
[Note -		
<i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		

Column 1	Column 2	Column 3
21. Local Government Act 1999		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED LOCAL GOVERNMENT RATES SEARCH</p> <p>Date of notice, order etc: 11/12/2025</p> <p>Name of council by which, or person by whom, notice, order etc is given or made: CITY OF ONKAPARINGA</p> <p>Land subject thereto: CT 6166/976</p> <p>Nature of requirements contained in notice, order etc: GENERAL RATES 2025-2026 FINANCIAL YEAR</p> <p>Time for carrying out requirements: 2025-2026 FINANCIAL YEAR</p> <p>Amount payable (if any): \$898.00</p>	<input checked="" type="checkbox"/> YES YES
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5 - Planning and Design Code	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED CERTIFICATE OF TITLE, PROPERTY INTEREST REPORT AND COUNCIL SEARCH</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): ZONED HDN-HOUSING DIVERSITY NEIGHBOURHOOD TO THE CITY OF ONKAPARINGA COUNCIL AREA</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES</p> <p>Note- For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	<input checked="" type="checkbox"/> NO YES
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/> YES/NO YES/NO
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p> <p>N/A</p>		

Column 1	Column 2	Column 3
34. Water Industry Act 2012		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> REFER ATTACHED SA WATER CERTIFICATE	<input checked="" type="checkbox"/> YES YES
	Date of notice or order: 11/12/2025	
	Name of person or body who served notice or order: SA WATER	
	Amount payable (if any) as specified in the notice or order: \$216.37	
	Nature of other requirement made (if any) as specified in the notice or order:	

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

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



1 Name of community corporation:

COMMUNITY CORPORATION NUMBER 40240 INCORPORATED

Address of community corporation:

C/O 2D Wilson Street, Christies Beach SA 5065

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4.

Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the community corporation or known to the vendor:

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):

The Corporation is Self-Managed. No bank account is currently held for the corporation and any costs relating to common property are simply split between the owners at the time of payment.

Refer attached minutes of AGM held 5/06/2025 noting expenditure and contributions which included insurance and gardening.

(b) particulars of assets and liabilities of the community corporation:

The Corporation is Self-Managed. No bank account is currently held for the corporation and any costs relating to common property are simply split between the owners at the time of payment.

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:

Corporation members expressed interest at the 2025 AGM in possibly sharing the cost of external painting. A quote is to be presented at the next AGM. Refer attached minutes of 2025 AGM and quote from Luke Jones - Painters In Adelaide.

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

n/a

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

2,200 OF 10,000

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

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee

~~*for the 2 years preceding this statement/since the deposit of the community plan;~~

*(*Strike out or omit whichever is the greater period)*

YES

(b) a copy of the statement of accounts of the community corporation last prepared;

NO

(c) a copy of current policies of insurance taken out by the community corporation.

YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]

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

6 The following documents are enclosed:

~~(a) a copy of the scheme description (if any) and the development contract (if any);~~

~~(b) a copy of the by-laws of the community scheme.~~

~~7 The following additional particulars are known to the vendor or have been supplied by the community corporation:~~

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

Name:

SELF-MANAGED

Address:
2D Wilson Street, Christies Beach

Note—

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

**SCHEDULE - DIVISION 3****COMMUNITY LOTS AND STRATA UNITS****Matters to be considered in purchasing a community lot or strata unit**

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

Governance

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

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

Use of your property

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

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused. Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

the above being identified by pages numbered 1 to 14 inclusive, together with the following annexures and supporting documents (if any):

FORM 3 Buyers Information Notice

CERTIFICATE(S) OF TITLE

R3 - BUYERS INFORMATION NOTICE

PROPERTY INTEREST REPORT

SA WATER CERTIFICATE

CERTIFICATE OF LAND TAX PAYABLE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

LOCAL GOVERNMENT RATES SEARCH

LOCAL GOVERNMENT PROPERTY INFORMATION & PARTICULARS

PARTICULARS SUPPLIED BY THE PRESIDING OFFICER FOR THE CORPORATION

RESIDENTIAL TENANCY AGREEMENT AND BOND LODGEMENT RECEIPT

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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 (CBS) recommends 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 issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **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** (e.g. 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.

Certificate of Title - Volume 6166 Folio 976

Parent Title(s) CT 5378/336

Creating Dealing(s) ACT 12430434

Title Issued 14/12/2015 Edition 2 Edition Issued 04/07/2016

Estate Type

FEE SIMPLE

Registered Proprietor

TANIEKA ROSE PILLEN
 HEATH RYAN PILLEN
 OF 2D WILSON STREET CHRISTIES BEACH SA 5165
 AS JOINT TENANTS

Description of Land

LOT 601 PRIMARY COMMUNITY PLAN 40240
 IN THE AREA NAMED CHRISTIES BEACH
 HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12541589	MORTGAGE TO ING BANK (AUSTRALIA) LTD. (ACN: 000 893 292)

Notations

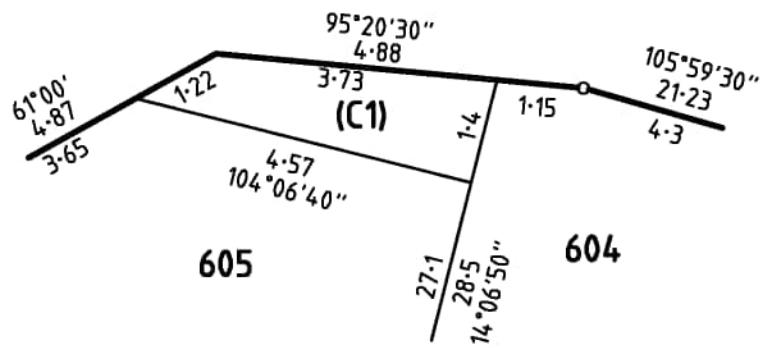
Dealings Affecting Title NIL

Priority Notices NIL

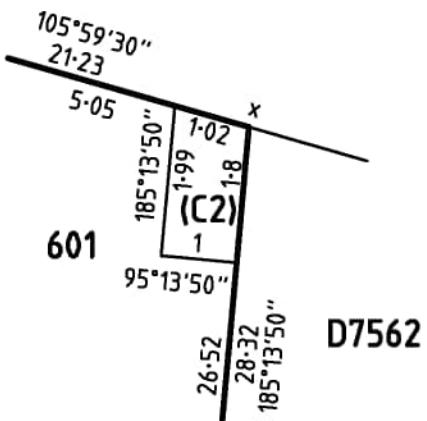
Notations on Plan

Lodgement Date	Dealing Number	Description	Status
17/11/2015	12430435	BY-LAWS	FILED
Registrar-General's Notes		NIL	
Administrative Interests		NIL	

