

Contract of Sale of Land

Property

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Wonders Legal

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Ref: HX:CC:WL:23:3431

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:
..... on/...../2023

Print names(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2023

Print names(s) of person(s) signing: Min Yang

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.

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Particulars of Sale

Vendor's estate agent

Name: **A.O.K Corp Pty Ltd t/a Everywhere Real Estate Metro**
Address: 205/111 Overton Road, Williams Landing VIC 3027
Email: sales@everywherere.com.au
Tel: 03 9526 8102 Mob: _____ Fax: _____ Ref: _____

Vendor

Name: **Min Yang**
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Wonders Legal
Address: Suite 906, Level 9, 1 Queens Road, Melbourne VIC 3004
Email: cyndi@wonderslegal.com.au
Tel: 03 9867 3111 Mob: _____ Fax: 03 8080 3277 Ref: WL:23:3431

Purchaser's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11357 Folio 246	1120	611333Q

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement.

The land includes all improvements and fixtures.

Property address

The address of the land is: 308 Saltwater Promenade, Point Cook VIC 3030

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fitting and fixtures of permanent nature as inspected.

Payment

Price \$ _____
Deposit \$ _____ By _____ (of which _____ has been paid)
Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on / / with [-] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

Special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding special conditions:*

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on the last page; and
- attach additional pages if there is not enough space.

Special condition 1 – Tax invoice

General condition 19.3 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.2(b), (c) or (d)),
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 2 – Nomination

General condition 4 is deleted and replaced by the following:

- a. The Purchaser may nominate a substitute or additional transferee ("Nominated Purchaser"), but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- b. If the Purchaser nominates, such nomination can only occur if:
 - i. The Purchaser is not in default pursuant to this Contract; and
 - ii. Notice is given prior to 14 business days prior to the settlement date; and
 - iii. If the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and
 - iv. If the Purchaser nominates a trust, the primary beneficiaries of the trust must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents.
- c. The costs of such nomination are fixed at \$330.00 plus GST are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the vendor's legal practitioner upon nomination by the Purchaser.

Special condition 3 – Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

Special condition 4 – Warranties and Exclusions

It is hereby agreed that there are no conditions, warranties or other terms affecting the contract other than those embodied in the contract and the purchaser shall not be entitled to rely upon any representations made by the vendor or the vendor's agents except such as are made written conditions of the contract.

Special condition 5 – Acknowledgments

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent:

- (a) A copy of this Contract of Sale in compliance with Section 53 of the *Estate Agents Act*; and
- (b) A statement pursuant to Section 32 of the *Sale of Land Act 1962*.

Special condition 6 – Building and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquires of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-laws otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objections or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statues and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed constitute a defect in the Vendors Title and the purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation. The purchaser acknowledges that he has inspected the chattels, fitting and appliances forming part this contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the chattels to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

Special condition 7 – Restriction

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

Special condition 8 – Purchaser Resident of Australia

The purchaser warrants that he/she is entitled to be a resident of Australia and agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

Special condition 9 - Breach and Default- Expenses, Legal Costs and Interest –

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will, in addition to interest chargeable on the balance of purchase monies outstanding under the Contract, pay to the Vendor the following sums:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement.
- (c) Accommodation expenses necessarily incurred by the Vendor.
- (d) Storage cost of the Vendor's furniture and other possessions.
- (e) Legal costs and expenses as between Solicitor and Client.
- (f) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (g) All commissions, fees and advertising expenses payable to the Vendor's Real Estate Agent.

Special condition 10 – Re-scheduling of Settlement

If Settlement is postponed or rescheduled from the original due date stated in the Contract whether to an earlier or later date for any reasons other than for the Vendor's default, the Purchaser must attend to the Vendor's legal practitioner (at and as a condition of Settlement) its reasonable administration legal costs resulting therefrom fixed at \$550 (incl GST) (by way of an additional bank cheque at settlement or additional source funds to be uploaded onto the PEXA workspace) for each such postponement and rescheduling notwithstanding the postponement and rescheduling is later on not required, in addition to all other monies due under this Contract and without affecting the Vendor's other rights in respect of the default.

Special condition 11 – Extension for Finance and Deposit

If the Purchaser request for a variation to the Contract for an extension of the finance approval date and/or payment of the deposit monies due under the Contract, the Purchaser acknowledges that he/she must attend to the Vendor's legal practitioner (at and as a condition of Settlement) legal costs of \$220.00 for each request made notwithstanding an extension is later on not required.

Special condition 12 – Auction Conditions

The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

Special condition 13 – Amendments to General Conditions

- a) G.C 12, 31.4 to 31.6 (inclusive) are excluded from this Contract.
- b) G.C 35.4(a) is amended by substituting "of" in lieu of "up to" as referred to therein.

Special condition 14 – The purchaser agrees that

- 14.1 Prior to signing this contract the purchaser inspected and established the state and condition of the property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering or Act of God and occurring between the Day of Sale and the settlement date nor delay settlement on account thereof;
- 14.2 Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the property on the Dale of sale; the purchaser shall be wholly responsible for the cost of reconnection of any service to the property and no claim shall be made against the vendor in relation thereto.

Special condition 15 – Chattels

- 15.1 The vendor does not give any warranty with respect to the chattels and the physical property sold under this contract nor with respect to any appliances, including but not limited to any hot water services or stove, and any implied warranty as to the working condition or state thereof as at the day of sale or the settlement date is hereby negated.
- 15.2 The vendor is not required and is hereby relieved of any obligation, express or implied, to ensure that any chattel sold pursuant to this contract or any appliance, including but not limited to any hot water service or stove, is in the same state and condition on the settlement date as it was on the day of sale. The purchaser agrees and acknowledges that in relation to any appliance, including but not limited to any hot water service or stove, that ceases to operate or function between the day of sale and the settlement date such deterioration or change in the state and condition thereof shall be deemed to be wholly attributable to fair and normal wear and tear.
- 15.3 The purchaser will not have any recourse in applying for compensation in this regard post-settlement.

Special condition 16 – Pool Registration and Fencing Compliance

The vendor makes no warranties nor representations that any pool or spa on the property has been registered with the relevant Council nor that the pool or spa has a compliant safety barrier. The purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with the Council, ensuring that the pool or spa has a compliant safety barrier, and lodging a barrier compliance certificate with the Council. The purchaser shall not make any objection nor requisition, claim any compensation (now nor at any time in the future) nor delay settlement as a result of the issue or non-issue or the lodgment or non-lodgment of any barrier compliance certificate.

Special condition 17- Deposit

In the event the purchaser fails to pay the full deposit monies on the due date, this Contract is voidable at the option of the vendor.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser’s obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
 - 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
 - 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

EXECUTED AS A DEED

SIGNED by the said)
in the presence of:)

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

.....)
Director Director

SIGNED by the said)
in the presence of:)

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

.....)
Director Director

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property’s title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local ‘character’ (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor’s assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder’s warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Are contained in the attached certificate/s.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Is attached.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Not Applicable

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

None to the Vendor's knowledge.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

None to the Vendor's knowledge.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

None to the Vendor's knowledge.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Is attached.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Is attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

1. Due Diligence Checklist;
2. Register Search Statement (Title); Copy of Plan;
3. Department of Environment, Land, Water & Planning: Planning Property Report;
4. Department of Environment, Land, Water & Planning: Designated Bushfire Prone Area(s);
5. Department of Environment, Land, Water & Planning: Planning Certificate;
6. Department of Environment, Land, Water & Planning: Road Certificate;
7. Wyndham City Council – Building Approval 326 (1);
8. Wyndham City Council – Land Information Certificate;
9. City West Water – Water Information Statement;
10. State Revenue Office: Land Tax Certificate;
11. Quantum United Management Section 151 Certificate from Owners Corporation - 1 PS611333Q;
12. Residential Rental Agreement.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 2

VOLUME 11357 FOLIO 246

Security no : 124105114555B
Produced 03/04/2023 09:49 AM

LAND DESCRIPTION

Lot 1120 on Plan of Subdivision 611333Q.
PARENT TITLE Volume 11207 Folio 086
Created by instrument PS611333Q Stage 11 05/06/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MIN YANG of ROOM 201 UNIT 7 BUILDING 2 QINGXIYUAN FENGHUANGHUAYUANCHENG FENG
HUANG XI JIE GULOU DISTRICT NANJING CITY JIANGSU PROVINCE P R CHINA 210036
AK937434G 01/03/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK937435E 01/03/2014
WESTPAC BANKING CORPORATION

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS611333Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 308 SALTWATER PROMENADE POINT COOK VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS611333Q



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 2 of 2

DOCUMENT END



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Document Type	Plan
Document Identification	PS611333Q
Number of Pages (excluding this cover sheet)	98
Document Assembled	03/04/2023 09:59

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	PLAN OF SUBDIVISION	LRS USE ONLY EDITION 54	PLAN NUMBER PS 611333Q
LOCATION OF LAND PARISH: DEUTGAM SECTION: 23 (PART) SECTION: 24 CROWN ALLOTMENT: B (PART) CROWN PORTION: A (PART) TITLE REFERENCES: VOL9627 FOL179, VOL9627 FOL180, VOL9627 FOL182, VOL11030 FOL528 LAST PLAN REFERENCE: LOTS 1, 2, 3 & 4 ON LP200002X POSTAL ADDRESS: POINT COOK HOMESTEAD ROAD (at time of subdivision) POINT COOK, 3030 MGA CO-ORDINATES: E: 304 800 ZONE: 55 (of approx. centre of plan) N: 5 801 670 DATUM: GDA 94		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: WYNDHAM CITY COUNCIL REF: 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 11(7) / / . 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE / / .	
VESTING OF ROADS OR RESERVES			
IDENTIFIER	COUNCIL/BODY/PERSON		
ROADS R1 TO R23 (BI), R25 TO R29 (BI), R31 TO R35 (BI), R40, R41, R72, R121, R131, R162, R221, R241, R261, R271 TO R273 (BI), R291, R341, R351	WYNDHAM CITY COUNCIL		
RESERVE No's 1, 30, 31, 43, 74, 94, 112, 134, 153, 222, 242, 292, 352, 401	POWERCOR AUSTRALIA LIMITED		
RESERVE No's 2, 41, 42, 51, 52, 53, 54, 61, 71, 72, 73, 75, 91, 92, 93, 101, 111, 121, 131, 132, 133, 141, 151, 152, 154, 155, 221, 241, 281, 291, 293, 321, 322, 333, 351	WYNDHAM CITY COUNCIL		
DEPTH LIMITATION NIL -THE EXCEPTION AS TO ALL COAL AND LIGNITE AND ALL MINES THEREOF LYING BELOW A DEPTH OF 15.24m BELOW THE SURFACE SET OUT IN TRANSFER 965459			
COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND CONTAINED WITHIN THE LOTS, ROADS AND RESERVES		STAGING THIS IS A STAGED SUBDIVISION PLANNING PERMIT No.	
BUILDING ENVELOPE DIAGRAMS FOR LOTS 761 TO 766 (BI) SEE INSTRUMENT PS611333Q/S72, LOTS 808 TO 813 (BI) & 836 TO 841 (BI) SEE INSTRUMENT PS611333Q/S8, LOTS 901 TO 913 (BI) SEE INSTRUMENT PS611333Q/S9, LOTS 1026 TO 1037 (BI) SEE INSTRUMENT PS611333Q/S10, LOTS 1201 TO 1206 (BI), 1220 TO 1223 (BI) SEE INSTRUMENT PS611333Q/S12, LOTS 1301, 1302, 1303, 1342 TO 1347 (BI) SEE INSTRUMENT PS611333Q/S13, LOTS 1224 TO 1226 (BI), 1239 TO 1243 (BI) SEE INSTRUMENT PS611333Q/S121, LOTS 2114 TO 2119 (BI) SEE INSTRUMENT PS611333Q/S21		ESTATE: SALTWATER COAST MEL: 208:F:11 THIS IS A SPEAR PLAN TANGENT POINTS ARE SHOWN THUS:  SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP2354R THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No's 68, 69 & 153 THE LAND IS NOT IN A PROCLAIMED SURVEY AREA	
LOTS 1 TO 100 (BI), 188 TO 200 (BI), 271 TO 300 (BI), 360 TO 400 (BI), 457 TO 500 (BI), 549 TO 600 (BI), 661 TO 700 (BI), 768 TO 800 (BI), 856 TO 900 (BI), 941 TO 1000 (BI), 1052 TO 1100 (BI), 1126 TO 1200 (BI), 1207, 1208, 1224 TO 1300 (BI), 1381 TO 1400 (BI), 1453 TO 1500 (BI), 1539 TO 1600 (BI), 1680 TO 1700 (BI), 1739 TO 1800 (BI), 1850 TO 1900 (BI), 1944 TO 2000 (BI), 2044 TO 2100 (BI), 2155 TO 2200 (BI), 2257 TO 2300 (BI), 2352 TO 2400 (BI), 2457 TO 2500 (BI), 2556 TO 2600 (BI), 2675 TO 2700 (BI), 2772 TO 2800 (BI), 2848 TO 2900 (BI), 2963 TO 3000 (BI), 3058 TO 3200 (BI), 3255 TO 3300 (BI), 3348 TO 3400 (BI), 3464 TO 3500 (BI), S1 TO S802 (BI) HAVE BEEN OMITTED FROM THIS PLAN		LRS USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input type="checkbox"/> DATE / /	
EASEMENT INFORMATION			
SEE SHEETS 2 AND 3 FOR EASEMENT DETAILS			THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 6847 VERSION: 33 LICENSED SURVEYOR: GLEN VILLELLA	ORIGINAL SHEET SIZE A3 SHEET 1 OF 94 SHEETS
CHECKED G COX	DATE: 19/07/19		

	PLAN OF SUBDIVISION	LR USE ONLY EDITION	PLAN NUMBER PS 611333Q
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EASEMENT INFORMATION

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN

* THE EASEMENT DESCRIBED IN MEMORANDUM OF COMMON PROVISIONS No: MCP AA1107

LEGEND:				
	A - APPURTENANT	E - ENCUMBERING EASEMENT	R - ENCUMBERING EASEMENT (ROAD)	
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL CITY WEST WATER LIMITED
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	
(E-2)	WAY, DRAINAGE, SUPPLY OF WATER, TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLES, ELECTRICITY AND GAS	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL CITY WEST WATER LIMITED
(E-2)	SEWERAGE AND SUPPLY OF WATER	SEE PLAN	THIS PLAN	
(E-3)	POWERLINE	SEE PLAN	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LIMITED
(E-4) & (E-5)	POWERLINE	SEE PLAN	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LIMITED
(E-4) & (E-5)	DRAINAGE	SEE PLAN		LAND IN PS611333Q AND WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
(E-4) & (E-5)	SEWERAGE	SEE PLAN	THIS PLAN	
(E-6)	WAY	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-8)	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-9)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
(E-9)	SEWERAGE	SEE PLAN	THIS PLAN	
(E-9)	* CREATION AND MAINTENANCE OF WETLAND, FLOODWAY & DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-10) & (E-22)	* CREATION AND MAINTENANCE OF WETLAND, FLOODWAY & DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-11)	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-12)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
(E-12)	SEWERAGE	SEE PLAN	THIS PLAN	
(E-13)	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SETOUT IN MCP No. AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-14)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-15)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL POWERCOR AUSTRALIA LTD
(E-15)	POWERLINE	SEE PLAN	THIS PLAN - SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000	
(E-16)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION MELBOURNE WATER CORPORATION
(E-16)	SEWERAGE	SEE PLAN	THIS PLAN	
(E-16)	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SETOUT IN MCP NO:AA2741	SEE PLAN	THIS PLAN	
(E-17)	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SETOUT IN MCP NO:AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-17)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL
(E-18)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN PS611333Q AND WYNDHAM CITY COUNCIL CITY WEST WATER LIMITED CITY WEST WATER CORPORATION
(E-18)	SEWERAGE	SEE PLAN	THIS PLAN	
(E-18)	SEWERAGE	SEE PLAN	THIS PLAN	

SEE SHEET 3 FOR FURTHER EASEMENT DETAILS

 <p style="margin: 0;">Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	REF: 6847	VERSION: 32	ORIGINAL SHEET SIZE A3	SHEET 2
	LICENSED SURVEYOR: GLEN VILLELLA			

	PLAN OF SUBDIVISION	LR USE ONLY EDITION	PLAN NUMBER PS 611333Q
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EASEMENT INFORMATION (CONTINUED)

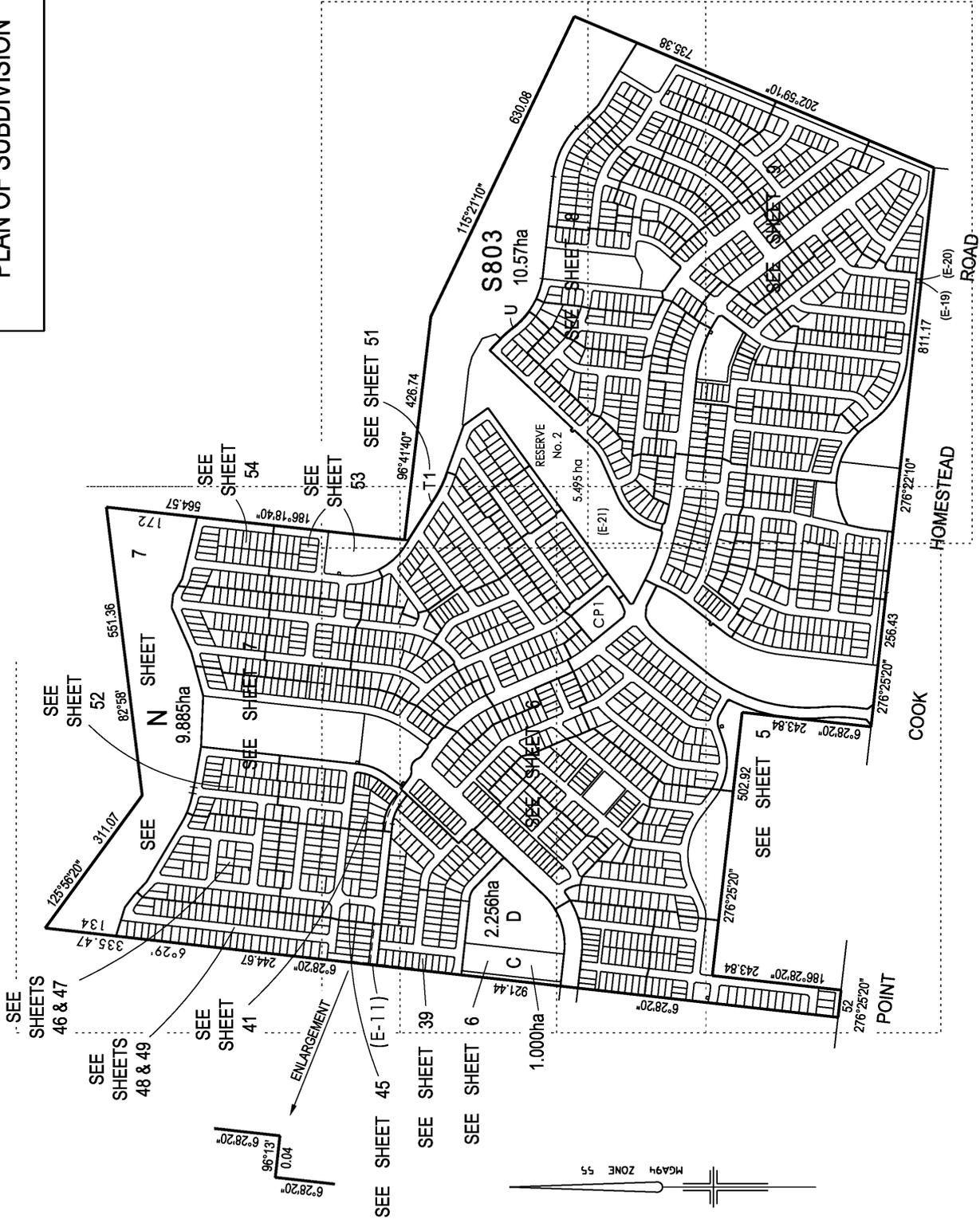
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-19)	* CREATION AND MAINTENANCE OF WETLAND, FLOODWAY & DRAINAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-19)		SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
(E-20)	* CREATION AND MAINTENANCE OF WETLAND, FLOODWAY & DRAINAGE POWERLINE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-20)		SEE PLAN	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT	POWERCOR AUSTRALIA LTD
(E-21)	CREATION AND MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SETOUT IN MEMORANDUM OF COMMON PROVISIONS No. AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-22)	SEWERAGE	SEE PLAN	AU798358E	CITY WEST WATER

 <p style="text-align: center;">Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	REF: 6847 VERSION: 32	ORIGINAL SHEET SIZE A3	SHEET 3
	LICENSED SURVEYOR: GLEN VILLELLA		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



NOTE: RELEVANT EASEMENTS NOT SHOWN ON THIS SHEET

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SCALE

1:8000

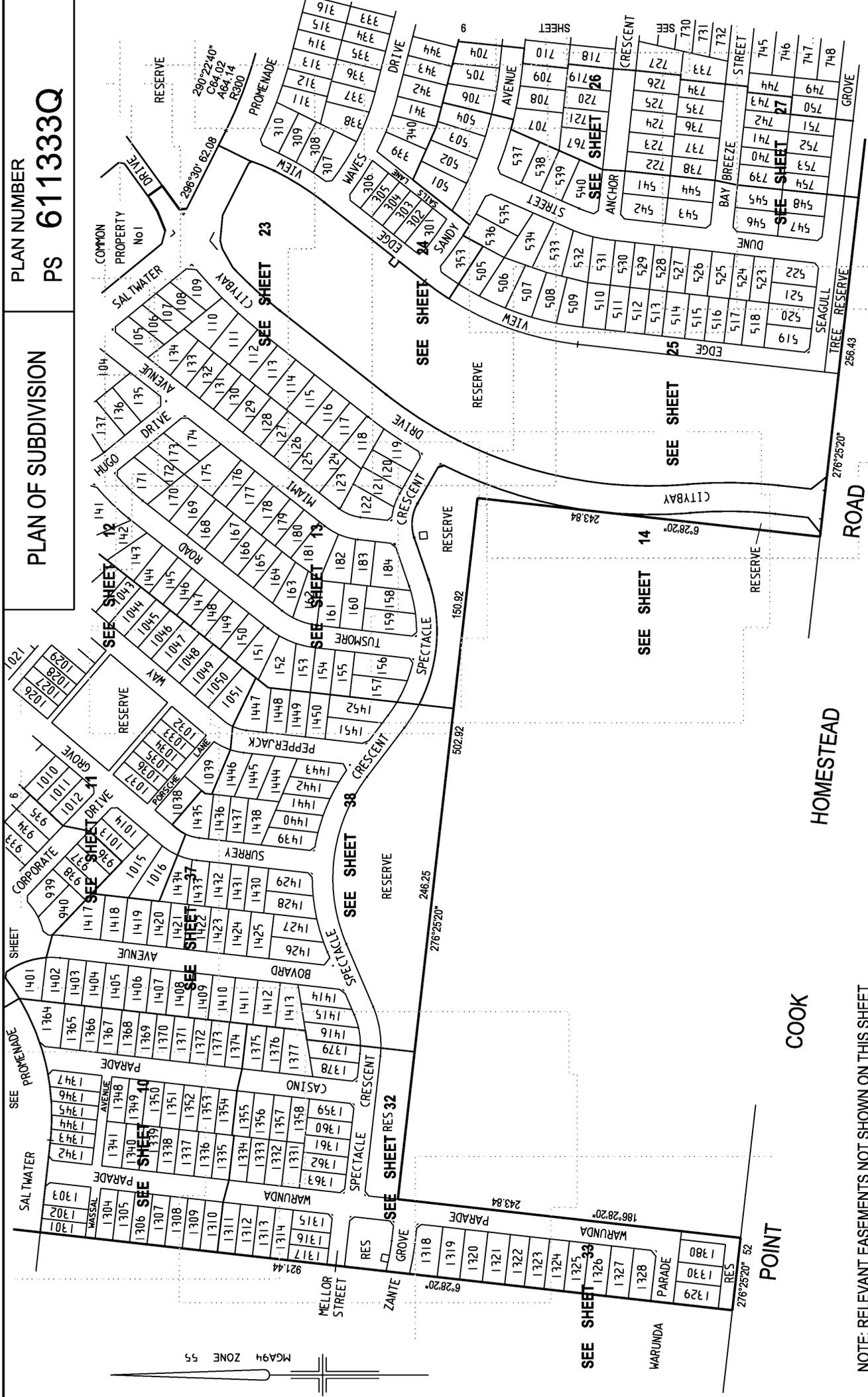


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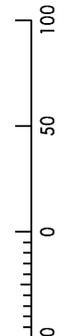
LICENSED SURVEYOR: GLEN VILLELLA

SHEET 4

ORIGINAL SHEET SIZE A3



PLAN OF SUBDIVISION
 PLAN NUMBER
PS 611333Q

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	SCALE 1:2500	LENGTHS ARE IN METRES 

NOTE: RELEVANT EASEMENTS NOT SHOWN ON THIS SHEET

POINT

COOK

HOMESTEAD

ROAD

SEE SHEET 14

SEE SHEET 25

SEE SHEET 24

SEE SHEET 23

SEE SHEET 12

SEE SHEET 11

SEE SHEET 10

SEE SHEET 9

SEE SHEET 8

SEE SHEET 7

SEE SHEET 6

SEE SHEET 5

SEE SHEET 4

SEE SHEET 3

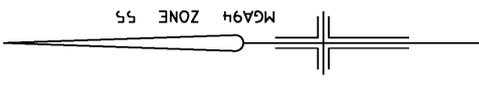
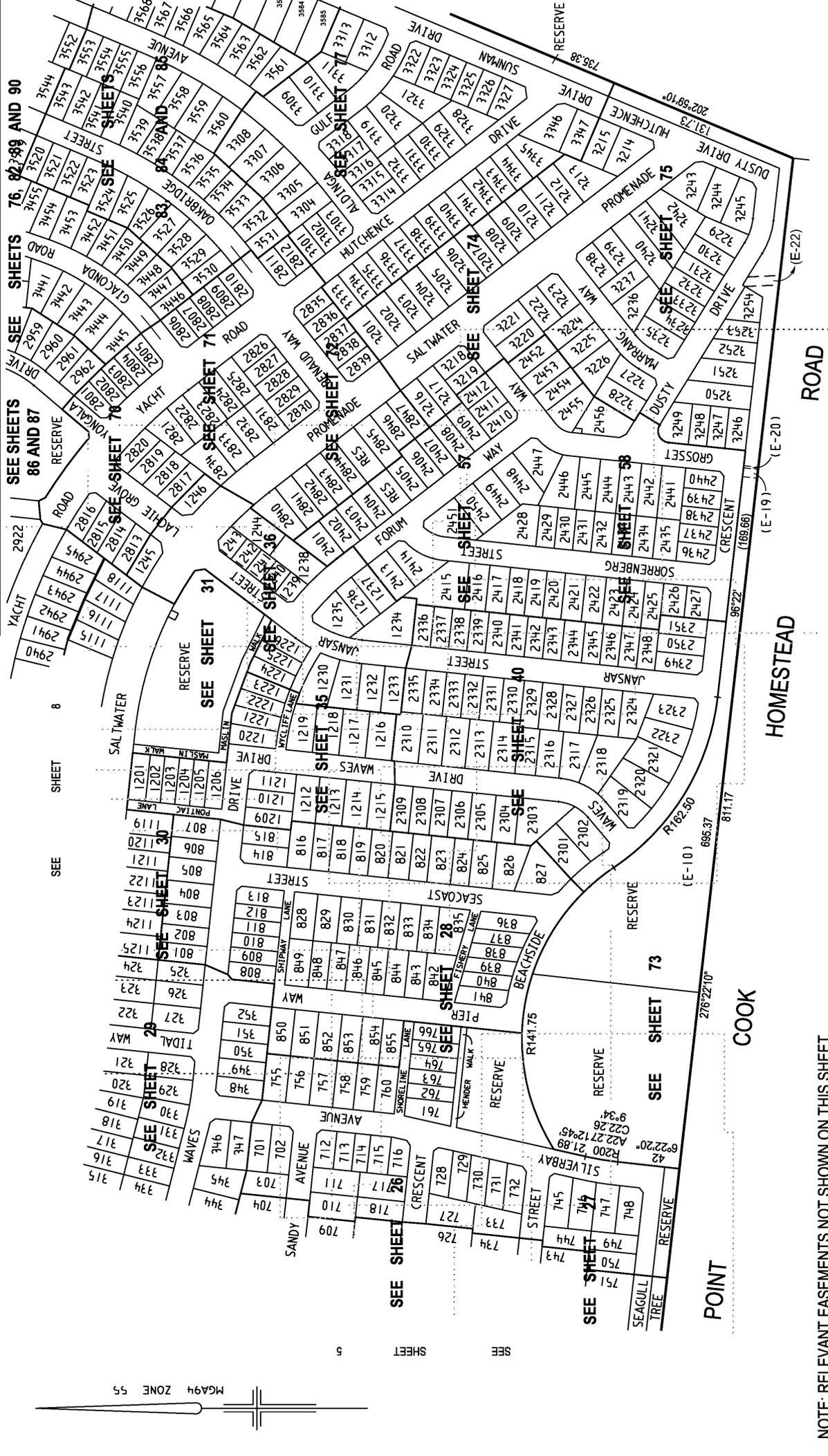
SEE SHEET 2

SEE SHEET 1

MGA94 ZONE 55

PLAN OF SUBDIVISION PS 611333Q

PLAN NUMBER
PS 611333Q



NOTE: RELEVANT EASEMENTS NOT SHOWN ON THIS SHEET

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SCALE
1:2500



REF: 6847
 LICENSED SURVEYOR: GLEN VILLELLA

VERSION: 33

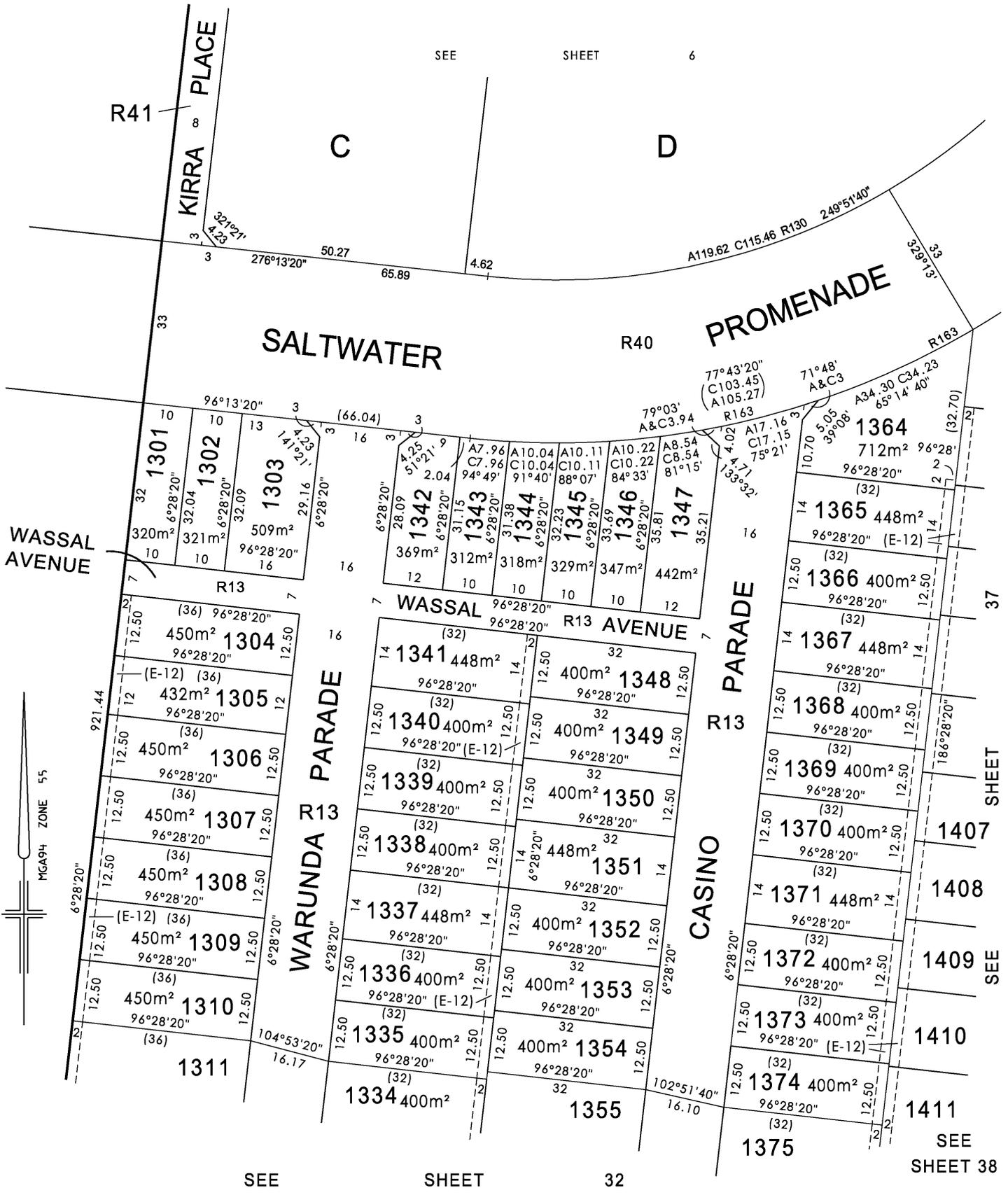
SHEET 9

ORIGINAL SHEET SIZE A3	SHEET 9
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

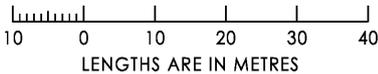
SEE SHEET 6



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SCALE

1:750



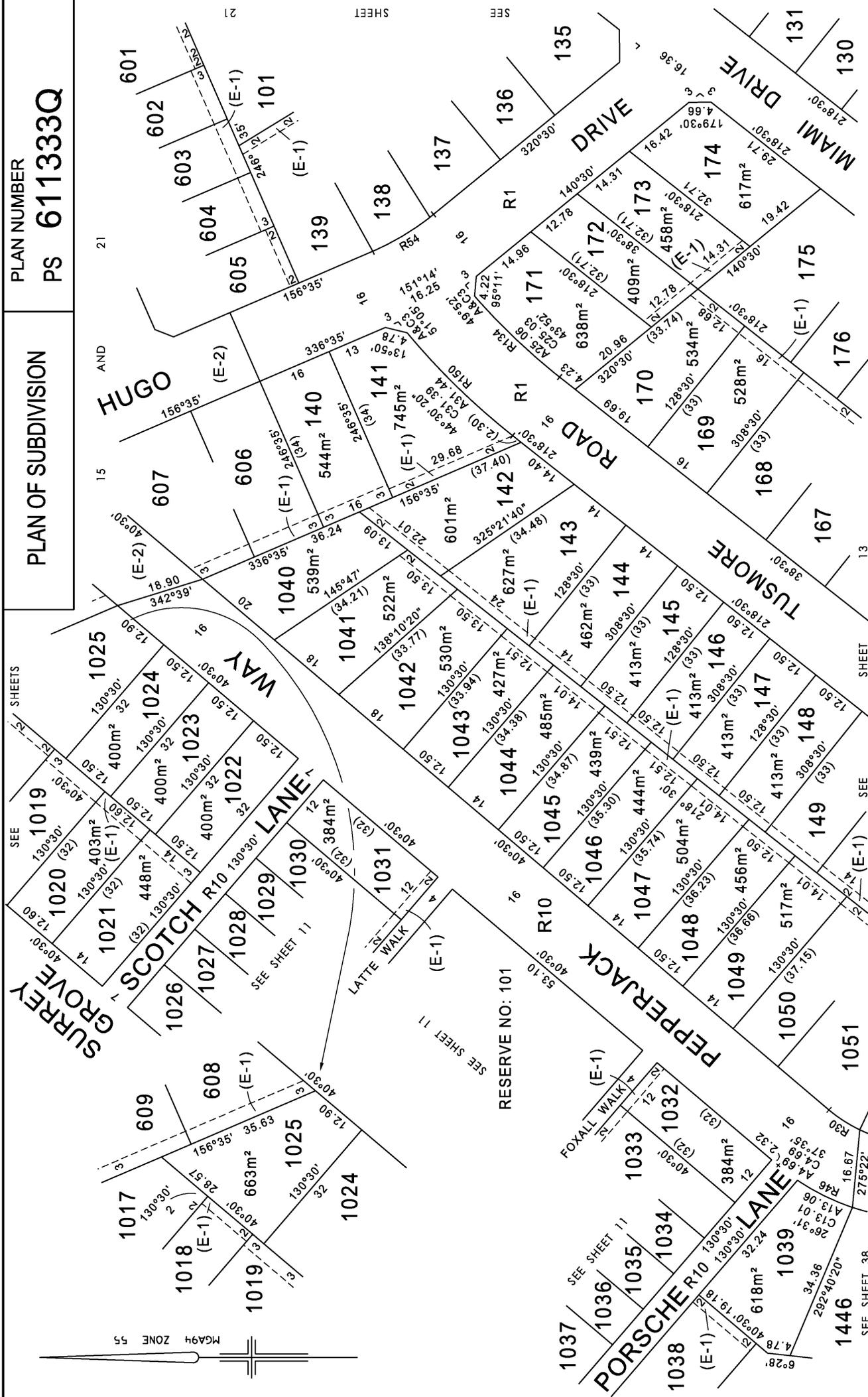
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SHEET 10

REF: 6847

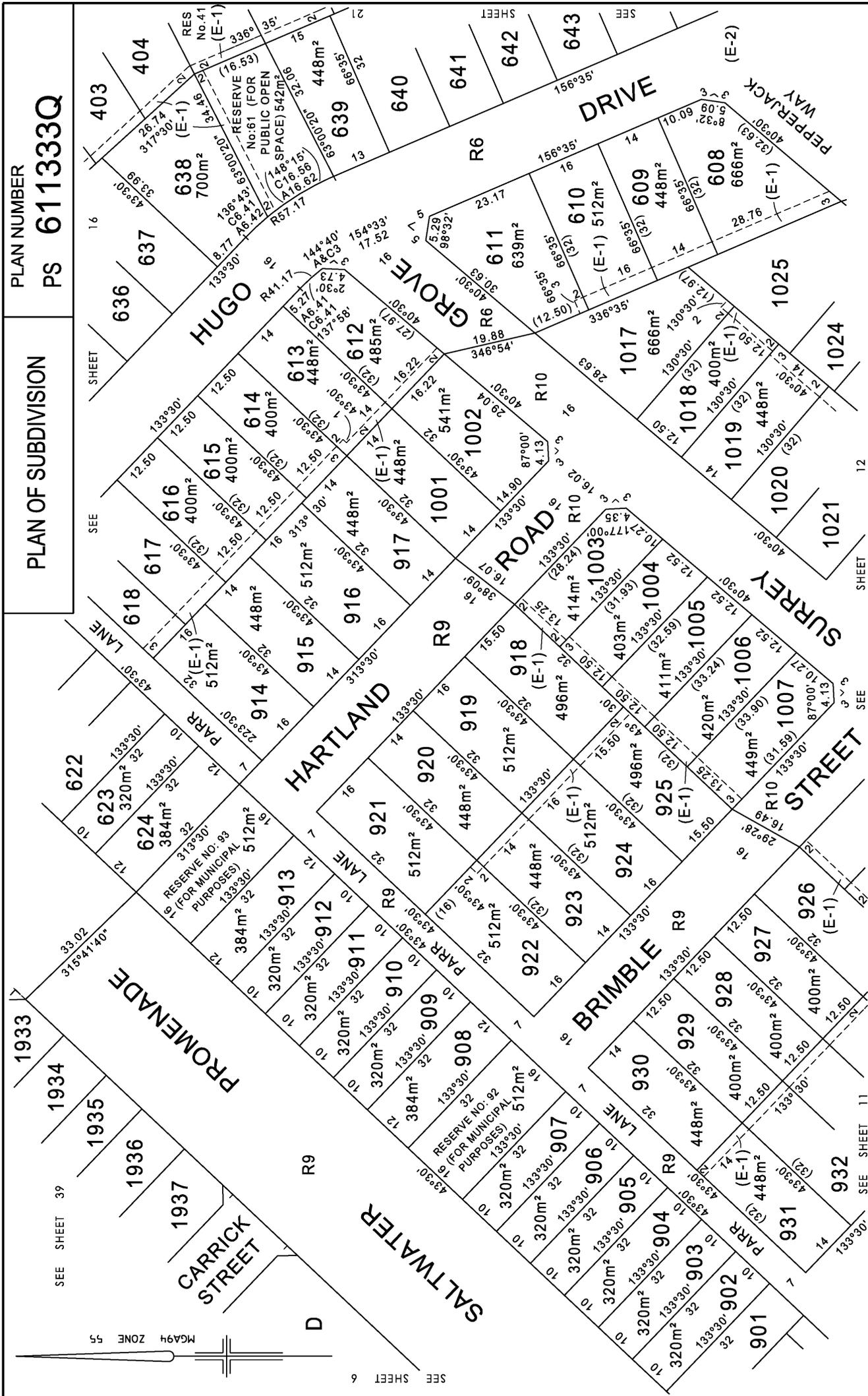
VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA



PLAN OF SUBDIVISION
 PLAN NUMBER
 PS 611333Q

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<p>SHEET 12</p>		<p>ORIGINAL SHEET SIZE A3</p>		



PLAN OF SUBDIVISION
 PLAN NUMBER
 PS 611333Q

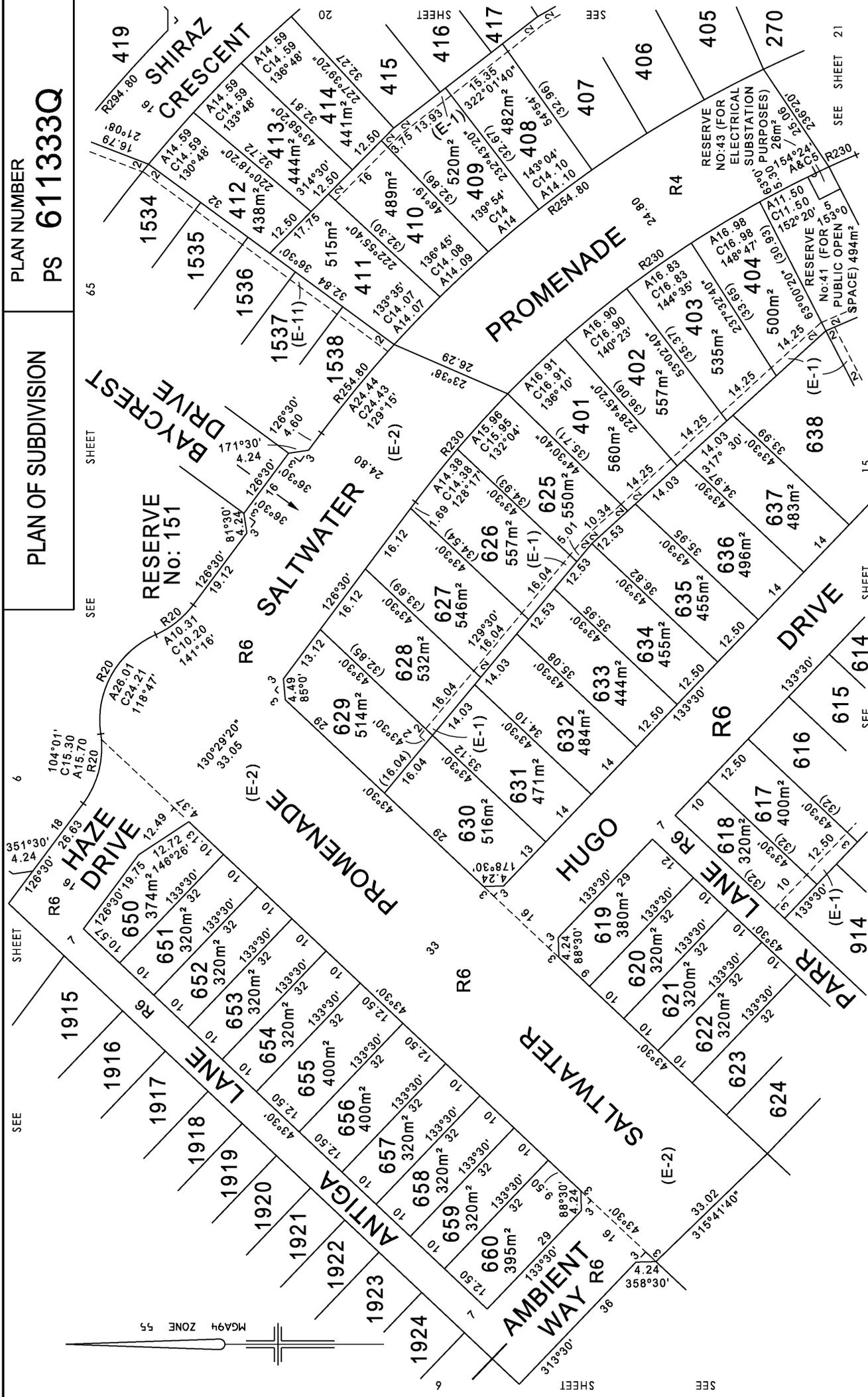
SEE SHEET 39

MGA94 ZONE 55

SEE SHEET 6

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	LICENSED SURVEYOR: GLEN VILLELLA		