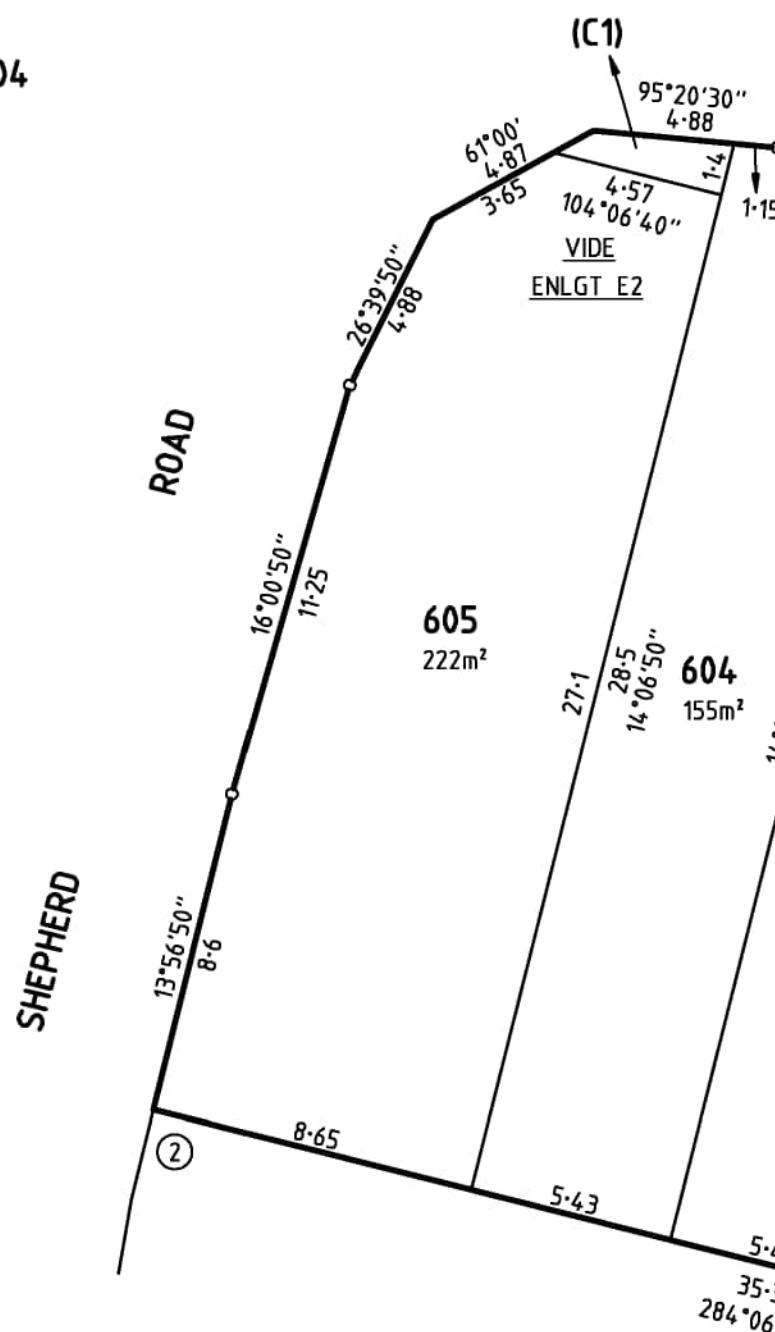
PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	CHRISTIE
MAP REF:	6527/15/M	COUNCIL:	CITY OF C
LAST PLAN:	F250483	DEVELOPMENT NO:	145/C108/
AGENT DETAILS:	STATE SURVEYS PTY LTD 465B SOUTH ROAD KESWICK SA 5035 PH: 82932939 FAX: 82932949	SURVEYORS CERTIFICATION:	I RUHI AFF shown bet Titles Act 16th day c
AGENT CODE:	SSU9		
REFERENCE:	15170		
SUBJECT TITLE DETAILS:			
PREFIX	VOLUME	FOLIO	OTHER
CT	5378	336	PARCEL ALLOTMENT(S)
NUMBER 537			
OTHER TITLES AFFECTED:			
EASEMENT DETAILS:			
STATUS	LAND BURDENED	FORM	CATEGORY
IDENTIFIER			
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 14 / 07 / 2015 THE COMMON PROPERTY IS DESIGNATED (C1) AND (C2) FOR LAND INFORMATION PURPOSES AND DOES			



SCALE
0 1 2 3 4 5 METRES



SCALE
0 1 2 3 4 5 METRES



LOCATION
SCALE
0 2 4

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
601	2,200	
602	1,800	
603	1,800	
604	1,800	
605	2,400	
AGGREGATE	10,000	



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:

2739048

FENTONS FORMS PTY LTD
POST OFFICE BOX 298
CHRISTIES BEACH SA 5165

DATE OF ISSUE

11/12/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME																					
17100390	T R & H R PILLEN																					
PROPERTY DESCRIPTION																						
2D WILSON ST / CHRISTIES BEACH SA 5165																						
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR																		
8619671103	CT 6166/976	\$590,000.00	R4 1.000	RE 0.400																		
LEVY DETAILS:																						
<table> <tr> <td>FIXED CHARGE</td> <td>\$</td> <td>50.00</td> </tr> <tr> <td>+ VARIABLE CHARGE</td> <td>\$</td> <td>199.65</td> </tr> <tr> <td>- REMISSION</td> <td>\$</td> <td>120.15</td> </tr> <tr> <td>- CONCESSION</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>+ ARREARS / - PAYMENTS</td> <td>\$</td> <td>-129.50</td> </tr> <tr> <td>= AMOUNT PAYABLE</td> <td>\$</td> <td>0.00</td> </tr> </table>					FIXED CHARGE	\$	50.00	+ VARIABLE CHARGE	\$	199.65	- REMISSION	\$	120.15	- CONCESSION	\$	0.00	+ ARREARS / - PAYMENTS	\$	-129.50	= AMOUNT PAYABLE	\$	0.00
FIXED CHARGE	\$	50.00																				
+ VARIABLE CHARGE	\$	199.65																				
- REMISSION	\$	120.15																				
- CONCESSION	\$	0.00																				
+ ARREARS / - PAYMENTS	\$	-129.50																				
= 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

11/03/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Biller Code: 456285 Ref: 7012435819</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</p> <p><small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small></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>Please refer below.</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



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: 2739048

FENTONS FORMS PTY LTD
POST OFFICE BOX 298
CHRISTIES BEACH SA 5165

DATE OF ISSUE

11/12/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
T R & H R PILLEN

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
2D WILSON ST / CHRISTIES BEACH SA 5165

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
8619671103	CT 6166/976	\$195,000.00	0.0230 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 11/03/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Biller Code: 456293 Ref: 7012435728	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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 <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small>		

Account Number 86 19671 10 3	L.T.O Reference CT6166976	Date of issue 11/12/2025	Agent No. 8278	Receipt No. 2739048
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FENTONS FORMS PTY LTD
PO BOX 298
CHRISTIES BEACH SA 5165
qadmin@fentonsforms.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: T R & H R PILLEN

Location: 2D WILSON ST CHRISTIES BEACH LT601 C40240

Description: HG **Capital Value:** \$ 590 000

Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

Arrears as at: 30/6/2025	:	\$ 0.00
Water rates	:	164.60
Sewer rates	:	188.00
Water use	:	86.10
SA Govt concession	:	0.00
Recycled Water Use	:	0.00
Service Rent	:	0.00
Recycled Service Rent	:	0.00
Other charges	:	0.00
Goods and Services Tax	:	0.00
Amount paid	:	222.33CR
Balance outstanding	:	216.37

Degree of concession: 00.00%

Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 82.30 Sewer: 94.00

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 15/05/2025

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

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.



**Government of
South Australia**

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

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

South Australian Water Corporation

Name:
T R & H R PILLEN

Water & Sewer Account
Acct. No.: **86 19671 10 3**

Amount: _____

Address:
2D WILSON ST CHRISTIES BEACH LT601
C40240

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8619671103



Biller code: 8888
Ref: 8619671103

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: 8619671103



**Government of
South Australia**

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

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

Property Interest Report

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

Title Reference	CT 6166/976	Reference No. 2739048
Registered Proprietors	T R & H R*PILLEN	Prepared 10/12/2025 15:46
Address of Property	2D WILSON STREET, CHRISTIES BEACH, SA 5165	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

1.1	Mortgage of land	Refer to the Certificate of Title
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title
	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>	
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
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.)	Refer to the Certificate of Title also Contact the vendor for these details
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
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	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 <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	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
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[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
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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. Fences Act 1975		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. Fire and 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	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11. Food Act 2001		
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. Ground Water (Qualco-Sunlands) Control Act 2000		
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. Heritage Places Act 1993		
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. Highways Act 1926		
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. Housing Improvement Act 1940 (repealed)		
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. Housing Improvement Act 2016		

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
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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	<p>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.</p> <p>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</p>
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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
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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
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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
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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
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24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code
[*Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.*]

Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.

also

Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title

also

For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority

also

Contact the Local Government Authority for other details that might apply to a place of local heritage value

also

For details of declared significant trees affecting this title, contact the Local Government Authority

also

The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:
https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.