PLAN OF SUBDIVISION
 PS 611333Q

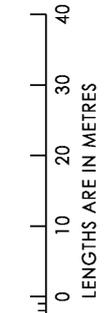
PLAN NUMBER
 PS 611333Q

REF: 6847
 VERSION: 32
 ORIGINAL SHEET SIZE A3
 SHEET 16

LICENSED SURVEYOR: GLEN VILLELLA

SCALE
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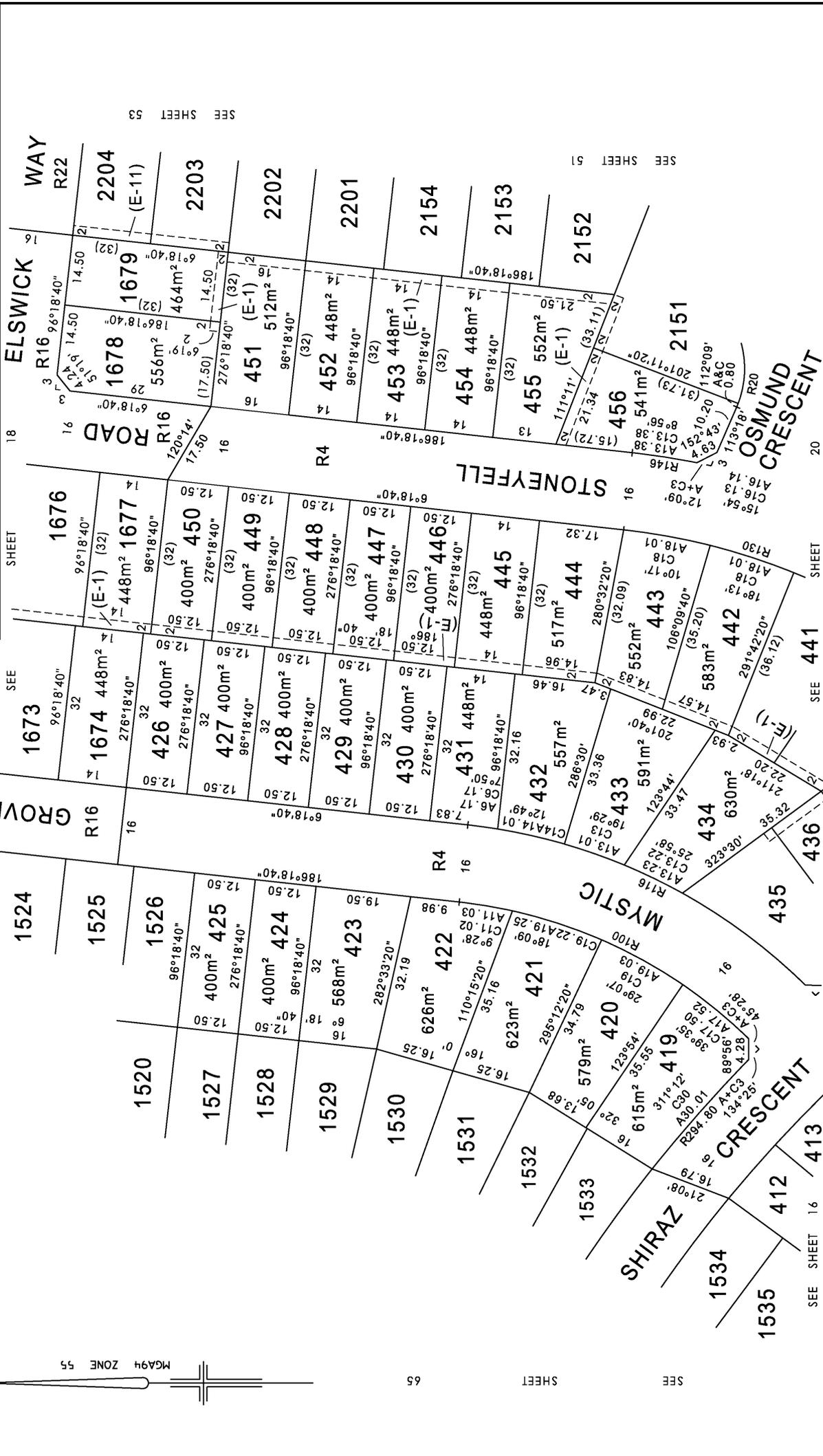
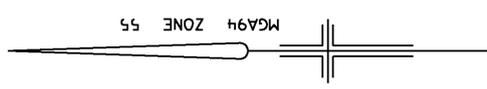
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PLAN OF SUBDIVISION
PS 611333Q

PLAN NUMBER
PS 611333Q

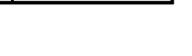


SEE SHEET 64
SEE SHEET 65
SEE SHEET 51
SEE SHEET 53
SEE SHEET 16
SEE SHEET 17

REF: 6847
VERSION: 32
LICENSED SURVEYOR: GLEN VILLELLA

SCALE
1:750

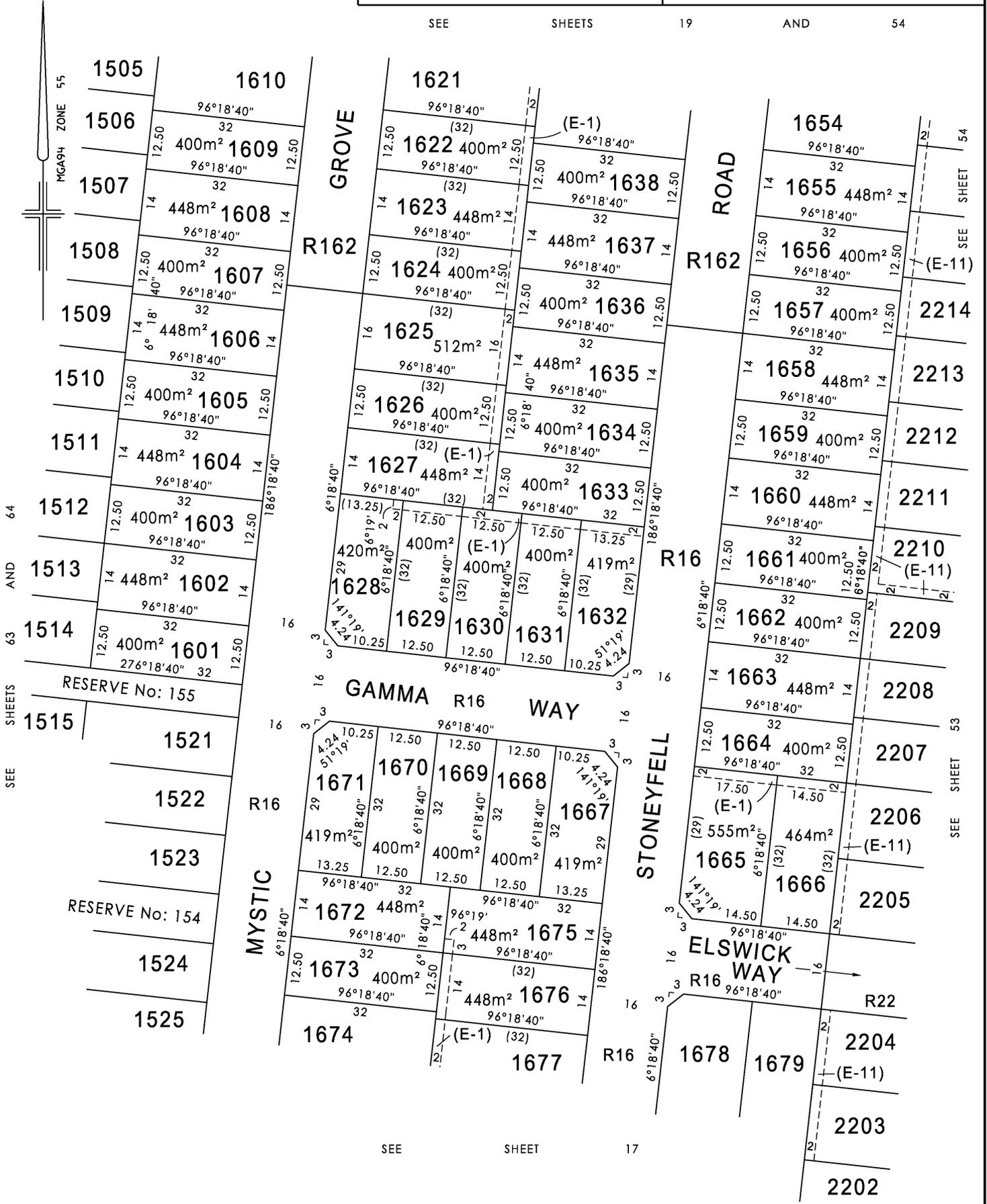
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PLAN OF SUBDIVISION

PLAN NUMBER PS 611333Q

SEE SHEETS 19 AND 54



SEE SHEETS 63 AND 64

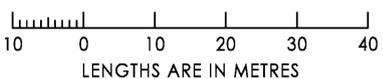
SEE SHEET 54
SEE SHEET 53

SEE SHEET 17



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SCALE
1:750



ORIGINAL SHEET SIZE A3

SHEET 18

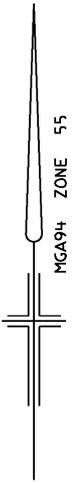
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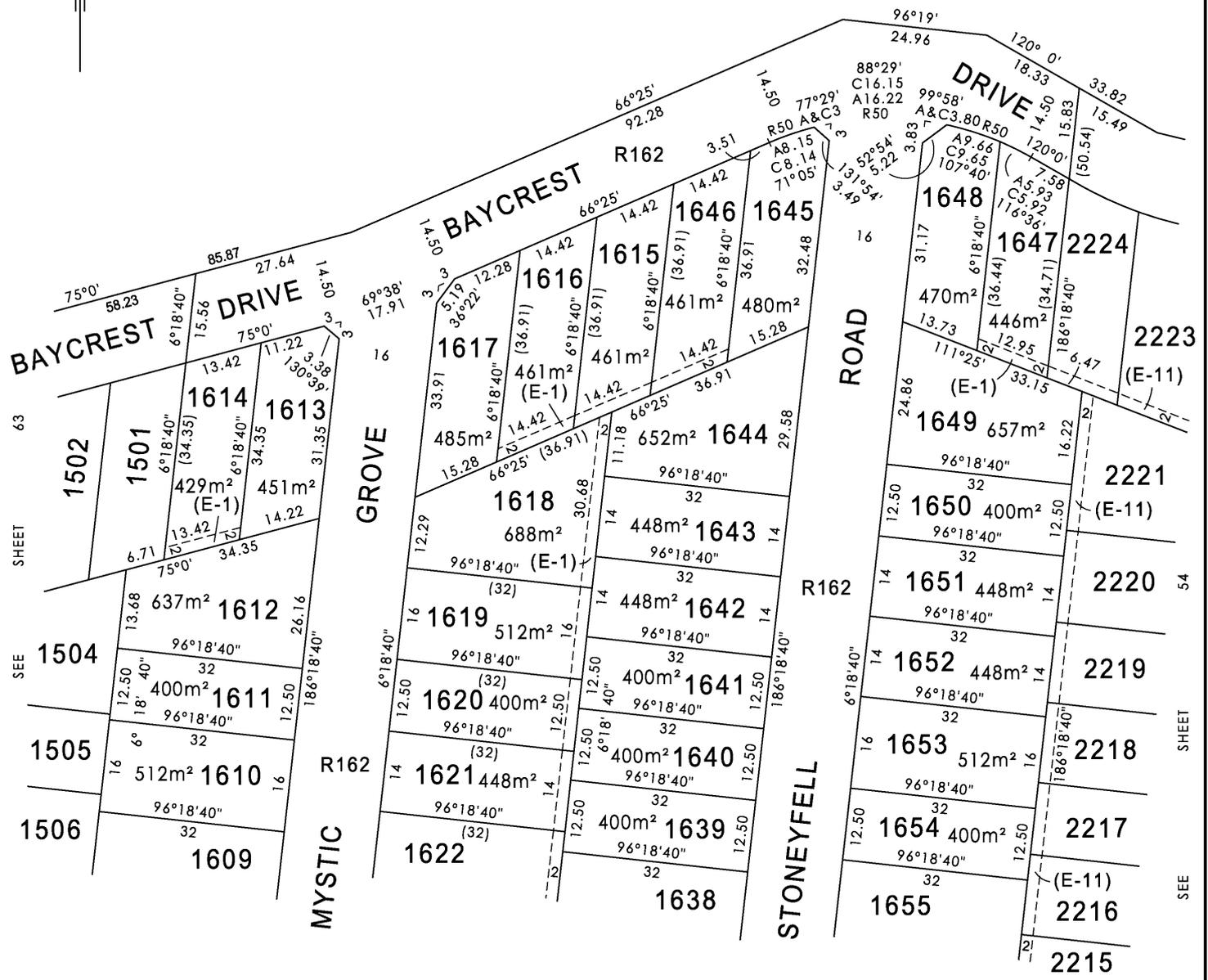
LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



N
SEE SHEETS 4 AND 7

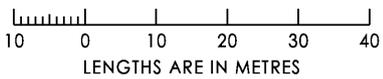


SEE SHEETS 18, 53 AND 54



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SCALE
1:750



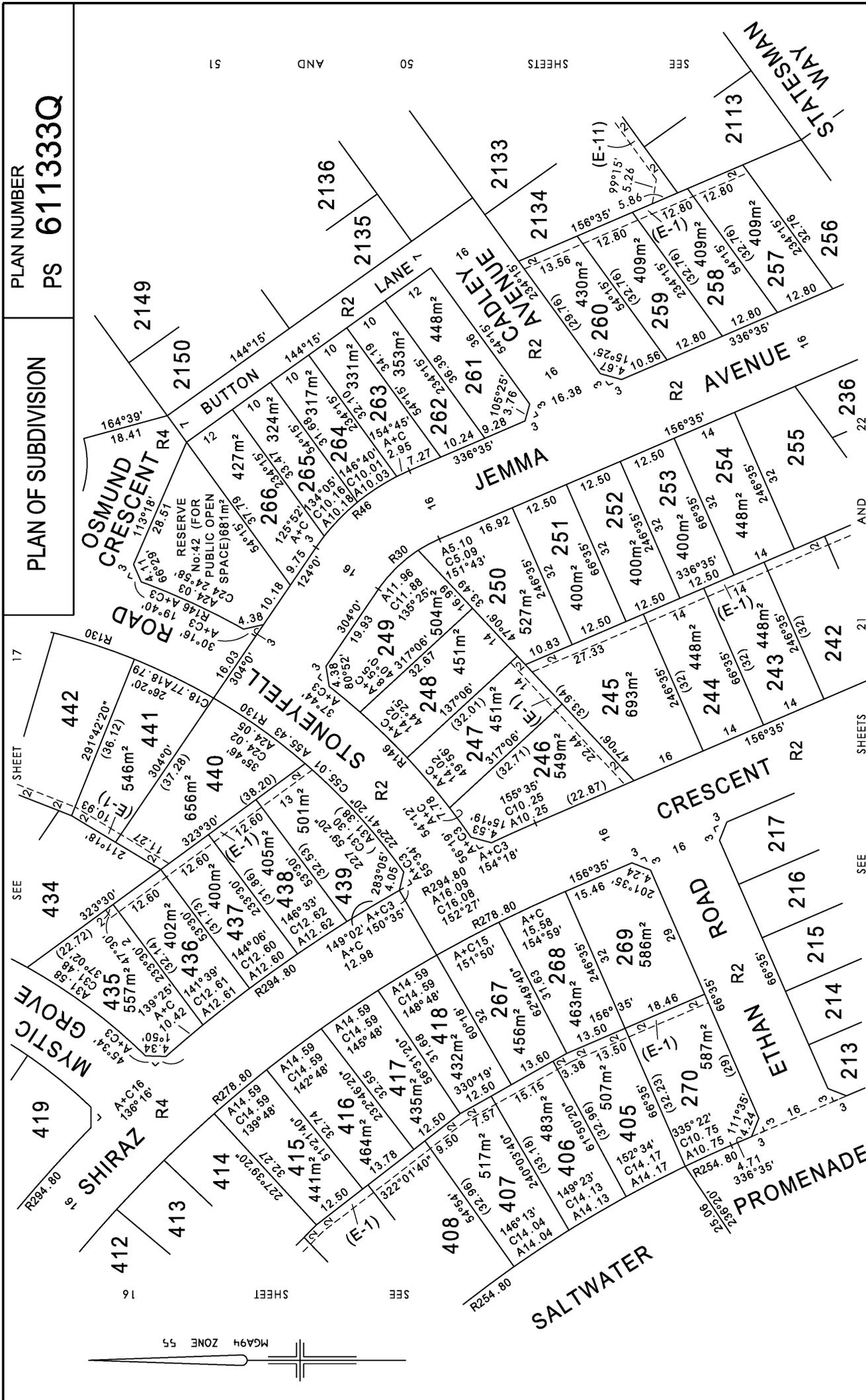
ORIGINAL SHEET SIZE A3

SHEET 19

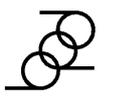
REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA



<p>PLAN NUMBER PS 611333Q</p>	<p>PLAN OF SUBDIVISION</p>	<p>VERSION: 32</p>	<p>REF: 6847</p>	<p>LICENSED SURVEYOR: GLEN VILLELLA</p>					
<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>	
<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>	
<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>		<p>SEE SHEETS 16 AND 17</p>	



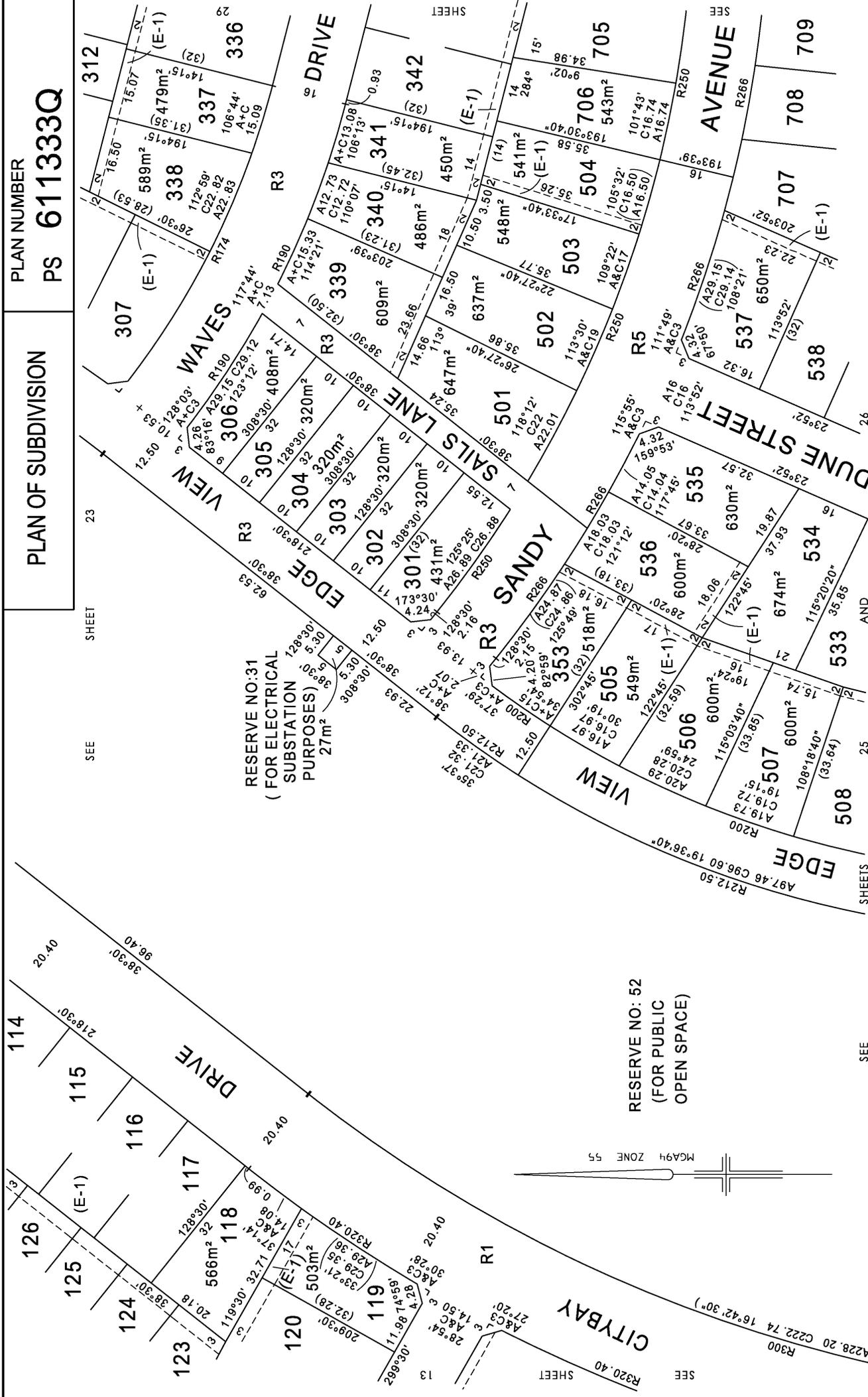
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SCALE
1:750