29.2 section 127 - Condition (that continues to apply) of a development authorisation
[*Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.*]

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

also

Contact the Local Government Authority for other details that might apply

29.3 section 139 - Notice of proposed work and notice may require access

Contact the vendor for these details

29.4 section 140 - Notice requesting access

Contact the vendor for these details

29.5 section 141 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

29.6 section 142 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

29.7 section 155 - Emergency order

State Planning Commission in the Department for Housing and Urban Development

		has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item
		also
		Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item
		also
		State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>	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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>	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 *Livestock Act, 1997* 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 (*Dog Fence Act 1946*) This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates.
9. Pastoral Board (*Pastoral Land Management and Conservation Act 1989*) The Pastoral Board has no current interest in this title
10. Heritage Branch DEW (*Heritage Places Act 1993*) 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 6166/976
 Status CURRENT
 Easement NO
 Owner Number 17100390
 Address for Notices MAGAIN REAL ESTATE 765 MARION ROAD ASCOT PARK SA 5043, AUS
 Area 230m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

TANIEKA ROSE PILLEN
 HEATH RYAN PILLEN
 OF 2D WILSON STREET CHRISTIES BEACH SA 5165
 AS JOINT TENANTS

Description of Land

LOT 601 PRIMARY COMMUNITY PLAN 40240
 IN THE AREA NAMED CHRISTIES BEACH
 HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 12541588
 Dealing Date 06/06/2016
 Sale Price \$365,000
 Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12541589	ING BANK (AUSTRALIA) LTD. (ACN: 000 893 292)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
8619671103	CURRENT	2D WILSON STREET, CHRISTIES BEACH, SA 5165

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
17/11/2015 12:17	12430435	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	8619671103
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2016
Property Location	2D WILSON STREET, CHRISTIES BEACH, SA 5165
Local Government	ONKAPARINGA
Owner Names	TANIEKA ROSE PILLEN HEATH RYAN PILLEN
Owner Number	17100390
Address for Notices	MAGAIN REAL ESTATE 765 MARION ROAD ASCOT PARK SA 5043, AUS
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	HG V
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C40240 LOT 601	CT 6166/976

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$195,000	\$590,000			
Previous	\$170,000	\$530,000			

Building Details

Valuation Number 8619671103

Building Style Not Available

Year Built 2016

Building Condition Not Available

Wall Construction Not Available

Roof Construction Not Available

Equivalent Main Area 0 sqm

Number of Main Rooms Not Available

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

Certificate of Title

Title Reference: CT 6166/976

Status: CURRENT

Parent Title(s): CT 5378/336

Dealing(s) Creating Title: ACT 12430434

Title Issued: 14/12/2015

Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
06/06/2016	04/07/2016	12541589	MORTGAGE	REGISTERED	ING BANK (AUSTRALIA) LTD. (ACN: 000 893 292)
06/06/2016	04/07/2016	12541588	TRANSFER	REGISTERED	TANIEKA ROSE PILLEN, HEATH RYAN PILLEN
06/06/2016	04/07/2016	12541587	DISCHARGE OF MORTGAGE	REGISTERED	12407972
02/10/2015	28/10/2015	12407972	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Certificate of Title

Title Reference: CT 6166/976

Status: CURRENT

Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
17/11/2015	14/12/2015	12430435	BY-LAWS	FILED	C40240

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Telephone (08) 8384 0666

Certificate No: S77095/2025

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: Fentons Forms
PO Box 298
CHRISTIES BEACH SA 5165

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	113193
VALUER GENERAL NO	:	8619671103
VALUATION	:	\$590,000.00
OWNER	:	Mr Heath Ryan Pillen & Mrs Tanieka Rose Pillen
PROPERTY ADDRESS	:	2D Wilson Street CHRISTIES BEACH SA 5165
VOLUME/FOLIO	:	CT-6166/976
LOT/PLAN NUMBER	:	Community Plan Parcel 601 CP 40240
WARD	:	02 Mid Coast Ward

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

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

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

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

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

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

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/3649/2014
Description	Five x two-storey row dwellings each with garage
Decision	Approved
Decision Date	13 July 2015

Development Plan Consent Conditions:

1. All development shall be completed and maintained in accordance with the amended plans and documents dated 3 June 2015 submitted with and forming part of the Development Application except where varied by the following condition(s).
2. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - Prevent silt run-off from the land to adjoining properties, roads and drains.
 - Control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land.
 - Ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site.
 - Ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure.
 - Ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.
4. All upper level windows on the south elevation of dwellings 1, 2, 3 and 4 forming part of the submission, shall be permanently fitted with obscure glazing to a minimum height of 1700mm above the finished floor level and restricted window openings of 125mm, to the reasonable satisfaction of Council prior to occupation of the development.
5. That the landscaping as detailed in plan named Site and Ground Floor Plan date stamped 3 June 2015 shall be established prior to the occupation of the development and shall be maintained in good condition at all times. Any seriously diseased, dying or dead vegetation shall be promptly replaced to the reasonable satisfaction of council.
6. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb. Verge slope shall be no greater than 2.5 per cent fall towards the road, suitable for pedestrian traffic under the Disability Discrimination Act and in accordance with the current Australian Standard 2890.1.

Building Rules Consent Conditions

For Building Rules consent conditions refer to the attached Private Certifiers decision notification form.

CONDITIONS:

1. **Building Indemnity Insurance** - Pursuant to reg. 21(2) of the Development Regulations 2008 a Certificate of Insurance, as required under Division 3 of Part 5 of the Building Work Contractors Act 1995, must be taken out by the builder contracted to perform any domestic building work and be lodged by the owner or builder with Council before the commencement of any work on site.

Application Number 145/892/2017
Description Verandah
Decision Approved
Decision Date 27 April 2017

Building Rules Consent Conditions

For Building Rules consent conditions refer to the attached Private Certifiers decision notification form.

BUILDING RULES CONSENT CONDITIONS

- 1 The stormwater shall 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 unsanitary conditions.

Planning Act 1982 (repealed)

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

Building Act 1971 (repealed)

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

Planning and Development Act 1966 (repealed)

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

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Housing Diversity Neighbourhood (HDN)

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 (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 Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Signif Retirement Facility Supported Accom Sites

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

Urban Tree Canopy

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

Is the land situated in a designated State Heritage Place/Area?

NO

Is the land designated as a Local Heritage Place?

NO

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

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

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

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

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

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

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

Section 127

Condition (that continues to apply) of a development authorisation

NO

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

Requirement to vest land in council to be held as open space

NO

Section 50(2)

Agreement to vest land in council to be held as open space

NO

Section 55

Order to remove or perform work

NO

Section 56

Notice to complete development

NO

Section 57

Land management agreement

NO

Section 69

Emergency order

NO

<i>Section 71 (only)</i>		
Fire safety notice		NO
<i>Section 84</i>		
Enforcement notice		NO
<i>Section 85(6), 85(10) or 106</i>		
Enforcement Order		NO
<i>Part 11 Division 2</i>		
Proceedings		NO

Fire and Emergency Services Act 2005

<i>Section 105F (or section 56 or 83 (repealed))</i>		
Notice		NO
<i>Section 56 (repealed)</i>		
Notice issued		NO

Food Act 2001

<i>Section 44</i>		
Improvement notice <u>issued against the land</u>		NO
<i>Section 46</i>		
Prohibition order		NO

Housing Improvement Act 1940 (repealed)

<i>Section 23</i>		
Declaration that house is undesirable or unfit for human habitation		NO

Land Acquisition Act 1969

<i>Section 10</i>		
Notice of intention to acquire		NO

Local Government Act 1934 (repealed)

<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>		
		NO

Local Government Act 1999

<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>		
Refer to separate attachment for Rates and Charges		NO

Local Nuisance and Litter Control Act 2016

<i>Section 30</i>		
Nuisance or litter abatement notice <u>issued against the land</u>		NO

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access

NO

Section 140

Notice requesting access

NO

Section 141

Order to remove or perform work

NO

Section 142

Notice to complete development

NO

Section 155

Emergency order

NO

Section 157

Fire safety notice

NO

Section 192 or 193

Land Management Agreements

NO

Section 198(1)

Requirement to vest land in a council or the Crown to be held as open space

NO

Section 198(2)

Agreement to vest land in a council or the Crown to be held as open space

NO

Part 16 - Division 1

Proceedings

NO

Section 213

Enforcement notice

NO

Section 214(6), 214(10) or 222

Enforcement order

NO

Public and Environmental Health Act 1987 (repealed)

Part 3

Notice

NO

Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked

Part 2 – Condition (that continues to apply) of an approval

NO

Public and Environmental Health (Waste Control) Regulations 2010 revoked

Regulation 19 - Maintenance order (that has not been complied with)

NO

South Australian Public Health Act 2011

Section 92

Notice

NO

South Australian Public Health (Wastewater) Regulations 2013 NO

Part 4 – Condition (that continues to apply) of an approval

Particulars of building indemnity insurance

Details of Building Indemnity Insurance still in existence for building work on the land NO

Particulars relating to environment protection

Further information held by council

Does the council hold details of any development approvals relating to: NO

(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*?

Note –

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

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

It should be noted that –

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

General

Easement

NO

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

Are you aware of any encroachment on the Council easement? NO

Lease, agreement for lease, tenancy agreement or licence

NO

(The information does not include the information about sublease or subtenancy.

The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

Caveat

NO

Other

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

NO

PLEASE NOTE:

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

This statement is made the 11 December 2025

Thomas Caiapich
Project Officer – Development Support
AUTHORISED OFFICER

Certificate No: S77095/2025

LOCAL GOVERNMENT RATES SEARCH

TO: Fentons Forms
PO Box 298
CHRISTIES BEACH SA 5165

11 December 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 77863
 Valuer General No : 8619671103
 Valuation : \$590,000.00
 Owner : Mr Heath Ryan Pillen & Mrs Tanieka Rose Pillen
 Property Address : 2D Wilson Street CHRISTIES BEACH SA 5165
 Volume/Folio : CT-6166/976
 Lot/Plan No : Community Plan Parcel 601 CP 40240
 Ward : 02 Mid Coast Ward

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

Opening balance (as of 30 Jun 2025) including rates, fines and interest, block clearing charges and legal fees	\$0.00
--	--------

Postponed Amount in Arrears	\$0.00
-----------------------------	--------

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

Total Rates Levied 2025-2026	\$1,797.86
------------------------------	------------

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

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

Postponed Interest	\$0.00
--------------------	--------

Less paid current financial year	-\$899.86
----------------------------------	-----------

Overpayment	\$0.00
-------------	--------

Legal Fees (current)	\$0.00
----------------------	--------

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

Rebate	\$0.00
--------	--------

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

Property Related Debts	\$0.00
------------------------	--------

BPAY Biller Code: 421503	TOTAL BALANCE	\$898.00
--------------------------	---------------	----------

Ref: 1388040778638

AUTHORISED OFFICER

Kate Vonow

This statement is made the 11 December 2025

Orig. **LF 12430435**



12:17 17-Nov-2015
2 of 2

Prefix
LF
Series No.
2

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

Correction to: Eckermann Steinert Conveyancers

CJSA15

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

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

PICK-UP NO.	/
CP	40240

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED 15 NOV 2015	<i>S</i>
 REGISTRAR-GENERAL	
PRO 	

BY-LAWS

COMMUNITY TITLES ACT 1996

COMMUNITY PLAN NO. 40240

8 Shepherd Road Christies Beach SA 5165

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by
the person who prepared the document.

Signed



Teresa Marie Hennig of Level 4, 199 Grenfell Street Adelaide SA 5000

17/11/15 Conveyancer

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COMMUNITY BY – LAWS WARNING

The terms of these By-Laws are binding on the Community Corporation, the owners of the community lots and the persons entering the community parcel.

These By-Laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by special resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

1. Preliminary

1.1 Definitions and Interpretation

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to these by-laws and unless to the contrary otherwise require, the expressions:-

"Act"	means the <i>Community Titles Act 1996</i> (as amended);
"common property"	means the common property created by Community Plan No. 40240;
"corporation"	means Community Corporation No. 40240 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor, manager or representative of the corporation appointed in writing;
"community parcel"	means the whole of the land comprised in Community Corporation Plan No. 40240;
"invitees"	means visitors, tradesperson, builders, contractors, agents, clients or associates of the lot holder or occupier of a lot;
"lot"	means a community lot as defined in the Act and a community lot comprised in Community Plan No. 40240;
"lot holder"	means the owner of a lot; and
"occupier"	of a lot includes, if the lot is unoccupied, the owner of the lot.

IN THESE BY-LAWS UNLESS THE CONTRARY INTENTION APPEARS

- a) a reference to an instrument includes any variation or replacement of it;
- b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c) the singular includes the plural and vice versa;
- d) the word "person" includes a firm, a body corporate, an association or an authority;
- e) words of any gender include every gender;
- f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns; and
- g) headings are inserted for convenience and do not affect the interpretation of these by-laws.

2. Mandatory By - Laws

2.1 Administration, Management and Control of Common Property

The corporation is responsible for the administration, management and control of the common property.

2.2 Use and Enjoyment of the Common Property

The common property is, subject to the Act and these by-laws, for the common use and enjoyment of lot holders, occupiers and their invitees. The lot holders, occupiers and their invitees whilst using the common property must not:-

- 2.2.1 make any undue noise, damage or interfere with any structure, shrub, plant, tree or garden, deposit any rubbish or waste material on or in the common property or in way obstruct the lawful use of the common property;
- 2.2.2 without the prior approval in writing of the corporation mark, paint, erect or construct any permanent structure or service infrastructure;
- 2.2.3 damage or deface any existing structure or service infrastructure that forms part of the common property;
- 2.2.4 use any portion of the common property for their exclusive use as a garden or otherwise without the prior consent in writing of the corporation;
- 2.2.5 display any advertising, sign or hoarding;
and
- 2.2.6 must reasonably endeavour to make their invitees aware of these by-laws or ensure that their invitees do not engage in any conduct that is in breach of these by-laws;
- 2.2.7 must notify the corporation of any damage or defect in the common property immediately becoming aware of the damage or defect; and
- 2.2.8 must be able to have access ingress and egress on foot to the common property for the purpose of the use and enjoyment of the lot holder's lot.

2.3 Use and Enjoyment of Community Lots

A person must:-

- 2.3.1 use a lot solely or predominantly for residential purposes and for no other use unless that use has been first approved in writing by the corporation.
- 2.3.2 use and enjoy the lot in a manner consistent with these by-laws;
- 2.3.3 use the lot in accordance with the Development Act 1993;
- 2.3.4 not cause or permit on the community parcel any act or omission contrary to the intention of the by-laws;
- 2.3.5 not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of another lot holder or occupier of a lot;
- 2.3.6 not restrict or prevent the corporation from gaining access to any common service infrastructure shared between the lots for maintenance, repair or replacement purposes only;
- 2.3.7 not alter the exterior of the improvements on a lot without the consent in writing of the corporation; and
- 2.3.8 not to excavate dig and install any bore or well on any community lot.

2.4 Insurance

2.4.1 Building Insurance

- 2.4.1.1 A lot holder or developer or owner of a lot will properly insure all buildings, fixtures and improvements on each of the respective lots from the date of their practical completion to the full insurable value and must include cover for demolition site clearance architects fees and replacement with new materials of a like or similar quality.
- 2.4.1.2 The owner of each lot will maintain public risk insurance of amounts of at least ten million dollars (\$10M) in respect of any one event or such higher cover as the corporation or the Act may from time to time determine or require.

2.4.2 Common Property

- 2.4.2.1 The corporation will at all times effect insurance on the common property for public liability cover of not less than ten million dollars (\$10,000,000.00).
- 2.4.2.2 The corporation must also insure the buildings or other improvements (if any) on the common property. The insurance must be for the full cost of replacing the buildings or improvements with new materials and must cover incidental costs such as demolition, site clearance and architect's fees.
- 2.4.2.3 The corporation must review on an annual basis all insurances held, and the need for new or additional insurances. The corporation will ensure that sufficient funds are obtained from the contributions to the administrative fund payable by the lot owner to enable payment of the premium of the Policy of Insurance. In the event of a claim, any excess or shortfall resulting from under insurance must be met by the corporation.
- 2.4.2.4 The owner or occupier of a lot must not, except with the approval of the community corporation, do anything that might void or prejudice the insurance effected by the corporation or increase any insurance premium payable by the corporation.

3. Maintenance and Use of Lots

3.1 Maintenance and Repair

The owner of a lot must:-

- 3.1.1 maintain and keep in good repair buildings and structural improvements to the lot (including paintwork and external finishes); and
- 3.1.2 paint and repair external finishes as authorised and requested by the corporation from time to time in order to substantially maintain a continuity of appearance of all buildings on each community lot on the community parcel.