ORIGINAL SHEET SIZE A3

SHEET 20

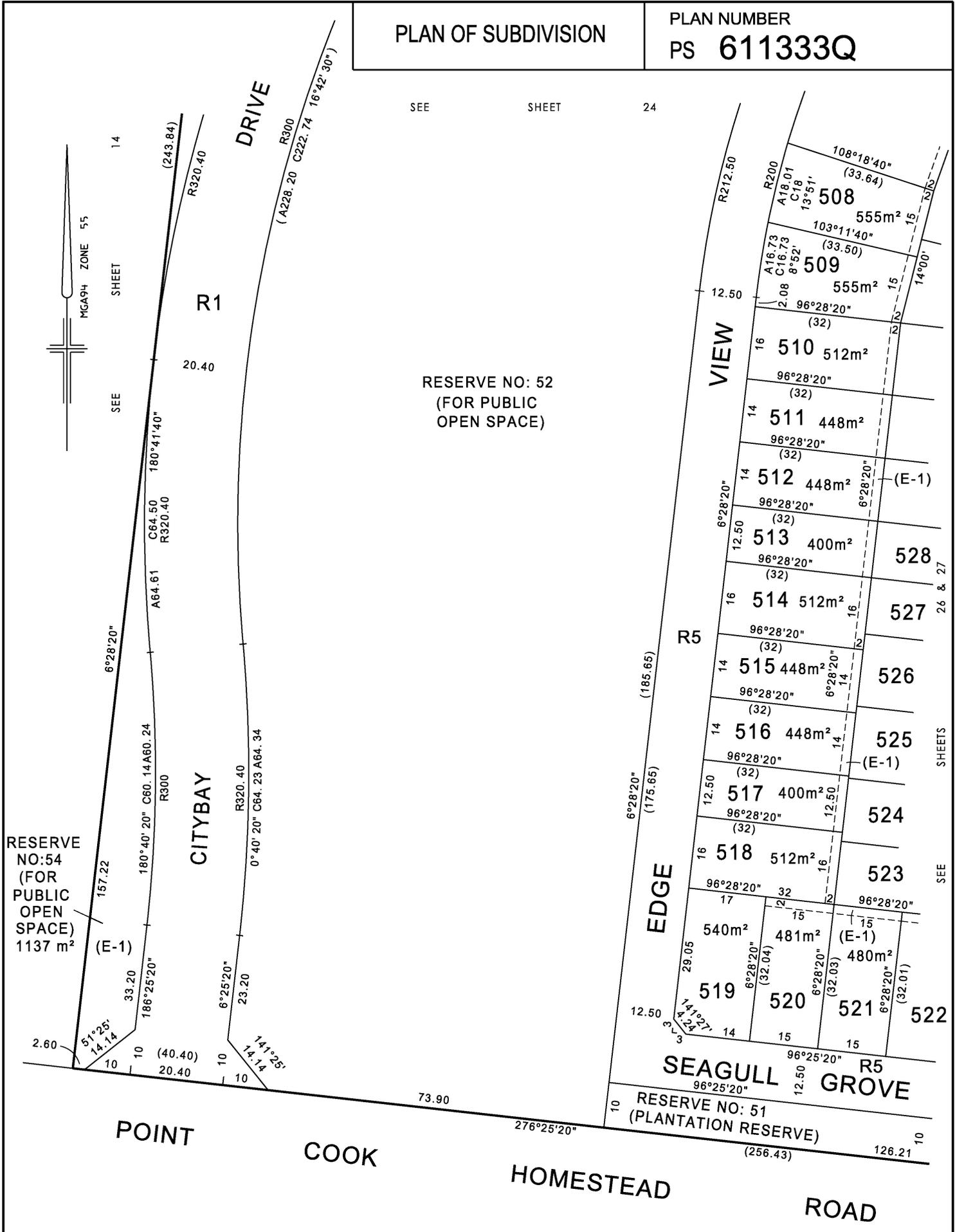


<p>PLAN OF SUBDIVISION PS 611333Q</p>	<p>PLAN NUMBER PS 611333Q</p>	<p>VERSION: 32</p> <p>ORIGINAL SHEET SIZE: A3</p>	<p>REF: 6847</p> <p>LICENSED SURVEYOR: GLEN VILLELLA</p>	<p>SHEET 24</p>
<p>SCALE 1:750</p>		<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>		

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SEE SHEET 24

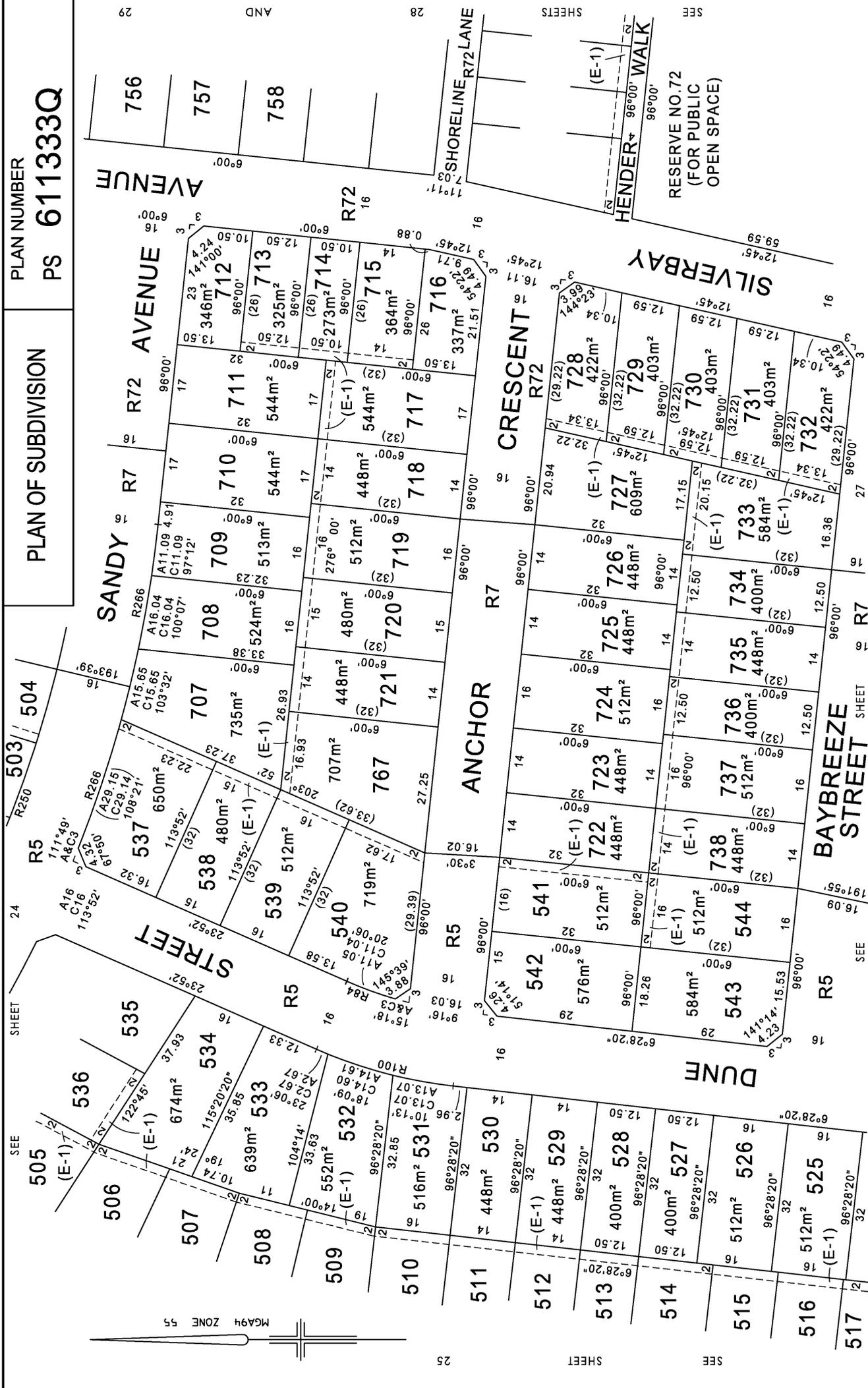


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SCALE
1:750

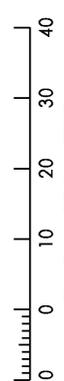
LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3
SHEET 25
REF: 6847
VERSION: 32

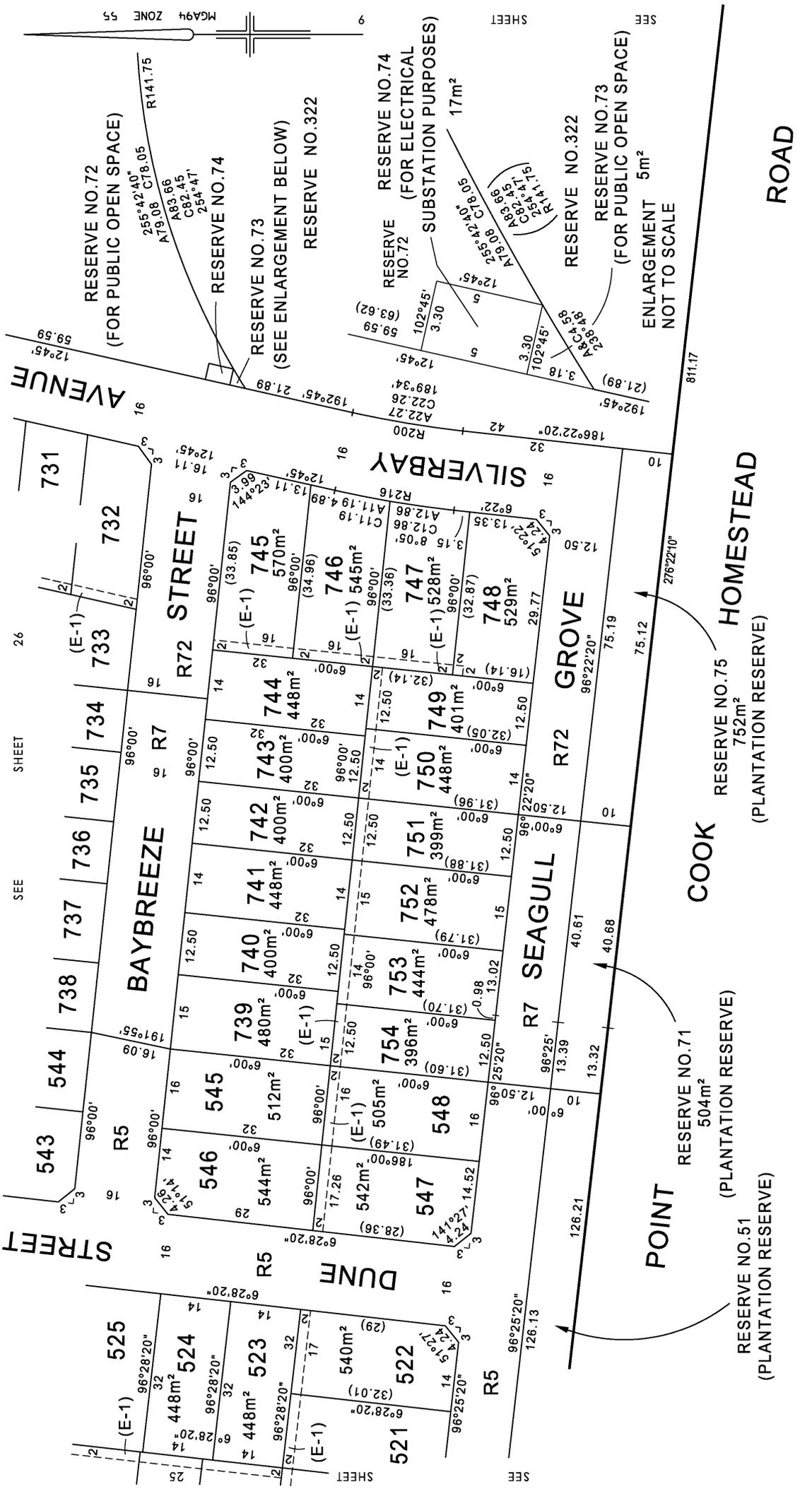


PLAN NUMBER
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			LICENSED SURVEYOR: GLEN VILLELLA			

PLAN OF SUBDIVISION
 PLAN NUMBER
PS 611333Q

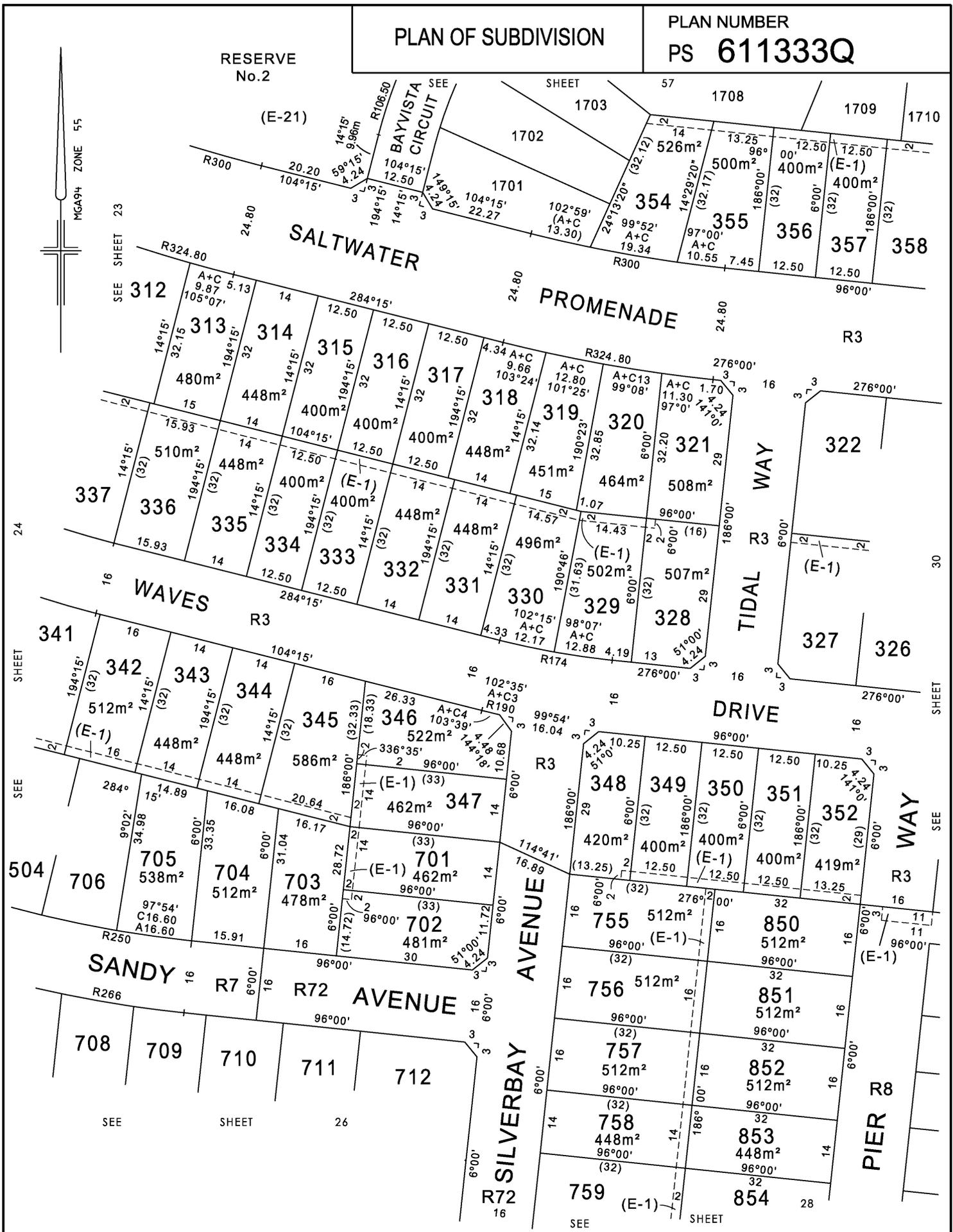


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	REF: 6847	LENGTHS ARE IN METRES 10 0 10 20 30 40		RESERVE NO. 75 752m ² (PLANTATION RESERVE)			

PLAN OF SUBDIVISION

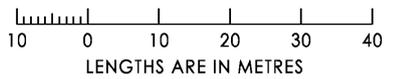
PLAN NUMBER
PS 611333Q

RESERVE
No.2



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SCALE
1:750



ORIGINAL
SHEET SIZE A3

SHEET 29

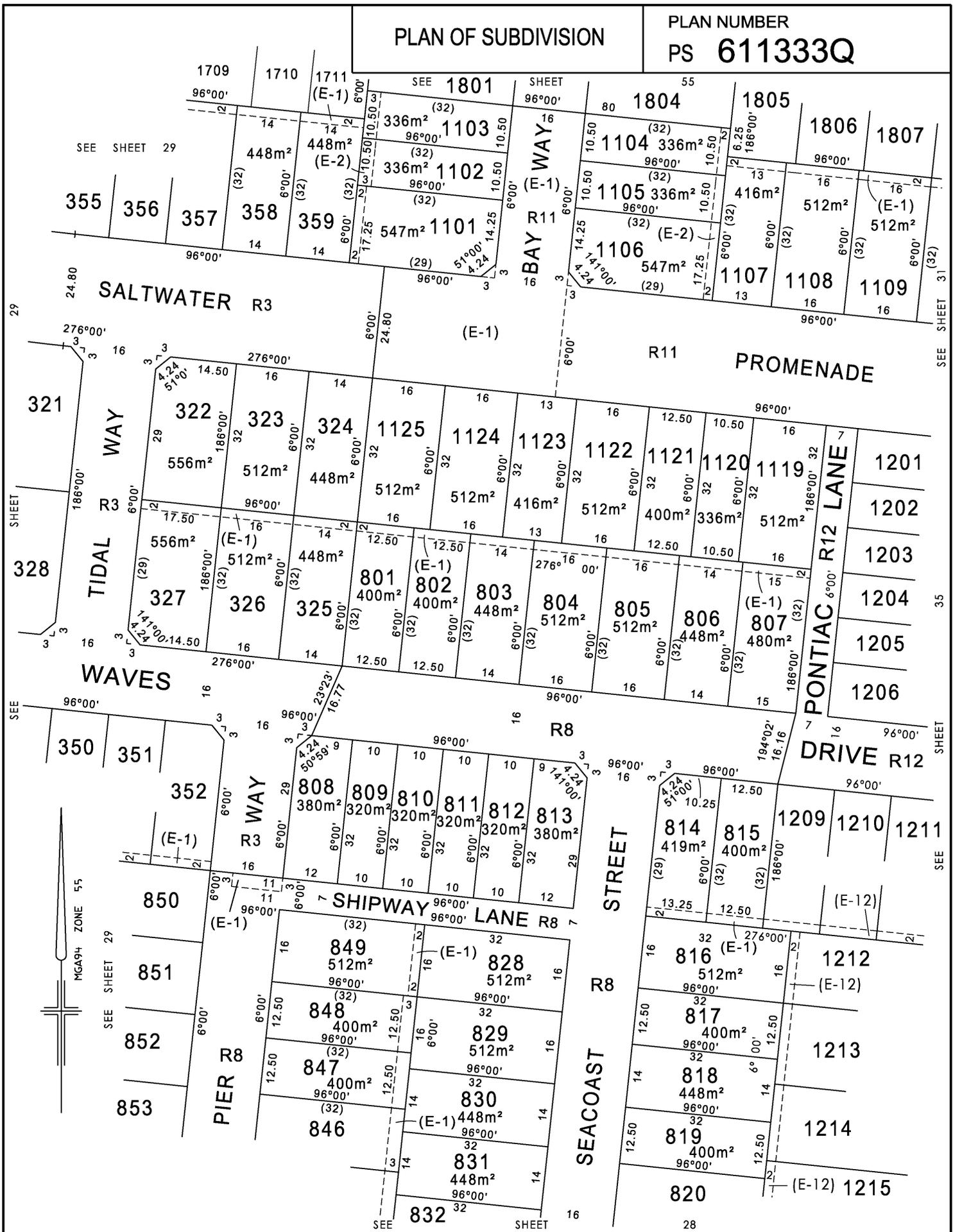
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VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

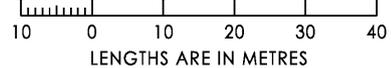
PLAN NUMBER
PS 611333Q



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SCALE

1:750



ORIGINAL SHEET SIZE A3

SHEET 30

REF: 6847

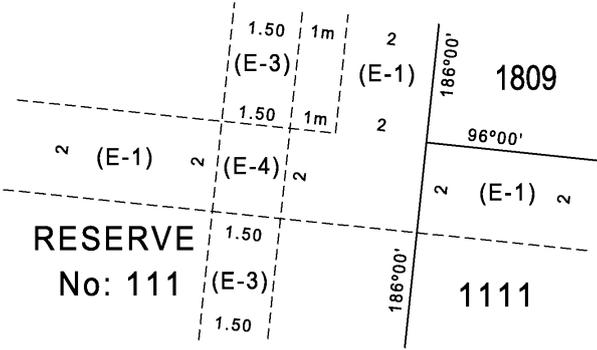
VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