3.2 Occupier's Obligations to Maintain the Lot in Good Condition

- 3.2.1 The occupier of a lot must keep the lot in a clean and tidy condition.
- 3.2.2 The occupier must keep the garden of that lot maintained and clear of rubbish and shall not change the landscaping of that Lot so as to substantially alter the environment.
- 3.2.3 The occupier of a lot must:-
 - 3.2.3.1 store garbage in an appropriate container that prevents the escape of unpleasant odours;

- 3.2.3.2 store the appropriate container in such a manner that it cannot be seen from the front of the lot; and
- 3.2.3.3 comply with any requirements of the council for the disposal of garbage.

4. Pets and Animals

- 4.1 A lot holder or occupier is permitted to keep either a desexed cat or a dog not exceeding six kilograms in weight, in the backyard of the lot, provided that the animal be under physical care and control of the lot holder and occupier of a lot at all times; and does not injure or disturb the quiet enjoyment of other lot holders or occupiers of a lot.
- 4.2 A lot holder or occupier must immediately remove any deposit of waste material and repair and or replace any damage to or loss of property caused by the animal on or to any part of the community parcel.
- 4.3 Subject to by-law 4.1 a lot holder or occupier must not keep any other pets, birds or animals without the consent of the corporation at a duly convened meeting and only on such conditions as imposed by the corporation.
- 4.4 The corporation may be written notice require a lot holder or occupier to permanently remove an animal from the community parcel.
- 4.5 Notwithstanding the other provisions of by-law 4, if a lot holder or occupier is a person who suffers from a disability, they may keep a dog or other animal trained to assist the occupier or lot holder in respect to that disability.

5. Prohibition of Disturbance

5.1 Disturbance

The occupier of a lot must not engage in conduct that unreasonably disturbs the occupier of another lot or others who are lawfully on a lot.

6. General Provisions

6.1 Display of Advertisements

- 6.1.1. A person must not, without the written approval of the corporation (other than during the Development of a lot and in the display of signs required under the Building Work Contractors Act 1995) erect or display any advertising signs unless the advertising is a sign associated with the sale of a lot; provided that sign used does not exceed 600mm by 1 metre in dimension.

6.2 Offence

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

Maximum Penalty: - The maximum prescribed under the Act.

7. Community Corporation may make Rules

The corporation may make rules relating to the common property not inconsistent with these by-laws and the same shall be observed by the lot holders, occupiers and their invitees unless and until they are disallowed or revoked by an ordinary resolution at a general meeting of lot holders.

8. Community Corporation Recovery Rights

- 8.1 The corporation may recover any money owing to it under the by-laws as a debt.
- 8.2 The lot holder or occupier of a lot must pay or re-imburse on demand to the corporation costs, charges and expenses incurred in connection with the contemplated, attempted or actual enforcement or preservation of any rights under the by-laws in relation to the lot holder or occupier.
- 8.3 The cost, charges and expenses recoverable under these by-laws shall include without limitation those incurred in retaining any independent consultant, agent or other advisor used to evaluate any matter of concern and the corporation's administration costs in connection with those events; and
- 8.4 The corporation may charge interest on any overdue money owned by a lot holder or occupier of a lot at the rate equal to two (2) percentage points above the rate then quoted by the corporation's bankers on overdraft accommodation of less than \$100,000.00 calculated on the daily balance of commencing from the day that the money became due for payment.

9. Indemnity and Release

A person bound by these by-laws shall;

- 9.1 indemnify and forever hold harmless the corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the lot or common property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the corporation; and
- 9.2 occupy, use and keep the lot at the risk in all things of the lot holder and the lot holder hereby releases to the full extent permitted by the law the corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arises from or as a consequence of the negligence of the corporation or any servant or agent of the corporation.

10. Waiver

No waiver by the corporation of one breach of any by-law, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other by-law, obligation or provisions herein contained or implied.

11. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the lot holder if:-

- 11.1 it is given to the lot holder or an agent of the person; or
- 11.2 it is left for that lot holder with someone apparently over the age of 16 years at his or her place of residence or at any place at which he or she carries on business; or
- 11.3 it is posted to the lot holder at their last known address; or
- 11.4 if the lot holder consents to receiving the notice by email - by transmitting the notice by email to the email address provided by the lot holder for that purpose; or
- 11.5 where the notice is affixed in a prominent position on the lot prescribed by the regulations.

12. Severance

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

13. Breach

Where a person bound by these by-laws has acted in breach thereof and the corporation has incurred expenses in remedying such breach, the corporation shall be entitled to recover such expenses from such person.

14. Penalty

The maximum penalty for the breach of any of these by-laws is five hundred dollars (\$500.00) or such maximum amount as may be provided for by Section 34(3) of the Act.

15. Removal of Persons

The corporation may remove any person from a part of the community parcel who is found committing a breach of a by-law in that part.

16. Internal Fencing

The provisions of the Fences Act 1975 (as amended) shall apply as between the owners of adjoining community lots.



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	CAH0007977
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	15/03/2025 to 15/03/2026 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 40240 INC.
Situation	2-2D WILSON STREET CHRISTIES BEACH SA 5165

Policies Selected

Policy 1 – Community Property

Community property: \$60,775

Community income: \$9,116

Common area contents: \$0

Policy 2 – Liability to Others

Limit of liability: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Not Selected

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000

Part B: Appeal expenses – common property health & safety breaches: \$100,000

Part C: Legal Defence Expenses: \$50,000

Flood Cover is included.



Flood Cover Endorsement

Flood cover is included.

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

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

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

Date Printed

13/02/2025

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

Luke Jones

Quotation

For: Ewen McGregor
ewen@centina.com.au

Quote No: 940
Date: 06/06/2025

Description	Quantity	Rate	Amount
Corner Wilson St, Shepherd Rd, Christies Beach	5	\$3,150.00	\$15,750.00
Painting works to exterior walls of 5X 2 storey townhouses. Render and cladding walls Dulux Acrashield coating for render walls			
Painting works to eaves linings	5	\$730.00	\$3,650.00
Painting to front doors and door frames external halfs only.	5	\$240.00	\$1,200.00
Scaffold hire per home	5	\$240.00	\$1,200.00
		Subtotal	\$21,800.00
		GST 10%	\$2,180.00
		Total	\$23,980.00
		Total	\$23,980.00

Comments

Price excludes polyurethane to windows and fixing of any cracks.
Any cracks and caulking to be charged hourly rate of \$75+GST Per hour

Heath Pillen

Tax Invoice

2D Wilson Street
Christies Beach SA 5165

0433462441
heath.pillen@gmail.com

Bill To	Heath Pillen 12 Verdi Bvd Irymple VIC 3498	Invoice Number	2D2024
		Date	19/05/2024
		Payment Due	02/06/2024

Description	Quantity	Unit price	Amount
Share of common property insurance - Fleurieu & Hills Insurance (Invoice #1023012)	1	\$114.20	\$114.20
Share of mowing service - Greenage Lawnmowing (05/01/2023- 18/01/2024)	18	\$6.00	\$108.00
Total			\$222.20

Payment via EFT to the following account with Reference: 2D2024

BSB: 923 100
Account: 33075423
Name: Heath Pillen

Heath Pillen

Tax Invoice

2D Wilson Street
Christies Beach SA 5165

0433462441
heath.pillen@gmail.com

Bill To	Heath Pillen 12 Verdi Bvd Irymple VIC 3498	Invoice Number	2D2025
		Date	19/05/2025
		Payment Due	05/06/2025

Description	Quantity	Unit price	Amount
Share of common property insurance - Fleurieu & Hills Insurance (Invoice #7560403)	1	\$126.50	\$126.50
Share of mowing service - Greenage Lawnmowing (05/01/2023- 18/01/2024)	14	\$6.00	\$84.00
Total			\$210.50

Payment via EFT to the following account with Reference: 2D2025

BSB: 923 100
Account: 33075423
Name: Heath Pillen

MINUTES

Annual General Meeting

Community Corporation No. 40240 Incorporated

Thursday 5th June 2025, 8:00-8:15pm

Telephone (Host - Heath Pillen: 0433 462 441)

In attendance: Heath Pillen (2D), Ewen McGregor (2B), Louise and Tim Fletcher (2C)

Apologies: Lot Owners 2 and 2A

Agenda Items (as per item 16, *Community Titles Regulations 2011*)

1. Motion confirming the minutes of the previous general meeting

Motion to confirm minutes: Heath Seconded: Ewen

2. Actions from previous meeting

- Mowing costs and public liability insurance continue to be maintained by Heath Pillen of 2D Wilson Street.

3. Policies of insurance required by the Act to be held by the corporation

- Certificate of currency for public liability insurance for period 15/03/2025 to 15/03/2026 (Fleurieu and Hills Insurance, policy #CAH0007977) distributed to lot owners via email prior to meeting.

4. Expenditure and contributions to be made by members

- Insurance payment in full by Heath Pillen (\$632.81). See attached invoice from Fleurieu and Hills Insurance (invoice #7560403). Up from \$571.05 for previous year, consistent with expected annual increase.
- Gardening payment in full by Heath Pillen (\$30.00 per month, total expenditure \$420.00, 13/6/2024 – 8/1/2025).
- Invoices for lot owners (insurance and gardening) distributed by email – total of \$210.5 per lot. Received with thanks.

5. Appointment of the presiding officer, treasurer and secretary of the corporation

- Agreement to re-appoint Heath Pillen in above roles. Prior to the AGM, lot owners 2 and 2A indicated that they were happy to continue with this arrangement.

6. Claims, disputes, and applications for relief

- None raised

7. Other business

- Ewen noted that the building exterior is due for a re-paint as a protective measure – consistent with 10yr timeline for re-painting. Has a trusted long-term industry contact who can provide a competitive and quality job. Lot owners happy for Ewen to obtain a quote from the noted provider for an exterior re-paint of all townhouses.
Agreement that there was no need for additional quotes. To present quote to lot owners prior to next AGM.

8. Date of next AGM

- Thursday 5th June 2026, 8:00-8:15pm

9. Close

Residential Tenancy Agreement - Fixed Term or Periodic

Residential Tenancies Act 1995 (SA)
Residential Tenancies Regulations 2025 (SA)

MAGAIN

- This is your residential tenancy agreement. It is a binding contract under the **Residential Tenancies Act 1995 (SA) (Act)**.
- Parts C, Part A, Part B and Part D contain the terms of your agreement.
- All parties to this agreement should consider obtaining legal advice about their rights and obligations.

PART A – BASIC TERMS

This agreement is between the Landlord(s) and the Tenant(s) listed on this form.

1. Date of agreement

This is the date the agreement is signed: 24 / 10 / 2025

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the Landlord

Address of premises

Street: 2D Wilson St
Suburb: Christies Beach State: SA Postcode: 5165

Reservations

Detail any part of the premises excluded from this agreement or reserved for the Landlord's sole use or use in common with the Tenant:

3. Landlord's details

Full name or company name: Heath Pillen

ABN/ACN (if applicable):

Address of registered office (if landlord is a company)

Address: 15 / 47 SYCAMORE DRIVE
Suburb: CURRIMUNDI State: QLD Postcode: 4551

Address for service of documents (must not be the agent's address)

Address: ,
Suburb: State: Postcode:

Full name or Company name: Tanieka Pillen

ABN/ACN (if applicable):

Address for service of documents (must not be the agent's address)

Address: 15 / 47 SYCAMORE DRIVE,
Suburb: CURRIMUNDI State: QLD Postcode: 4551

Landlord's agent's details

Company name: BARRIE MAGAIN & CO PTY LTD

Trading name: Magain Property Management

Agent name: Magain Property Management

Address: 765 MARION ROAD
ASCOT PARK State: SA Postcode: 5043

Phone number: 08 8277 1777 ABN/ACN (if applicable): 70-007-787-484

Email address: magain@email.propertyme.com

Registration number (RLA): RLA222182

Note: The Landlord must notify the Tenant within 14 days if any of this information changes.

Details of any person with superior title to the Landlord

Full name:

Address: State: Postcode:

4. Tenant details

Each Tenant that is a party to the agreement must provide their details here.

Full name of Tenant 1: Alexander Hand

Phone number: 0473 758 504 ABN/ACN:

Email for service of notices or documents: alexanderhand@hotmail.com

Full name of Tenant 2: Marie Austin

Phone number: 0415 769 901

Email for service of notices or documents: mariejaustin01@gmail.com

Full name of Tenant 3:

Phone number:

Email for service of notices or documents:

Full name of Tenant 4:

Phone number:

Email for service of notices or documents:

Note: If there are more than four tenants, include details on an extra page.

5. Length of the agreement

Fixed term agreement

Start date: 31 / 10 / 2025

(this is the date the agreement starts and you may move in)

End date: 30 / 10 / 2027

Note: If the term is 90 days or less, include a Short Fixed Term Tenancies Notice (Form 1).

Periodic agreement (monthly)

Start date:

Note: A periodic (e.g. month by month) tenancy agreement will be formed at the end of the fixed term agreement if the Landlord and Tenant do not sign a new fixed term agreement and the Tenant stays in the property.

6. Rent

Rent amount (\$) (payable in advance)

600.00 week

To be paid per

week

fortnight

calendar month

Day rent is to be paid

(e.g. each Thursday or the 11th of each month)

Date first rent payment due:

31 / 10 / 2025

Does a rent control notice apply in respect of the premises? Yes No

7. Bond

The maximum bond is:

- (a) if the rent is less than \$800 per week – four weeks' rent; or
- (b) if the rent is more than \$800 per week – six weeks' rent.

Bond amount (\$):

2,400.00

Date bond payment due:

24/10/25

8. Domestic appliances requiring instructions

(List the appliances here. Manufacturers manuals, or written or oral instructions must be provided to the Tenant.)

9. Details of embedded electricity network

Is electricity supplied to the premises via a connection point that is part of an embedded network? Yes No

If yes, the Landlord must provide the following information –

(a) General information about the nature, benefits and potential consequences of participating in an embedded network:

(b) Details of the retailer for the embedded network

Name: _____ ABN: _____

Phone: _____ Email: _____

Website: _____

Tariffs that apply: _____

(c) Metering arrangements and potential costs of participating in the embedded network:

(d) Cost apportionments per kilowatt hour for any bundled utilities arising from participation in the embedded network:

10. Method of rent payment

(Landlord to tick available methods of rent payment. At least one method must be electronic.)

direct deposit bank deposit cash cheque or money order



other electronic form of payment _____

Payment details (if applicable): _____

BSB no. 035 053 Account no. 354 101

Account name Barrie Magain Trust Account (Westpac)

Payment reference EDW16190

11. Water consumption

The Tenant is required to pay water charges as detailed and as allowed under the Act:

All water use and supply charges Water use only Supply charge only

All water usage over and above _____ kL per _____ No charge for water

Other (specify) _____

12. Utilities

The following utilities/services are separately metered or supplied to the premises and the Tenant will pay rates and charges as consumed:

electricity other: _____
 gas other: _____
 water other: _____

The following utilities/services are not separately metered or supplied to the premises and the Tenant will pay a portion of the rates and charges using the following method of apportionment:

Service

Apportionment

13. Inspection sheet

The Landlord or Landlord's agent must give each Tenant a signed copy of the inspection sheet at the time the Tenant commences occupation of the premises.

(Landlord (or landlord's agent) to tick as appropriate)

The inspection sheet has been provided.

The inspection sheet will be provided to the Tenant on or before the date the agreement starts.

14. Notice of Landlord's intention to offer premises for sale

The Landlord has advertised or intends to advertise the premises for sale or has entered into a sales agency agreement for the sale of the premises: Yes No

PART B GENERAL TERMS AND CONDITIONS

MAGAIN

1. Residential Tenancies Act 1995

- 1.1 This agreement is subject to the *Residential Tenancies Act 1995 (SA) (Act)* and *Residential Tenancies Regulations 2025 (SA) (Regulations)*.
- 1.2 If there is any inconsistency between a provision of this agreement and the Act or Regulations, unless the Act or Regulations permit otherwise, the Act or Regulations will prevail to the extent of the inconsistency.

2. Rent

- 2.1 The Tenant must pay the rent at the times and in the manner set out in Part A of this agreement.
- 2.2 The Landlord must give the Tenant written notice of a proposed rent increase in accordance with the Act.
- 2.2 Rent cannot be increased more than once every 12 months.

3. Utilities

The Tenant must pay for all services to the premises including electricity, gas, telecommunications and water (unless provided otherwise in Part A of this agreement) as consumed.