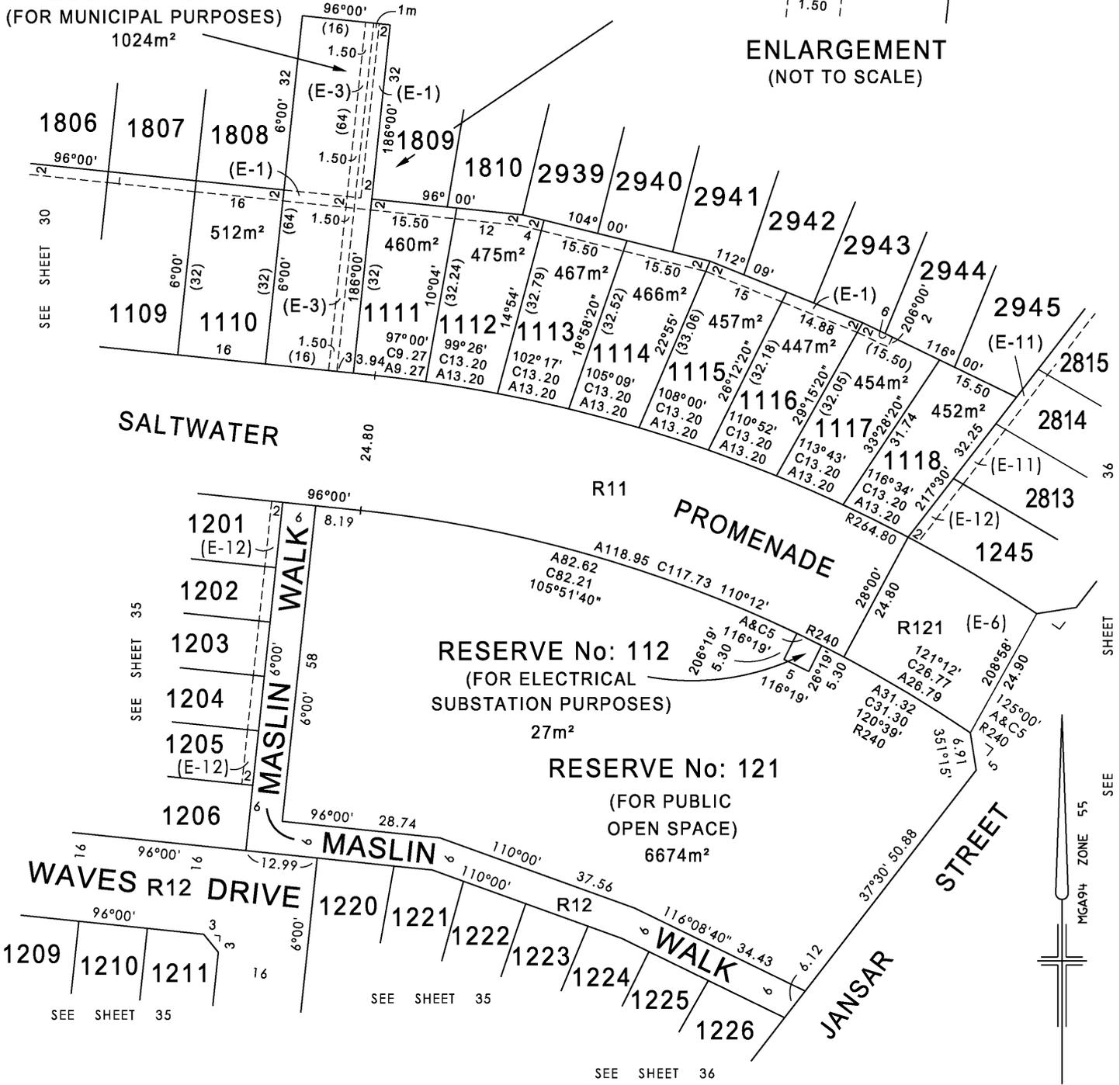
PLAN NUMBER
PS 611333Q

SEE SHEET 55



ENLARGEMENT
(NOT TO SCALE)

RESERVE No: 111
(FOR MUNICIPAL PURPOSES)
1024m²



SEE SHEET 30

SEE SHEET 35

SEE SHEET 35

SEE SHEET 35

SEE SHEET 36

SHEET 36

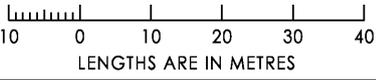
SEE

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SCALE
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ORIGINAL SHEET SIZE A3
REF: 6847

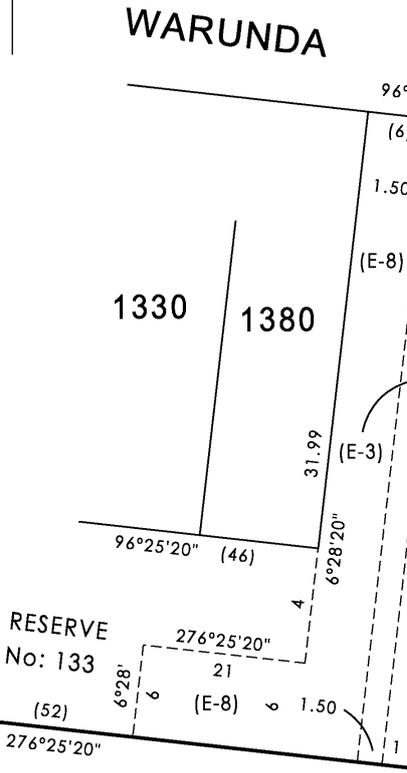
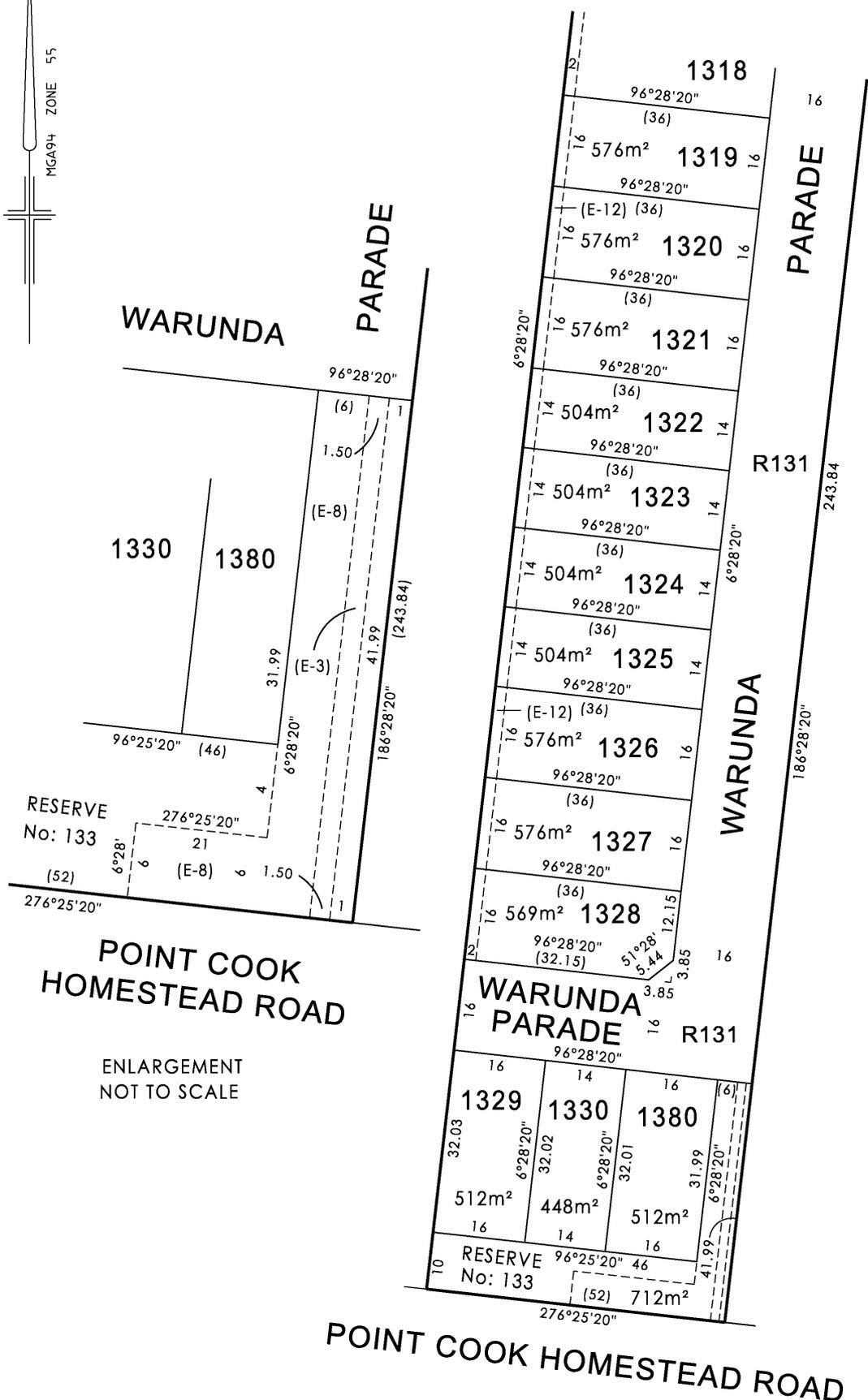
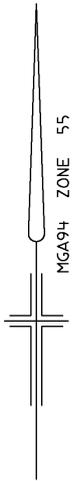
SHEET 31
VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SEE SHEET 32



POINT COOK
HOMESTEAD ROAD

ENLARGEMENT
NOT TO SCALE

POINT COOK HOMESTEAD ROAD



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SCALE
1:750



LENGTHS ARE IN METRES

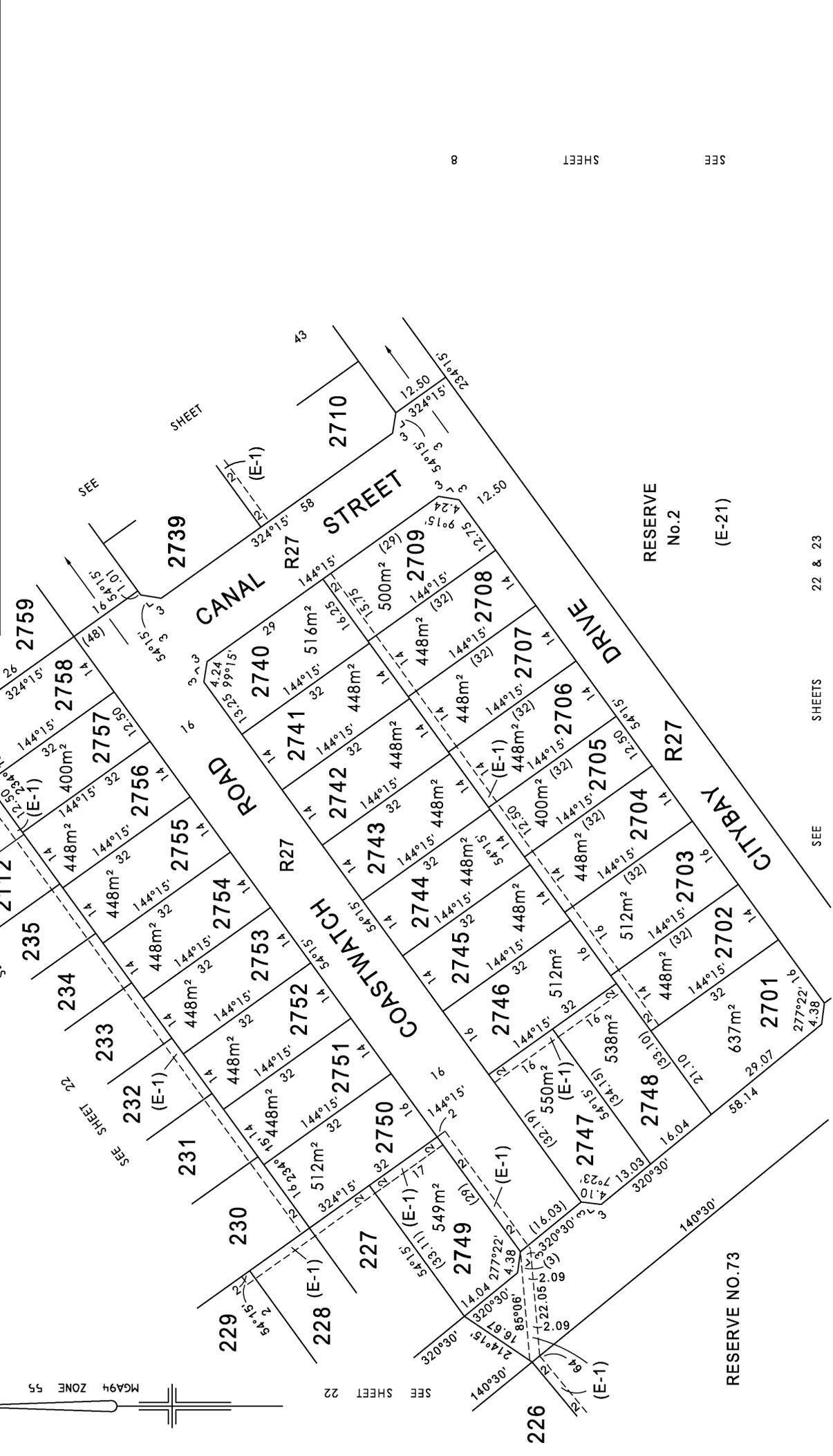
ORIGINAL SHEET SIZE A3
SHEET 33
REF: 6847
VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN NUMBER
PS 611333Q

PLAN OF SUBDIVISION

PLAN OF SUBDIVISION



8 SHEET SEE

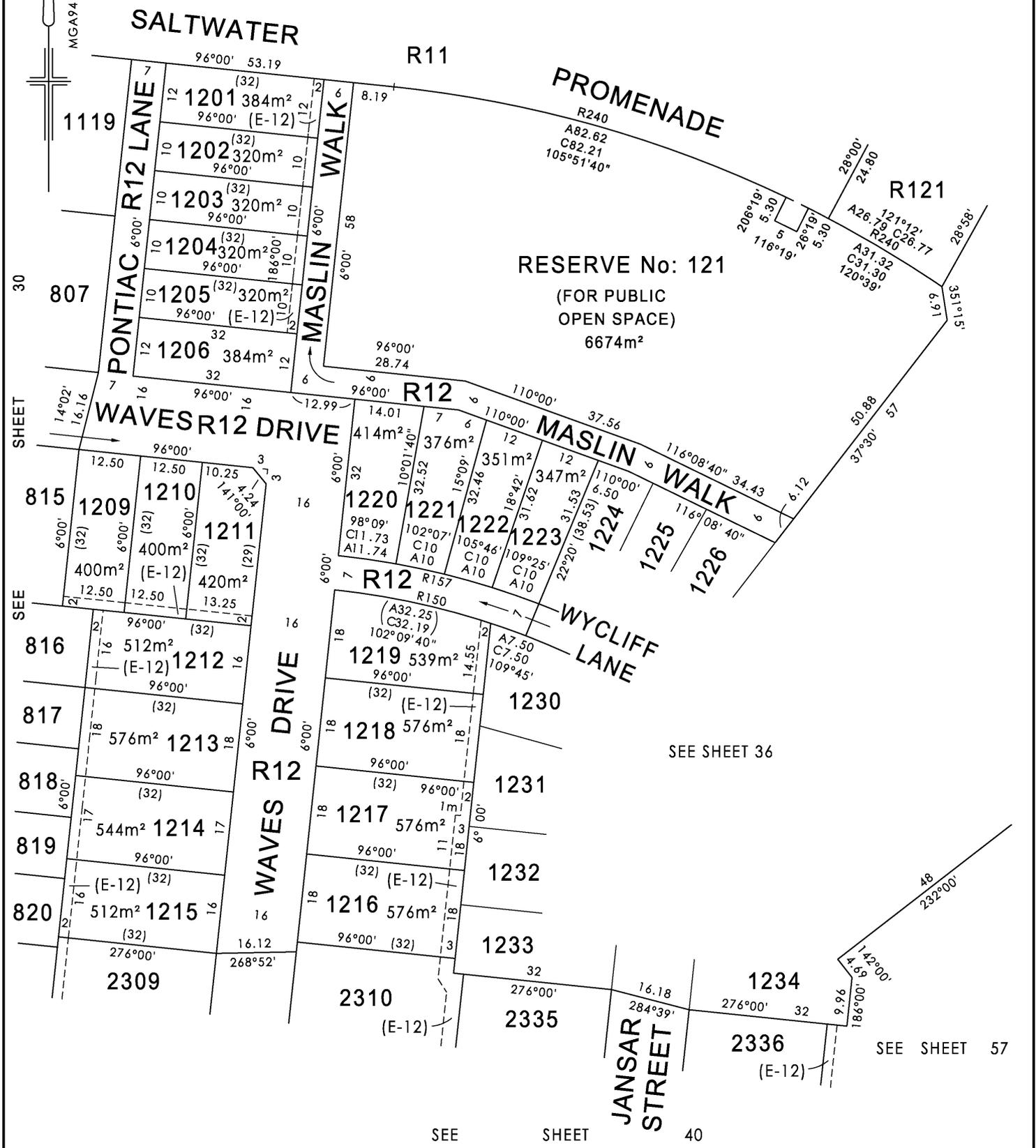
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32	ORIGINAL SHEET SIZE A3	SHEET 34
				LICENSED SURVEYOR: GLEN VILLELLA		

SEE SHEETS 22 & 23

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SEE SHEET 31

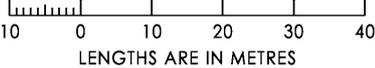


SEE SHEET 40



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SCALE
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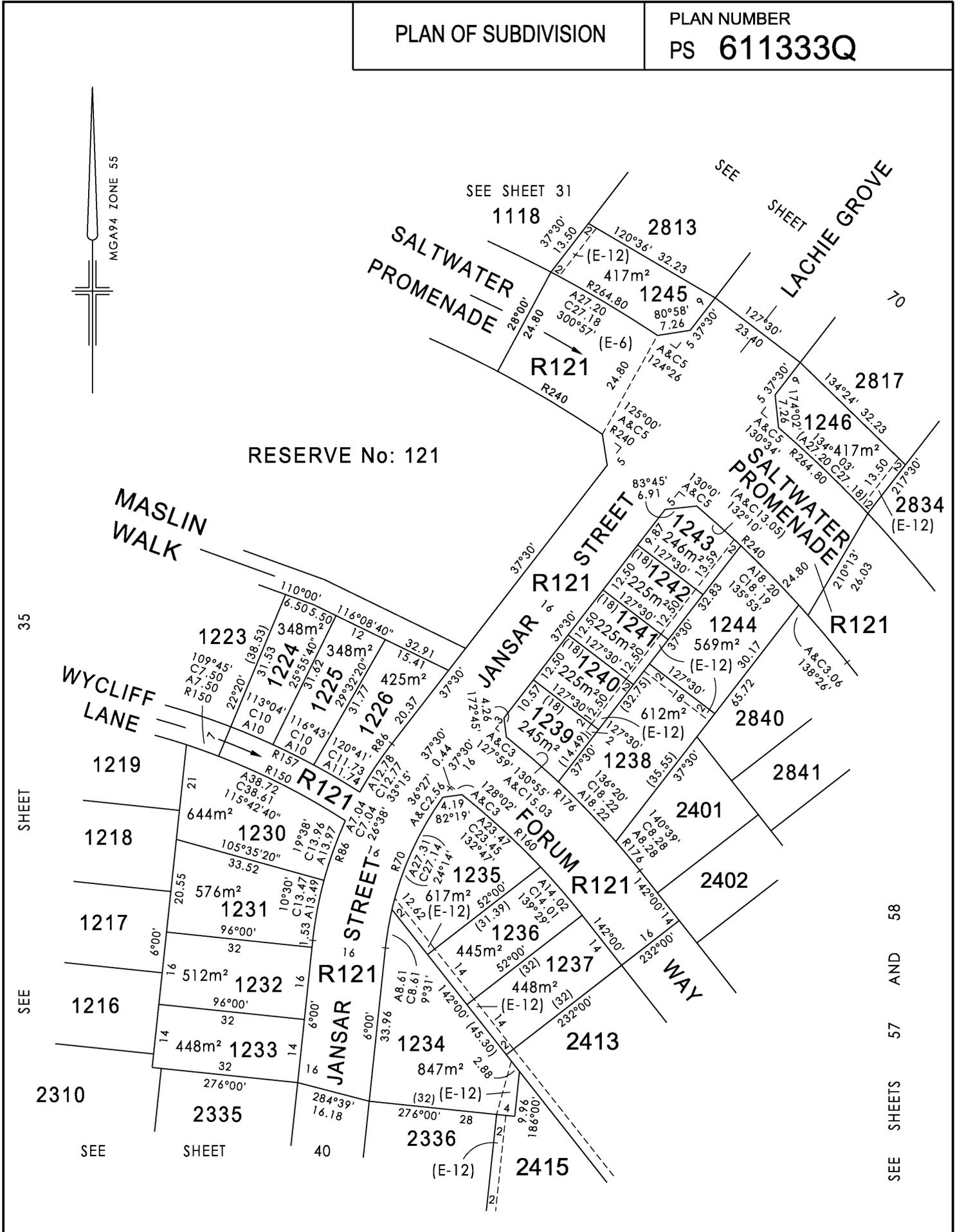
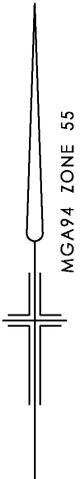
LENGTHS ARE IN METRES

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3
SHEET 35
REF: 6847
VERSION: 32

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



35
SHEET
SEE

58
AND
57
SHEETS
SEE



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SCALE
1:750

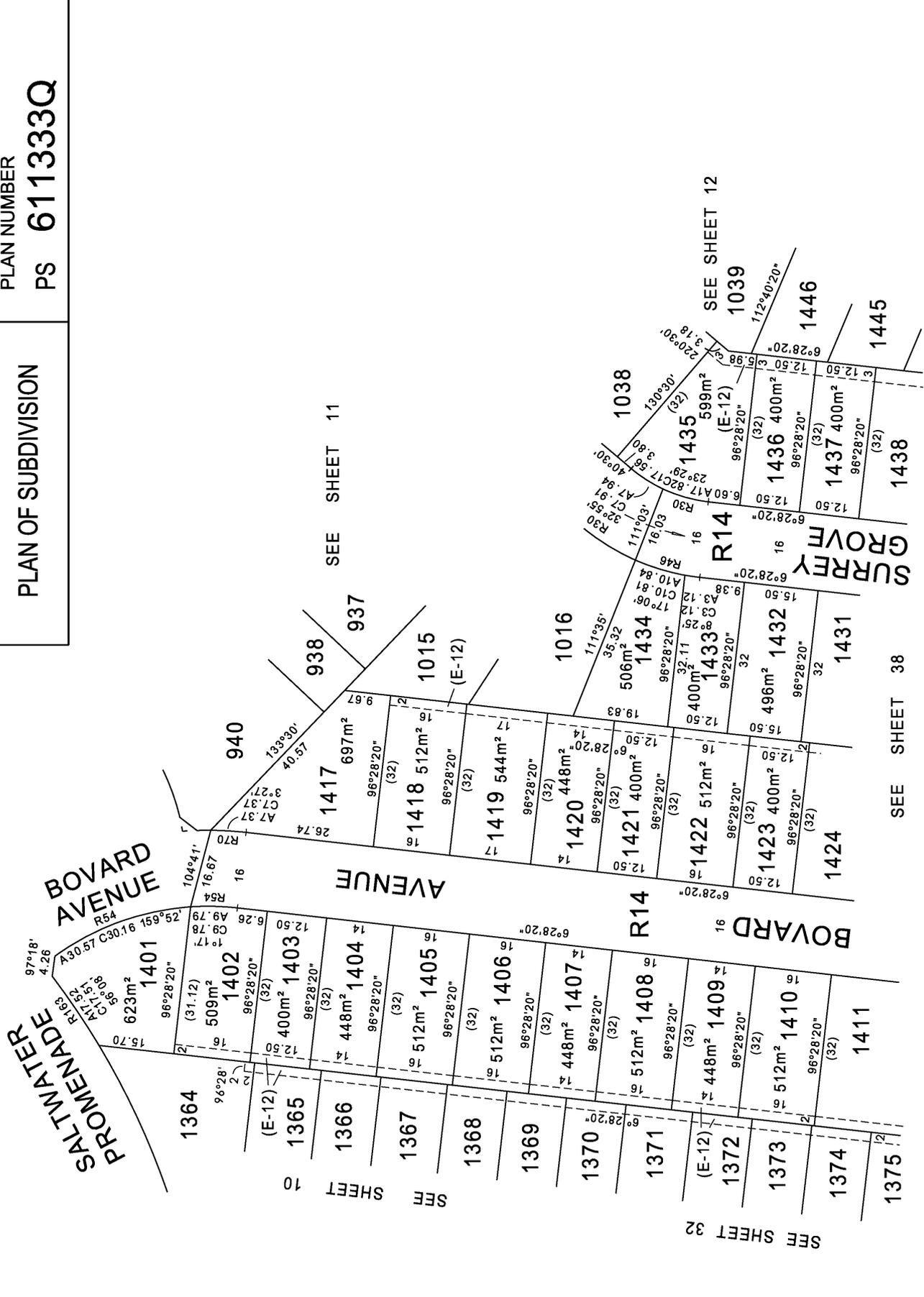


LENGTHS ARE IN METRES

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3	SHEET 36
REF: 6847	VERSION: 32

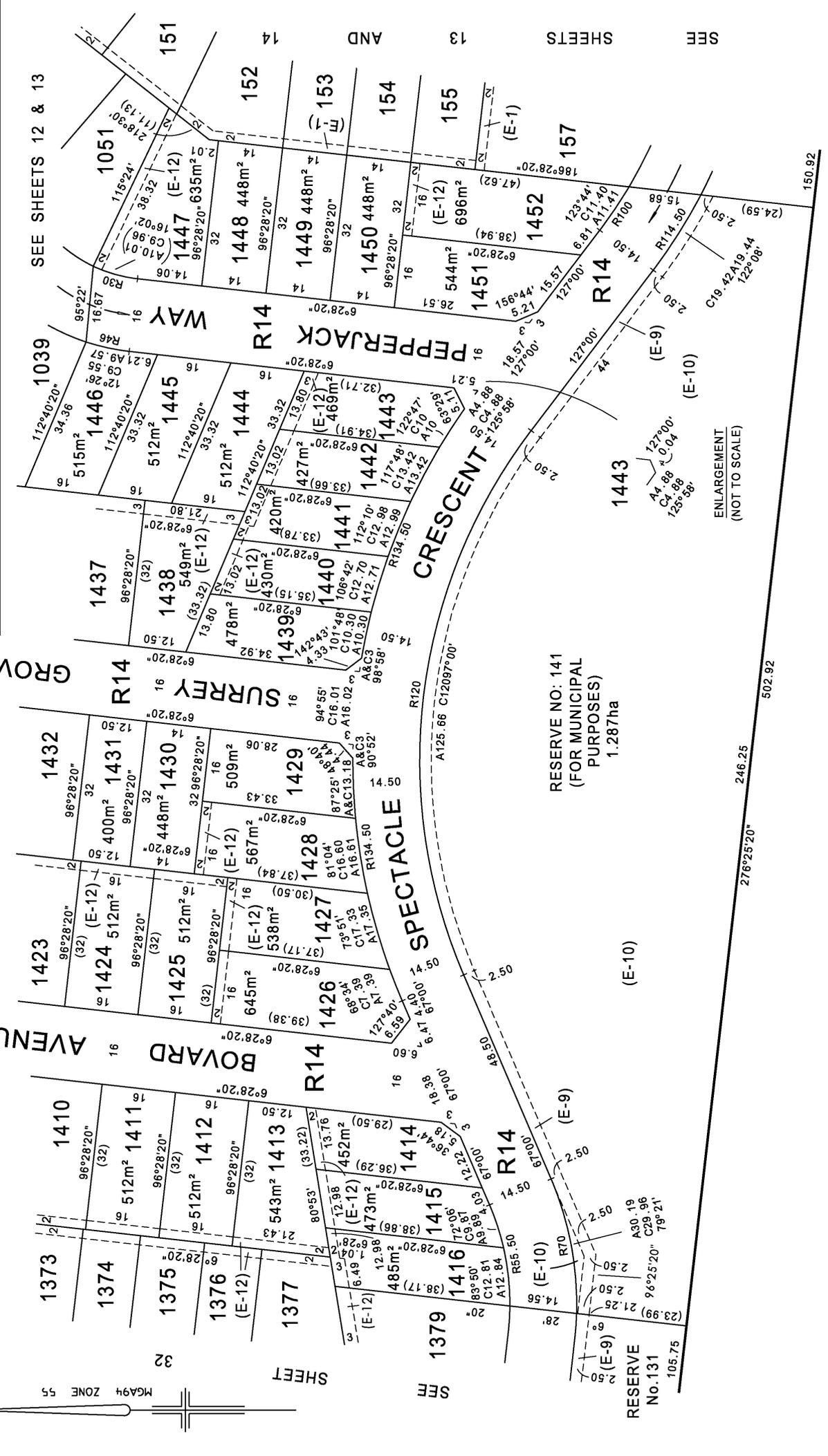
PLAN OF SUBDIVISION
PLAN NUMBER
PS 611333Q



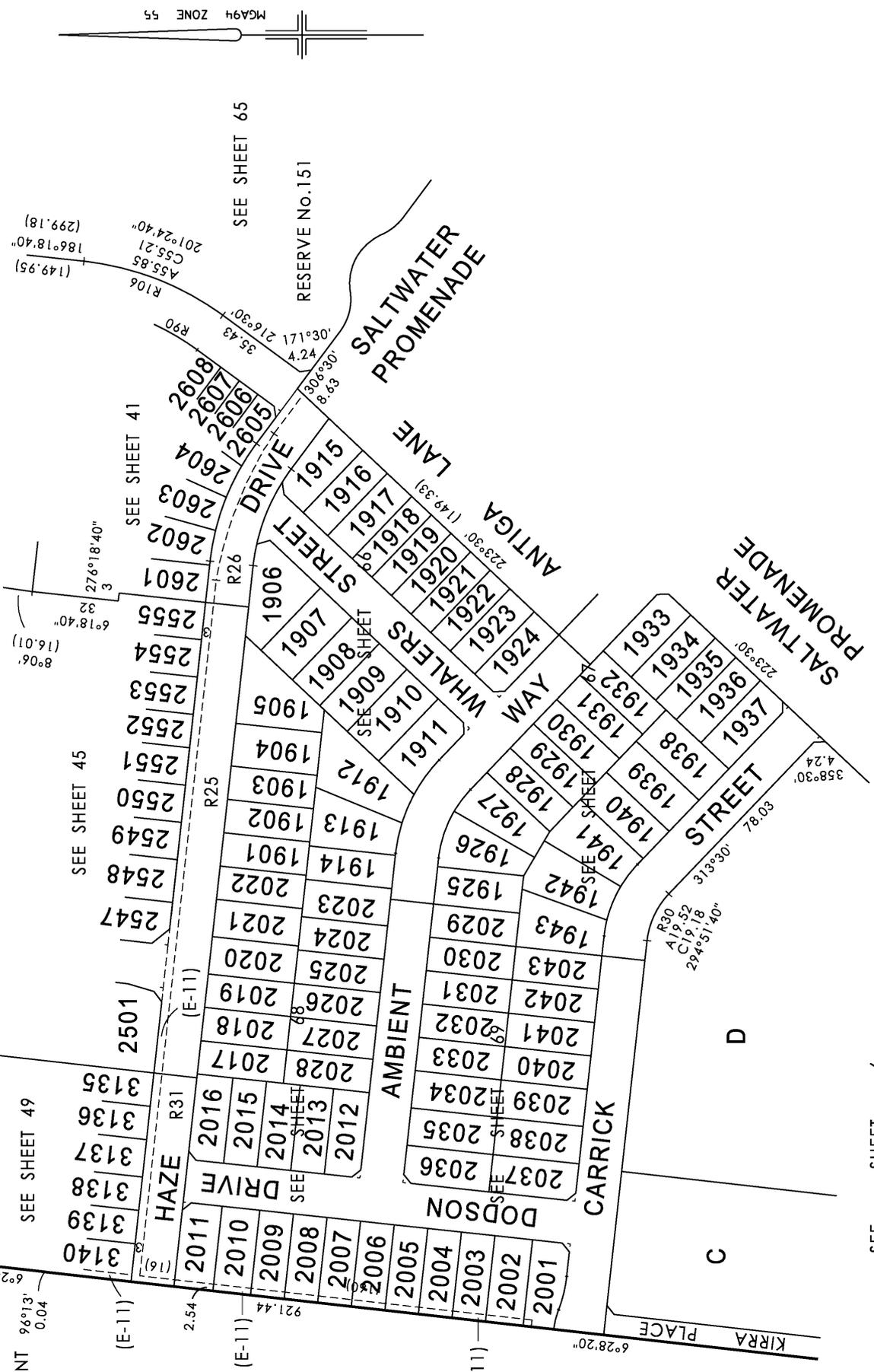
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	1:750	LENGTHS ARE IN METRES 	REF: 6847	VERSION: 32	ORIGINAL SHEET SIZE A3	SHEET 37
	LICENSED SURVEYOR: GLEN VILLELLA						

PLAN OF SUBDIVISION
PS 611333Q

SEE SHEET 37
PLAN NUMBER
PS 611333Q

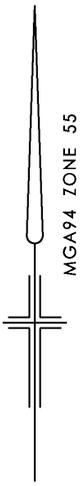


PLAN OF SUBDIVISION
PLAN NUMBER
PS 611333Q

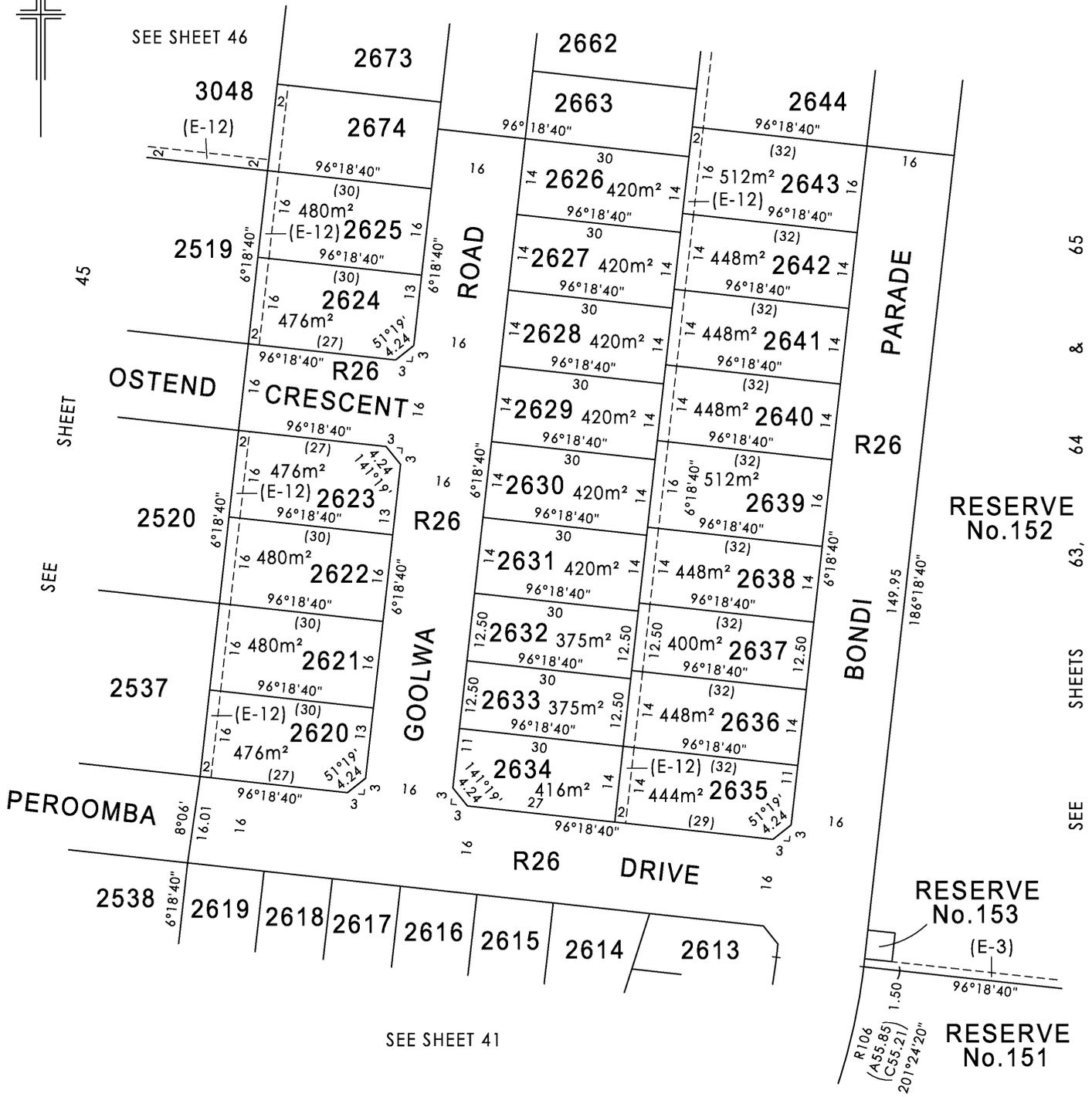


PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



SEE SHEET 52



SEE SHEET 41

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SCALE
1:750

LENGTHS ARE IN METRES

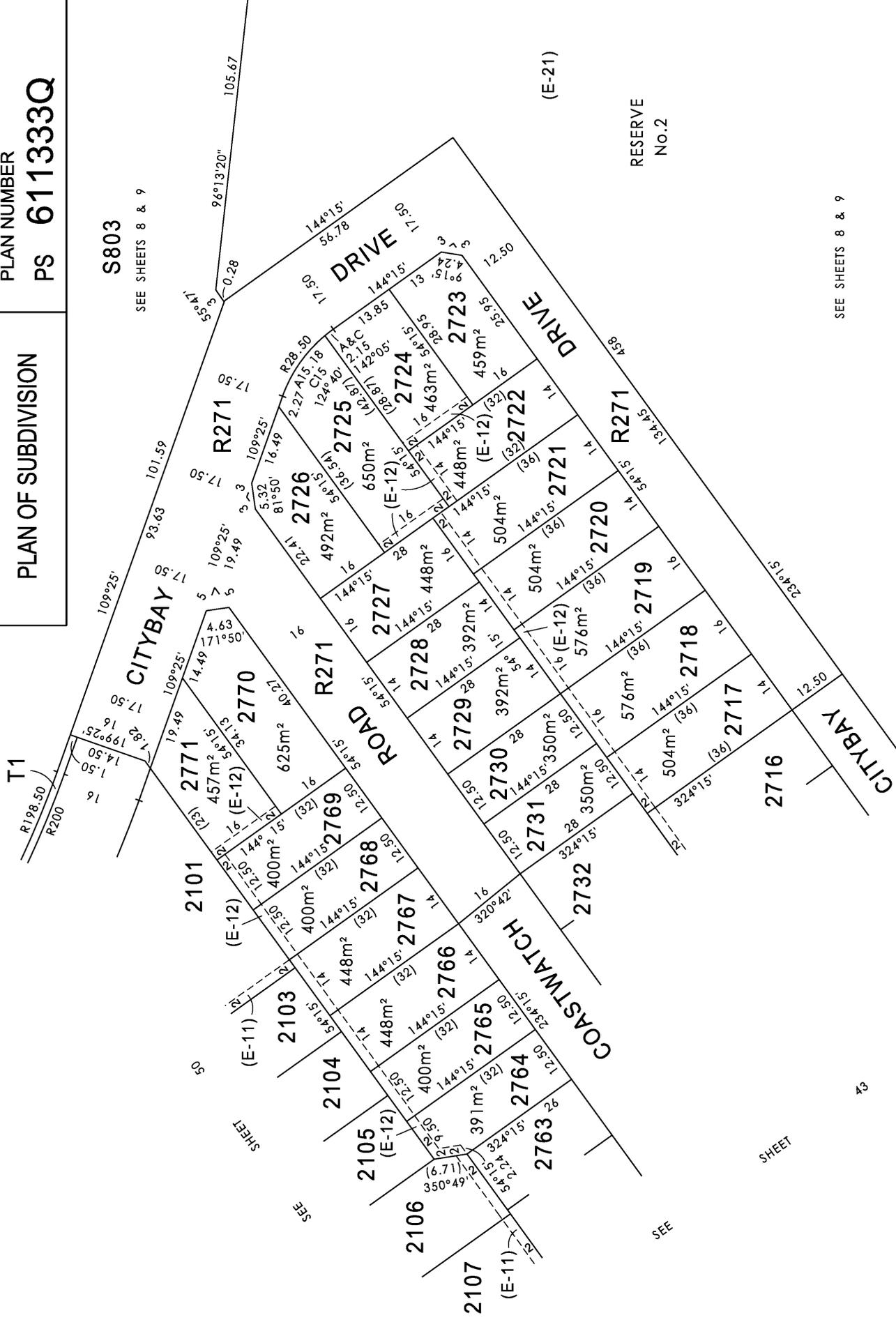
LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3
SHEET 42
REF: 6847
VERSION: 32

PLAN OF SUBDIVISION
 PLAN NUMBER
 PS 611333Q

S803

SEE SHEETS 8 & 9

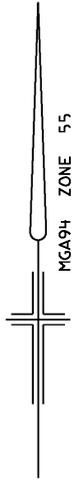


SEE SHEETS 8 & 9

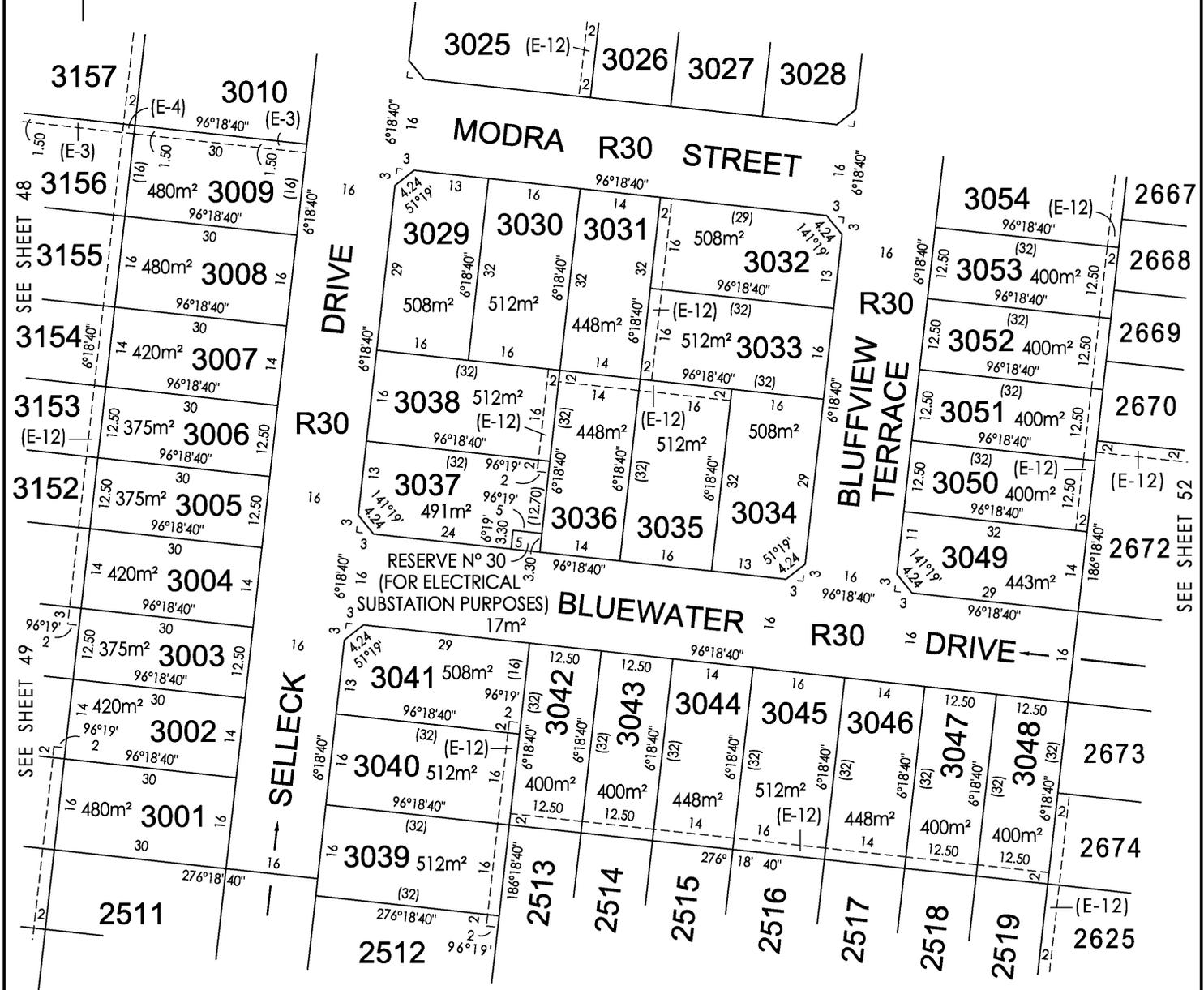
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	1:750	REF: 6847	VERSION: 32	ORIGINAL SHEET SIZE A3	SHEET 44
	LENGTHS ARE IN METRES 		LICENSED SURVEYOR: GLEN VILLELLA			