4. Tenant's obligations

The Tenant must not:

- 4.1 use the premises for any other use than its place of residence;
- 4.2 permit, cause or use the premises for any illegal or unauthorised purpose;
- 4.3 damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear);
- 4.4 make any modifications or alterations to the premises without the Landlord's written consent unless the modification or alterations are prescribed under the Act. The Landlord must comply with the Act in granting or refusing its consent;
- 4.5 use any of the Landlord's fixtures or fittings for any other use than the intended use;
- 4.6 cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- 4.7 park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the Tenant for such use or as agreed to by the Landlord;
- 4.8 use any machinery or equipment owned by the Landlord and left on the premises other than in accordance with the Landlord's or manufacturer's instructions;
- 4.9 permit any other person than the persons agreed by the Landlord to remain on the premises for more than 14 days; or
- 4.10 smoke or permit any invitee to smoke within the premises.

5. Condition of the premises

5.1 The Landlord:

- 5.1.1 must ensure that the premises comply with any minimum housing standards, and are vacant and reasonably clean when the Tenant moves in;
- 5.1.2 must maintain the premises and ancillary property in a reasonable state of repair having regard to their age, character and prospective life; and
- 5.1.3 will comply with requirements in relation to minimum efficiency standards for appliances, fittings or fixtures.

5.2 The Tenant:

- 5.2.1 must replace any ancillary property lost or destroyed while in the care of the Tenant;
- 5.2.2 must take all reasonable care not to damage the premises;
- 5.2.3 must promptly notify the Landlord of damage to the premises;
- 5.2.4 must keep the premises in a reasonably clean condition (subject to reasonable wear and tear);
- 5.2.5 must replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
- 5.2.6 must make good any damage to the premises caused by the Tenant or its invitees (other than fair wear and tear);
- 5.2.7 must keep the premises clear of any rubbish;
- 5.2.8 must dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;

- 5.2.9 must regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement;
- 5.2.10 must not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains);
- 5.2.11 must keep the premises clean and free from mould, fungi and damp caused by the Tenant's use of the premises; and
- 5.2.12 must (if the premises contains a swimming pool) regularly maintain at its own cost the pool and associated equipment to the same standard as at the commencement of this agreement.

6. Repairs by Landlord

- 6.1 The Tenant must notify the Landlord, in writing, as soon as practicable of a defect requiring repair, including:
 - 6.1.1 damage to the premises;
 - 6.1.2 a breakdown of facilities, fixtures, furniture or equipment supplied by the Landlord.
- 6.2 The Landlord must carry out urgent repairs promptly and non-urgent repairs in a reasonable time having regard to the nature of the repair.

7. Emergency repairs

In the case of an accident or damage occurring outside of normal business hours and which may pose a risk to life, health or security of the premises, the Tenant must comply with the Landlord's agent's procedures for after-hours emergencies notified to the Tenant from time to time.

8. Alterations

- 8.1 The Tenant:
 - 8.1.1 must obtain the Landlord's consent before making any alteration or addition to the premises;
 - 8.1.2 will be responsible for the cost of the alteration or addition;
 - 8.1.3 must, at the end of the tenancy, return the premises to its former state as if the alteration or addition had not been made (unless otherwise agreed with the Landlord);
 - 8.1.4 may only remove a fixture the Tenant has installed if removing it would not cause damage to the premises; and
 - 8.1.5 must repair, or compensate the Landlord for repairing, any damage caused by the Tenant in making an alteration or addition, or in removing a fixture.
- 8.2 The Landlord:
 - 8.2.1 will not unreasonably withhold consent if the alteration or addition is:
 - (a) minor in nature;
 - (b) necessary to provide infrastructure of a prescribed kind;
 - (c) reasonable and necessary for a Tenant with a disability and would not significantly change the premises; or
 - (d) reasonable and necessary for a Tenant with mobility needs relating to their age and would not significantly change the premises; and
 - 8.2.2 may refuse consent if:
 - (a) the alteration would significantly change the premises;
 - (b) the alteration would require modifications to any common areas;
 - (c) the alteration would result in noncompliance with any law;
 - (d) any action required to restore the premises would not be reasonably practicable; or
 - (e) a valid notice of termination has been given to the Tenant.

9. Security of premises

- 9.1 The Landlord will provide and maintain locks and other security devices to ensure the premises are reasonably secure.
- 9.2 Neither the Landlord nor the Tenant may alter, remove or add a lock or security device without the consent of the other party (other than locks on the letterbox), except in the case of domestic abuse in accordance with the Act. Consent will not be unreasonably withheld.

10. Access and entry

- 10.1 The Landlord (or Landlord's agent) may enter the premises:
 - 10.1.1 in an emergency;
 - 10.1.2 to collect rent by arrangement with the Tenant, if required;
 - 10.1.3 to inspect the premises up to four times per year (provided that at least 7 days prior to an inspection, the Landlord must give written notice specifying the purpose of the entry, date and 2-hour window within which the inspection will occur);
 - 10.1.4 to carry out garden maintenance at the request of, or by arrangement with, the Tenant or by giving notice between 7 and 14 days prior to the entry;
 - 10.1.5 to carry out maintenance at the request of the Tenant or after giving 48 hours' notice;
 - 10.1.6 to carry out the requirements of a housing assessment order or housing improvement order after giving 48 hours' notice;
 - 10.1.7 to show the premises to prospective tenants during the 28 days prior to the end of the Tenancy after giving the Tenant reasonable notice;
 - 10.1.8 to show the premises to prospective purchasers no more than twice per week, at times as arranged with the Tenant (or as ordered by the Tribunal if parties cannot agree);
 - 10.1.9 after issuing a notice of breach, to determine if the breach has been remedied after giving the prescribed notice to the Tenant between 7 and 14 days prior to the entry;
 - 10.1.10 for other genuine purposes with consent of the Tenant or by giving notice between 7 and 14 days prior to the entry; and
 - 10.1.11 if the premises have been abandoned.
- 10.2 The Tenant:
 - 10.2.1 must allow entry to the premises where the Landlord has followed proper procedure; and
 - 10.2.2 may request to be present when the Landlord or agent is at the premises and reasonable efforts will be made to accommodate the request.

11. Pets

- 11.1 The Tenant must apply to the Landlord for approval to keep a pet on the premises (other than an exempt animal under the Act).
- 11.2 The Landlord may:
 - 11.2.1 refuse the application on the grounds specified in the Act;
 - 11.2.2 give approval subject to conditions; and
 - 11.2.3 impose, vary or revoke a condition of approval at any time by giving notice to the Tenant.

12. Assignment or sub-letting

- 12.1 The Tenant must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the Landlord.
- 12.2 The Landlord may give the Tenant notice to vacate if the Tenant assigns or sub-lets the premises without consent.
- 12.3 The Landlord:
 - 12.3.1 cannot unreasonably withhold consent to sub-let the premises.
 - 12.3.2 must not demand or receive a fee or payment for consent (but may recover expenses reasonably incurred by the Landlord because of the assignment or subletting).

13. Landlord's obligations

The Landlord will:

- 13.1 if the Landlord determines to sell the premises:
 - 13.1.1 give the tenant written notice of the Landlord's intention to sell the premises within 14 days of entering into a sales agency agreement or determining to make the premises available for inspection by prospective purchasers;
 - 13.1.2 will not advertise the premises for sale or make the premises available for inspection by prospective purchasers until 14 days after the Tenant is notified; and
 - 13.1.3 if a contract is entered into for the sale, will notify the Tenant of the name of the purchaser and the date from which rent is to be paid to them;
- 13.2 bear all statutory charges in respect of the premises; and
- 13.3 allow the Tenant quiet enjoyment of the premises without interference by the Landlord.

14. Insurance

- 14.1 The Landlord will insure the premises.
- 14.2 In relation to insurance policies taken out by the Landlord in respect of the premises, the Tenant must not do any act or omission which would make an insurance policy invalid.
- 14.3 The Tenant acknowledges that it will be responsible to insure its contents (at its own cost).

15. Strata or Community Title

- 15.1 If the premises are part of a strata scheme under the *Strata Titles Act 1988* (SA) or a community scheme under the *Community Titles Act 1996* (SA) the Landlord must give the Tenant a copy of the articles or by-laws of the strata scheme or community scheme at the commencement of the tenancy.
- 15.2 The Tenant must comply with the articles or by-laws at all times during the tenancy.