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



SEE SHEET 47



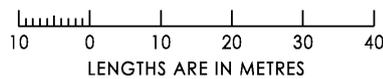
SEE SHEET 45

SEE SHEET 42



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SCALE
1:750

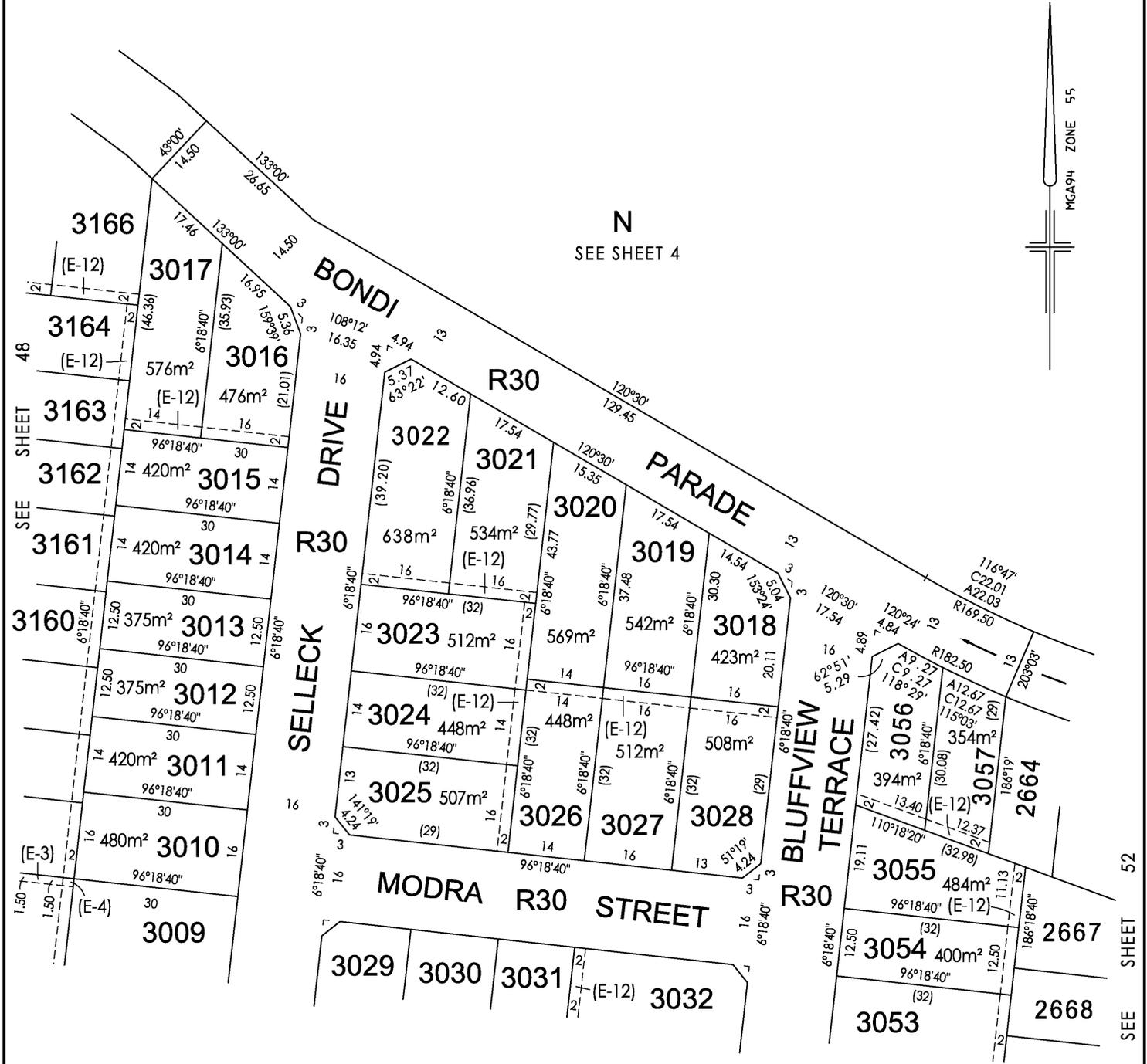


ORIGINAL SHEET SIZE A3
SHEET 46
REF: 6847
VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



N
SEE SHEET 4

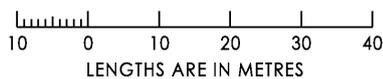
SEE SHEET 46

SEE SHEET 52



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SCALE
1:750



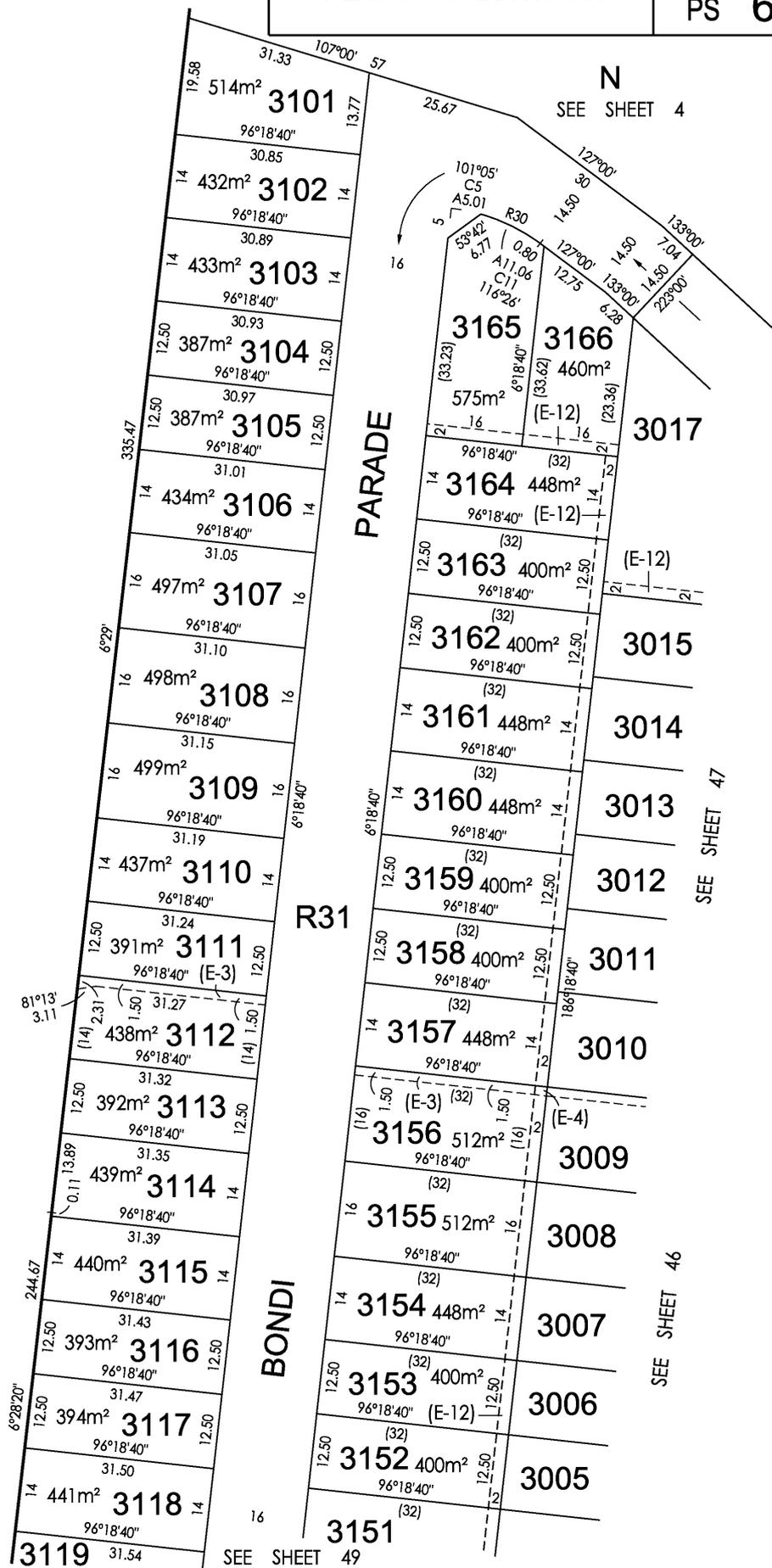
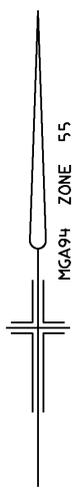
ORIGINAL SHEET SIZE A3
REF: 6847

SHEET 47
VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



N
SEE SHEET 4

SEE SHEET 47

SEE SHEET 46

SEE SHEET 49



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SCALE
1:750



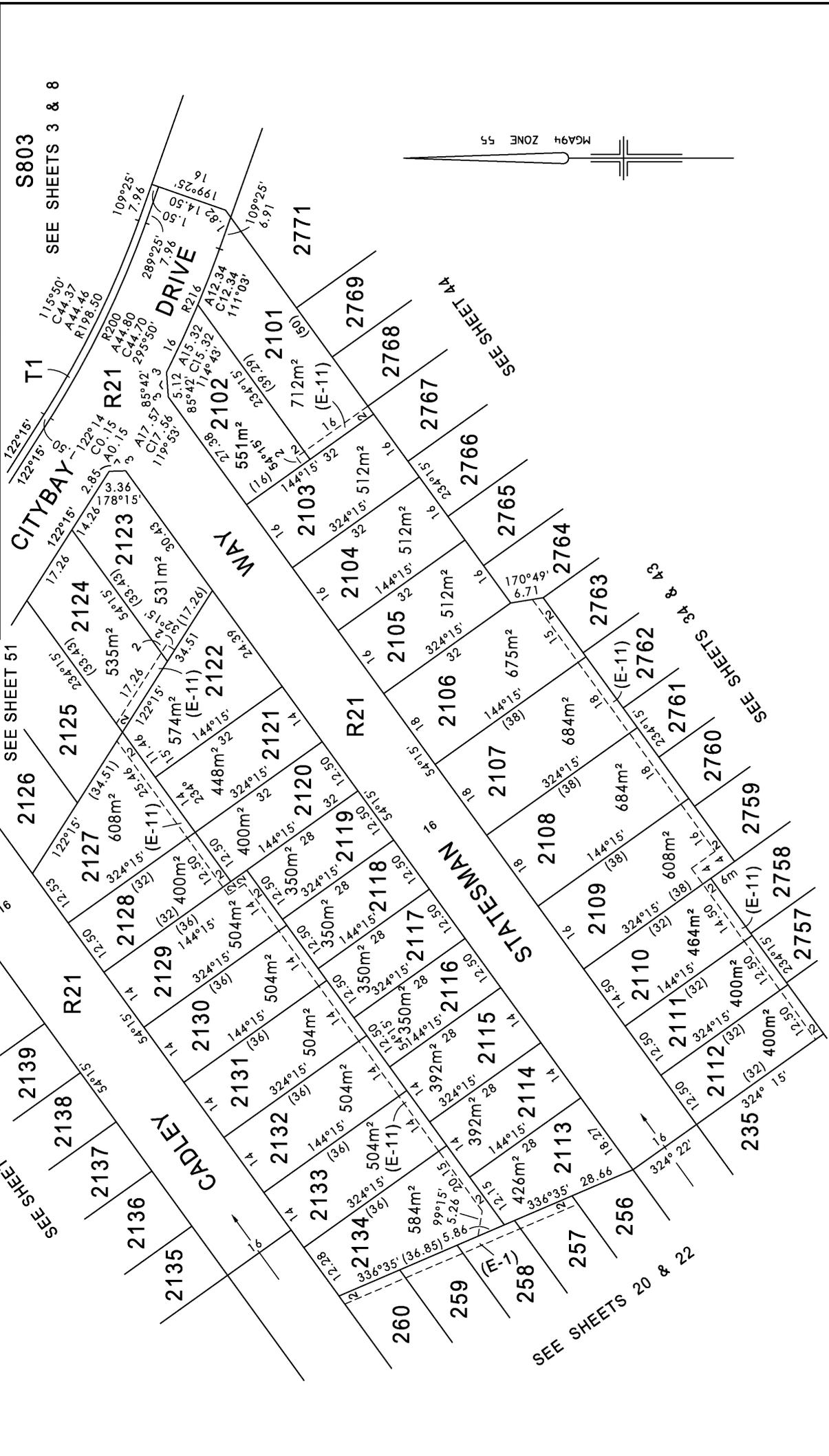
LENGTHS ARE IN METRES

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3	SHEET 48
REF: 6847	VERSION: 32

PLAN OF SUBDIVISION
PS 611333Q

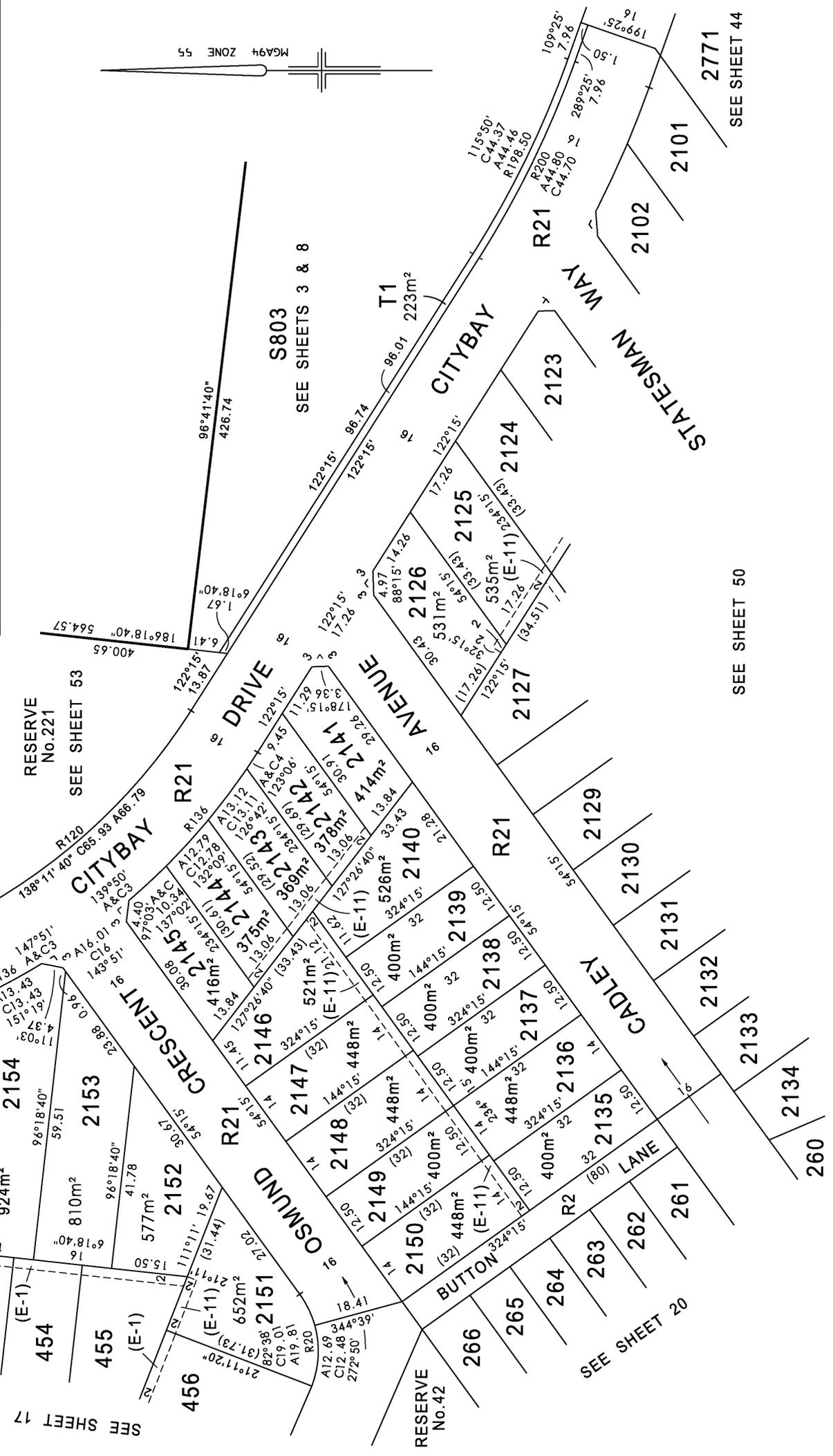
PLAN NUMBER
PS 611333Q
S803



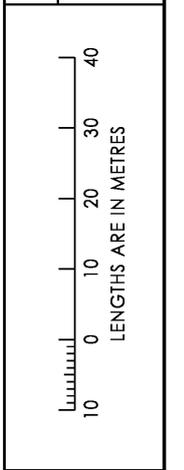
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	1:750
	LENGTHS ARE IN METRES 	REF: 6847 VERSION: 32 LICENSED SURVEYOR: GLEN VILLELLA
ORIGINAL SHEET SIZE A3 SHEET 50	REF: 6847 VERSION: 32 LICENSED SURVEYOR: GLEN VILLELLA	REF: 6847 VERSION: 32 LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION
PS 611333Q

PLAN NUMBER
PS 611333Q

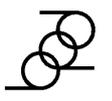


REF: 6847	VERSION: 32	SHEET 51
LICENSED SURVEYOR: GLEN VILLELLA		ORIGINAL SHEET SIZE A3



SCALE
1:750

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SEE SHEET 50

SEE SHEET 44

SEE SHEET 20

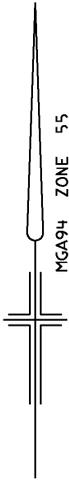
SEE SHEETS 3 & 8

SEE SHEET 17

SEE SHEET 53

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



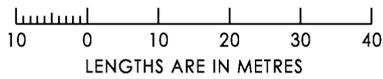
SEE SHEET 42



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SCALE

1:750



ORIGINAL SHEET SIZE A3

SHEET 52

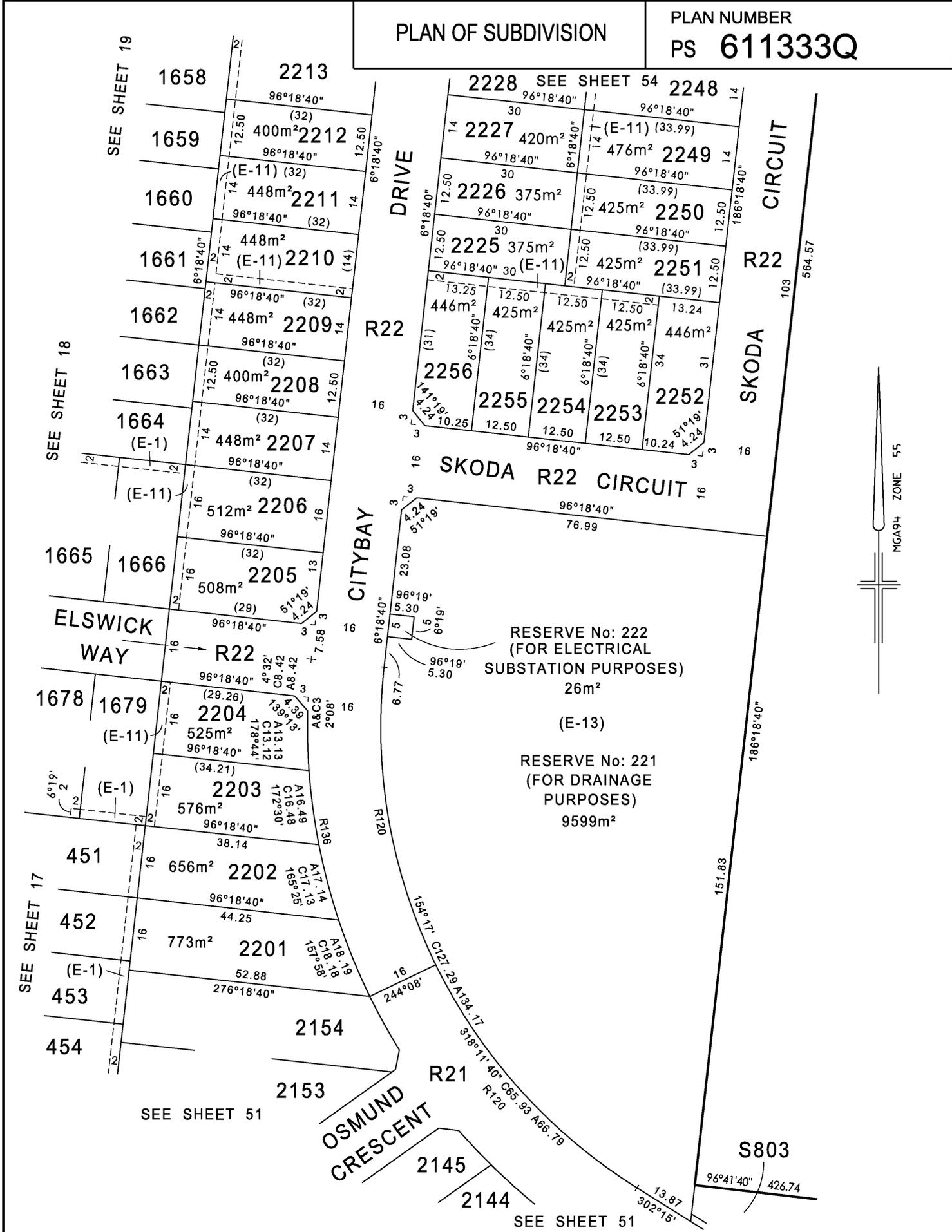
REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