16. Termination

Subject to the Act and without limiting any other rights of termination the Landlord or Tenant may have under the Act:

16.1 Termination at end of fixed term

- 16.1.1 If this agreement is a fixed term agreement the Landlord may terminate this agreement at the expiry of the fixed term by providing at least 60 days' notice to the Tenant (subject to any requirements of the Regulations).
- 16.1.2 If this agreement is a fixed term agreement the Tenant may terminate this agreement at the expiry of the fixed term by providing at least 28 days' notice to the Landlord.
- 16.1.3 If this agreement is not terminated by either party, it continues as a periodic tenancy otherwise on the terms of this agreement until terminated by either party.

16.2 Termination by Landlord for failure to pay rent

If the rent is overdue by at least 14 days, the Landlord may issue the Tenant with a notice of termination for breach.

16.3 Termination by either party for breach

If either party breaches this agreement (and that breach is capable of being remedied), the other party may issue a notice of breach detailing the breach and that if the breach is not remedied within the time specified (being not less than seven days) the tenancy will end. If the breach is not remedied within the time specified in the notice, the tenancy will end on the date specified in the notice.

16.4 Reletting costs

If the Landlord terminates this agreement before the end of the fixed term for breach by the Tenant, the Tenant will be liable to pay the Landlord's reasonable costs of reletting the premises including advertising and reletting fees.

17. End of occupancy

At the expiration or earlier determination of this agreement, the Tenant must:

- 17.1 deliver vacant possession of the premises to the Landlord;
- 17.2 deliver to the Landlord or its agent all keys and security devices;
- 17.3 leave the premises in the same condition (fair wear and tear excepted) as set out in the inspection sheet, including thoroughly cleaning the premises; and
- 17.4 remove all of the Tenant's property and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the Tenant's cost) caused by such removal.

18. Privacy

- 18.1 As part of the Landlord leasing the premises to the Tenant, the Tenant will be required to give the Landlord or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- 18.2 Subject to the *Privacy Act 1998* (Cth), the Tenant consents to providing such information and permits the Landlord and/or its agent to:
 - 18.2.1 disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the Tenant (or the privacy policy of the Landlord's agent), and for any matters, issues or disputes related to this agreement or the tenancy;
 - 18.2.2 to keep on its database for future marketing and sales campaigns or similar (including where the Landlord is not marketing or selling a property);
- 18.3 If the Landlord or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the Tenant, the Landlord or its agent must provide the Tenant with a copy of its privacy policy.

19. Counterparts

- 19.1 This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant agreement.
- 19.2 Each party consents to this agreement and any notices provided under this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.

PART C - ADDITIONAL TERMS

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act or Regulations.

Note: If you need extra space, attach a separate sheet. Both the Landlord and Tenant should sign and date all attachments.

1. YOUR TENANT PORTAL:

If you have a current email, you will receive an invitation to access your private tenant portal with us, via 'propertyme'. On your portal you will see all the details of your tenancy, your payment history, copies of water accounts and importantly all the operating manuals to appliances for your property and status of any maintenance.

2. MAINTENANCE:

We are here to help and you can report maintenance to us any time either via phone, or your portal. For non urgent maintenance please call during business hours. If you have after hours emergency maintenance (think an essential service such as no water or gushing water, no power, or something dangerous or causing damage to the property), please contact us on 8277 1777 to be diverted to the on call manager.

3. SMOKE ALARMS:

Smoke alarms save lives. Please keep your alarm free from dust and cobwebs and do not tamper with the alarm in any way. Please let us know immediately if you suspect a fault to the alarm.

4. GARDEN MAINTENANCE:

Maintaining gardens is an important responsibility of your tenancy. You are responsible for regular lawn mowing, weeding, sweeping of leaves, removal of rubbish, raking of gravel and very importantly watering.

5. SMOKING: STRICTLY NO SMOKING INSIDE THE PREMISES.

6. VEHICLES:

Parking on lawns is not permitted (except to wash a vehicle) as it can cause damage to lawns and gardens. Please also be careful to ensure your car is not leaking oil as the cost to remove oil from driveways, garages, carports, pathways is costly (and a Tenant responsibility).

7. MISPLACED KEYS:

In the unfortunate event you lose the keys to your property or inadvertently lock yourself out, it is your responsibility to arrange access with a locksmith to gain entry. Of course if this occurs during our office hours (Monday-Friday 9am-5pm) you may collect our office set to gain access, provided they are returned within 24 hours. Failure to return will result in a set being cut at the tenants expense.

8. PETS:

Pets are strictly prohibited unless approval in writing has been provided from the Agent.

9. SWIMMING POOL:

Swimming pools in excess of 300mm high (which includes nearly all inflatable swimming pools) are prohibited from being erected as current local government legislation requires they have compliant pool fencing.

10. PLUMBING/ELECTRICAL:

In the event a contractor is required to remedy an item that is caused by tenant misuse, the tenant is responsible to pay for the associated contractors cost to remedy. To avoid blocked drains please ensure correct disposal of sanitary items to rubbish bins, avoid the use of toilet wipes, correct disposal of cooking oils/fats to rubbish or compost. To avoid call outs for power failures, please unplug all appliances to ensure the fault is not caused by an appliance.

11. ROUTINE INSPECTIONS:

Routine inspections are approximately every 13 weeks and we will provide you 7-14 days notification of your inspection date and time. If you have non urgent maintenance that you have not yet reported, please feel free to leave us a note on your kitchen bench. As per the conditions of offer of your lease, at the inspection we will take internal and external pictures to provide informative reports on the status of the property and maintenance. A copy of your report will be sent to you electronically, and we will be in contact if necessary.

12. CONTENTS AND TENANCY INSURANCE:

The tenant acknowledges that they are responsible for insuring their own contents. There are also Tenant Cover policies that provide legal liability cover in the event of a claim that are worth investigating.

PART D - EXECUTION

Signatures

This agreement is made under the **Residential Tenancies Act 1995 (SA)**.

Landlord

Signature of Landlord 1 (or Landlord's agent)



Dated **27/10/2025**

Signature of Landlord 2 (or Landlord's agent)



Dated _____

Tenant

All Tenants listed must sign this agreement.

I/we acknowledge receipt of the *Tenant Information Guide* provided by the Landlord

Signature of Tenant 1



Dated **24/10/2025**

Signature of Tenant 2



Dated **25/10/2025**

Signature of Tenant 3

Signature of Tenant 4

Dated _____

Dated _____

Note: Each Tenant who is a party to the agreement must sign and date here. If there are more than four Tenants, include details on an extra page.

Any alterations to this agreement must be in writing, signed and dated by the parties.



**Government of South
Australia**

Consumer and Business
Services

Customer Service
Centre
4/6 Chesser St,
Adelaide SA 5000
GPO Box 965
ADELAIDE SA 5001
Telephone 131 882
www.sa.gov.au

BOND LODGEMENT RECEIPT

RESIDENTIAL TENANCIES SECURITY BOND No. 4656491

2d Wilson Street
Christies Beach
SA 5165

This is an acknowledgment that a residential tenancies security bond, to which you are a party, has been lodged with the Tenancies Branch. Receipt Number **4656491-1**

Please check the details provided below and if any of this information is incorrect, contact the Tenancies Branch immediately.

BOND LODGEMENT DATE	RENTED PREMISES	MANAGING PARTY	TENANTS	GUARANTEE NUMBER	GUARANTEE AMOUNT	CASH/ CHEQUES/ETC.	TOTAL
27 Oct 2025	2d Wilson Street Christies Beach SA 5165	Barrie Magain Real Estate	Alexander Hand, Marie Austin		\$ 0.00	\$ 2400.00	\$ 2400.00

IMPORTANT

Information Brochure

It is a legal requirement that the landlord or agent supplies you with a copy of the information brochure.

Bond - Dishonoured Payments

If the payment for this receipt is rejected by the financial institution, the receipt will become null and void and dishonoured payment letters will be issued to the parties on the bond.

Change of tenants, ownership or property management

The Tenancies Branch must be notified of any change on the bond record. To Initiate a Refund or make any changes to Bond please visit www.cbs.sa.gov.au or log on to Respective Consumer Portal or RBO Biz Portal to make necessary changes.

At the end of the tenancy please remember to supply your new address and contact details directly to the Tenancies Branch so that you can be informed if there is a dispute about the refund of the bond.