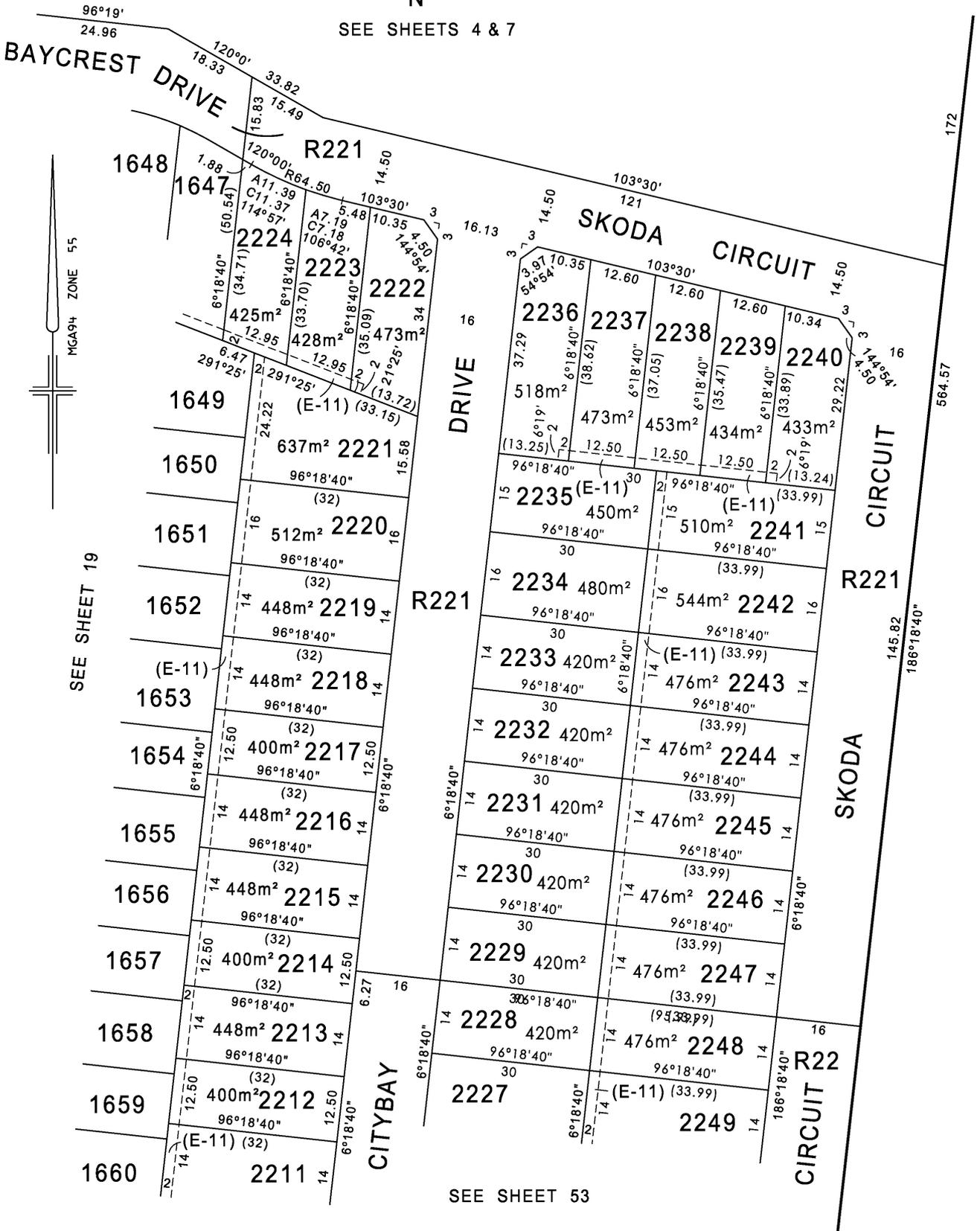
PLAN NUMBER PS 611333Q



PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

N
SEE SHEETS 4 & 7



SEE SHEET 19

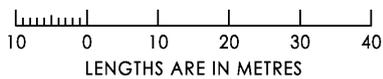
SEE SHEET 53



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SCALE

1:750



ORIGINAL SHEET SIZE A3

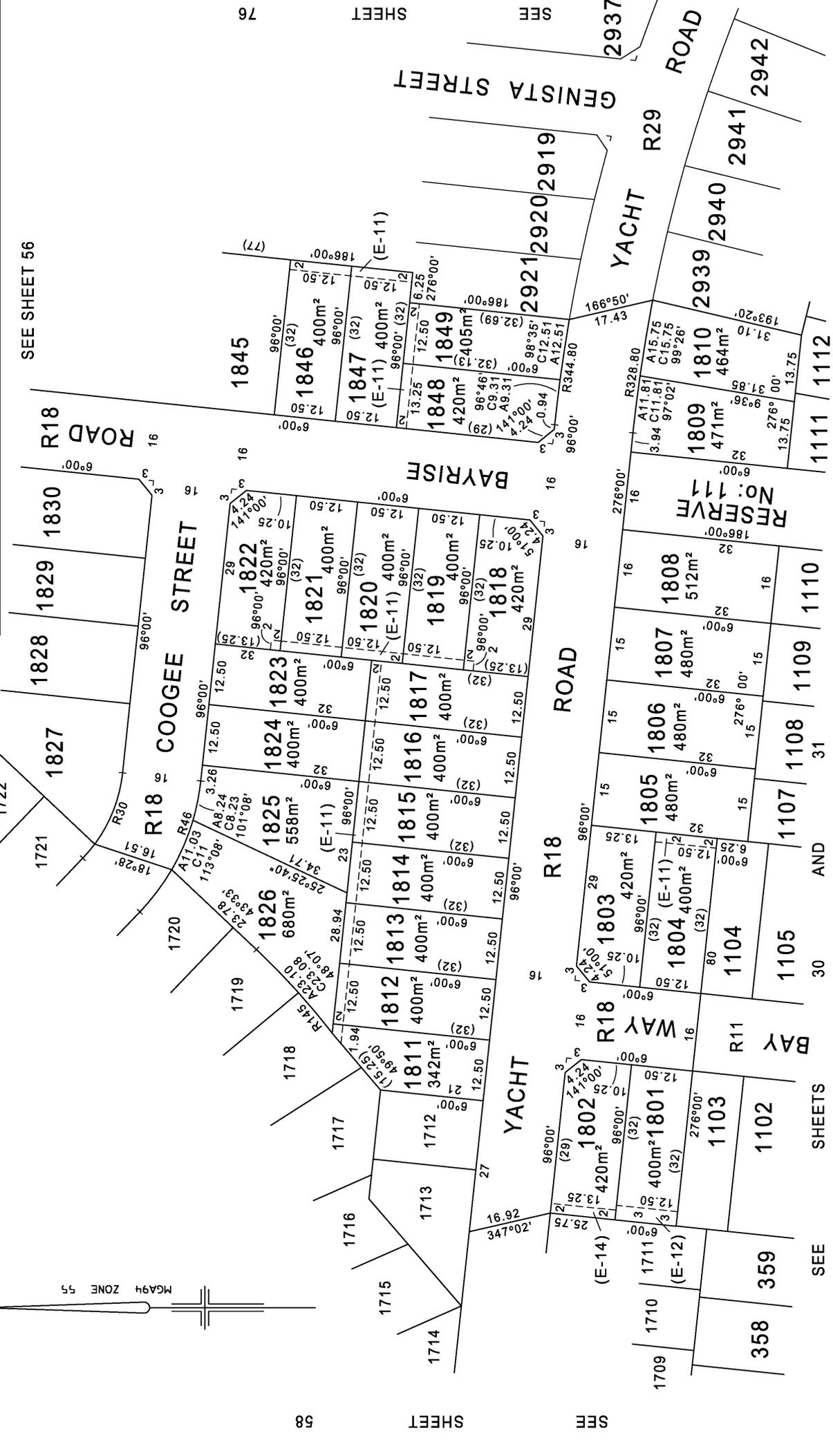
SHEET 54

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION
PLAN NUMBER
PS 611333Q

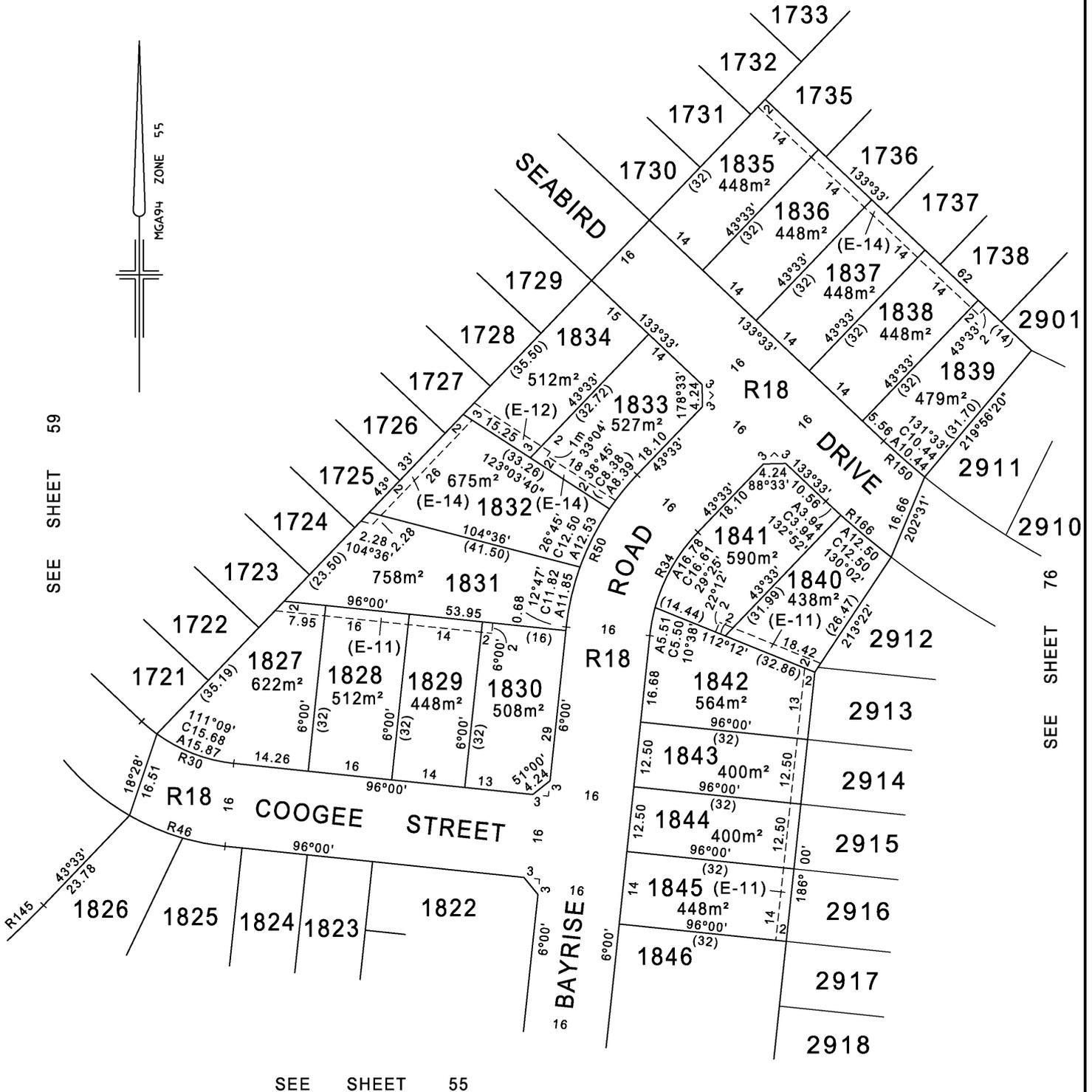


	Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	1:750
	SEE SHEETS 30 AND 31	LENGTHS ARE IN METRES	10 0 10 20 30 40
REF: 6847	VERSION: 32	ORIGINAL SHEET SIZE A3	SHEET 55
LICENSED SURVEYOR: GLEN VILLELLA			

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SEE SHEET 60



SEE SHEET 59

SEE SHEET 76

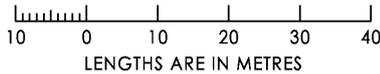
SEE SHEET 55



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SCALE

1:750



LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 56

REF: 6847

VERSION: 32

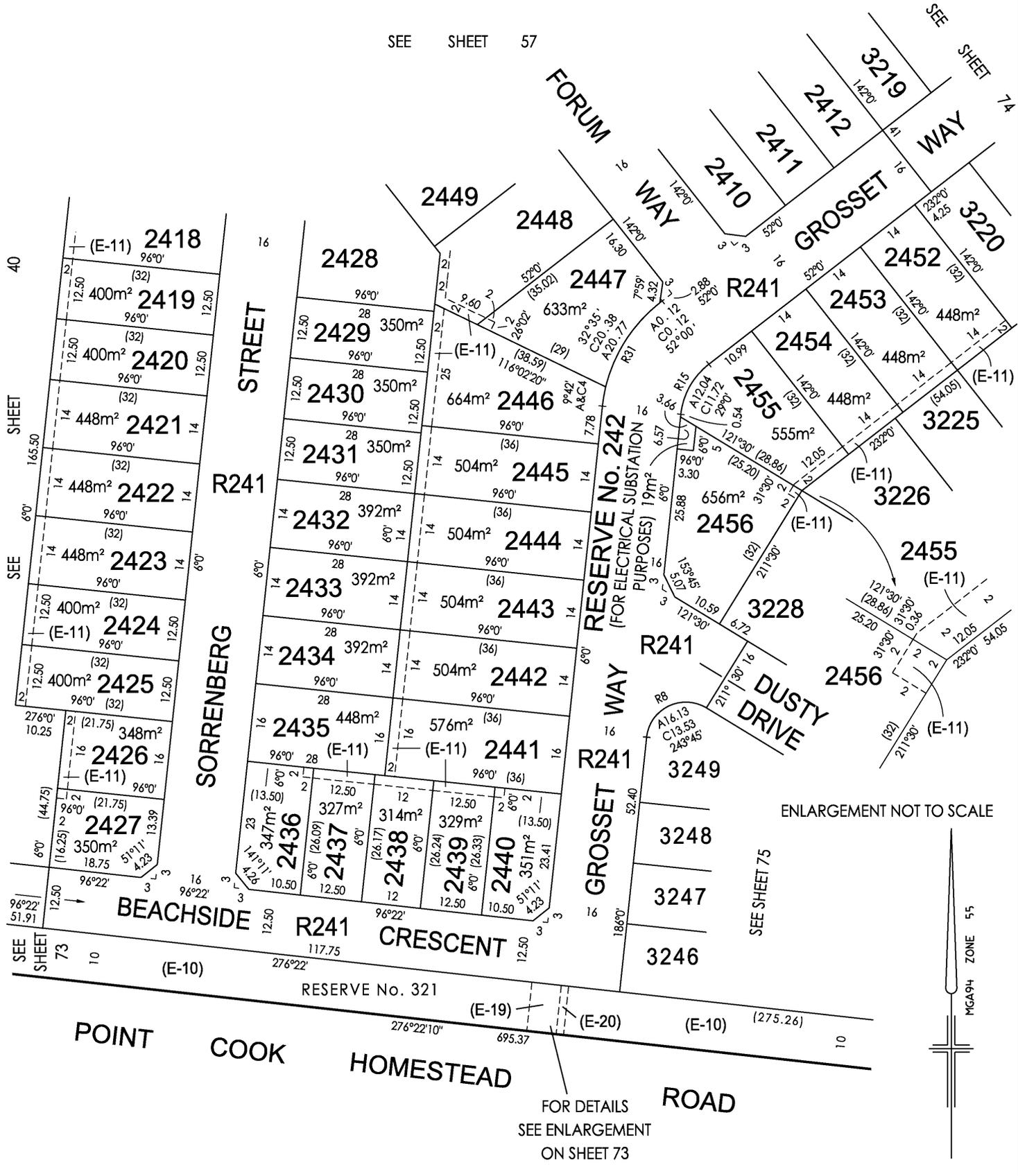
LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SEE SHEET 57

SEE SHEET 7A



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SCALE
1:750

LENGTHS ARE IN METRES

LICENSED SURVEYOR: GLEN VILLELLA

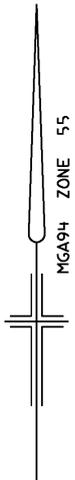
ORIGINAL SHEET SIZE A3
SHEET 58
REF: 6847
VERSION: 32

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

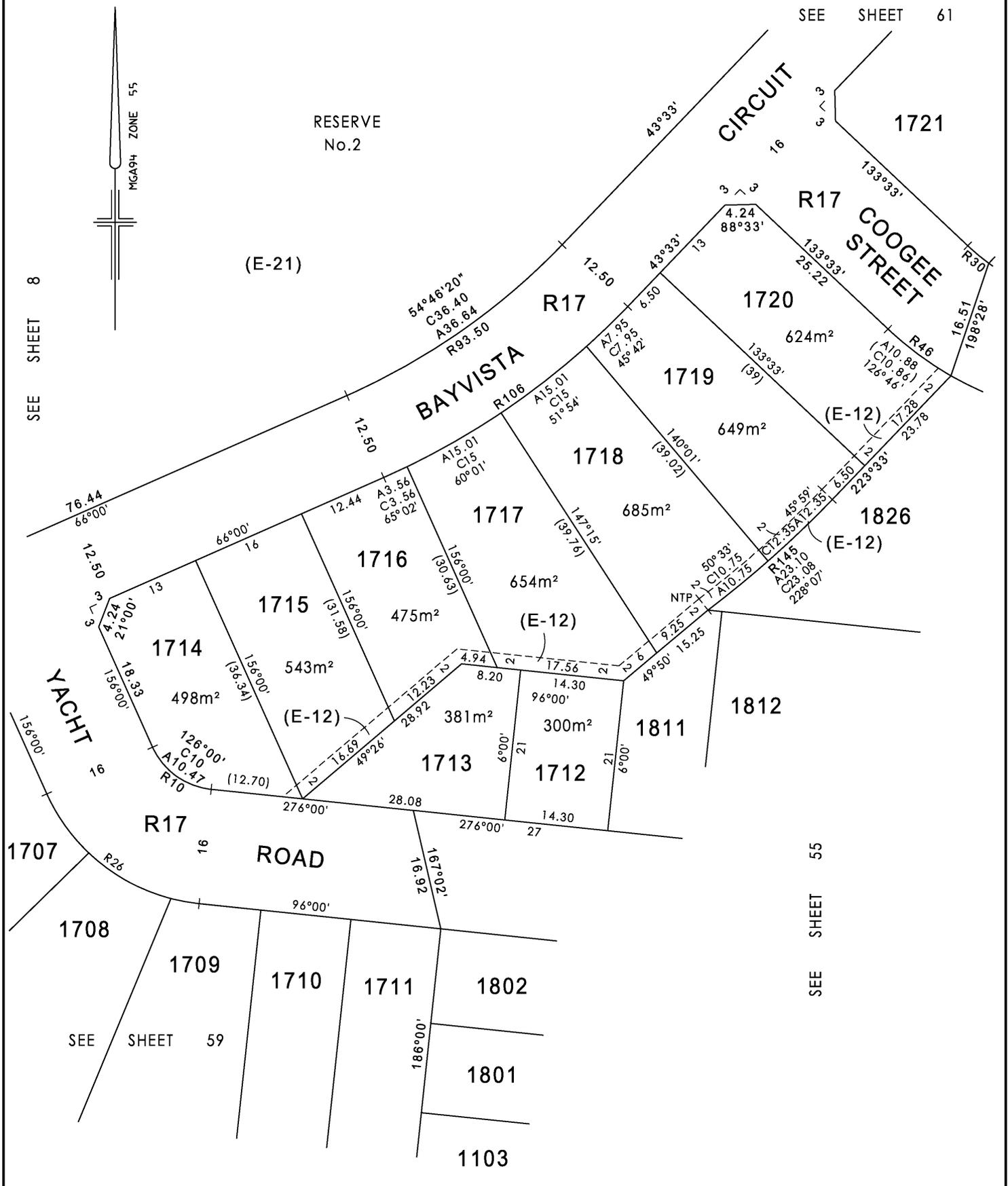
SEE SHEET 61

SEE SHEET 8



RESERVE
No.2

(E-21)



SEE SHEET 55

SEE SHEET 59



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SCALE
1:500



ORIGINAL SHEET SIZE A3
SHEET 60
REF: 6847
VERSION: 32

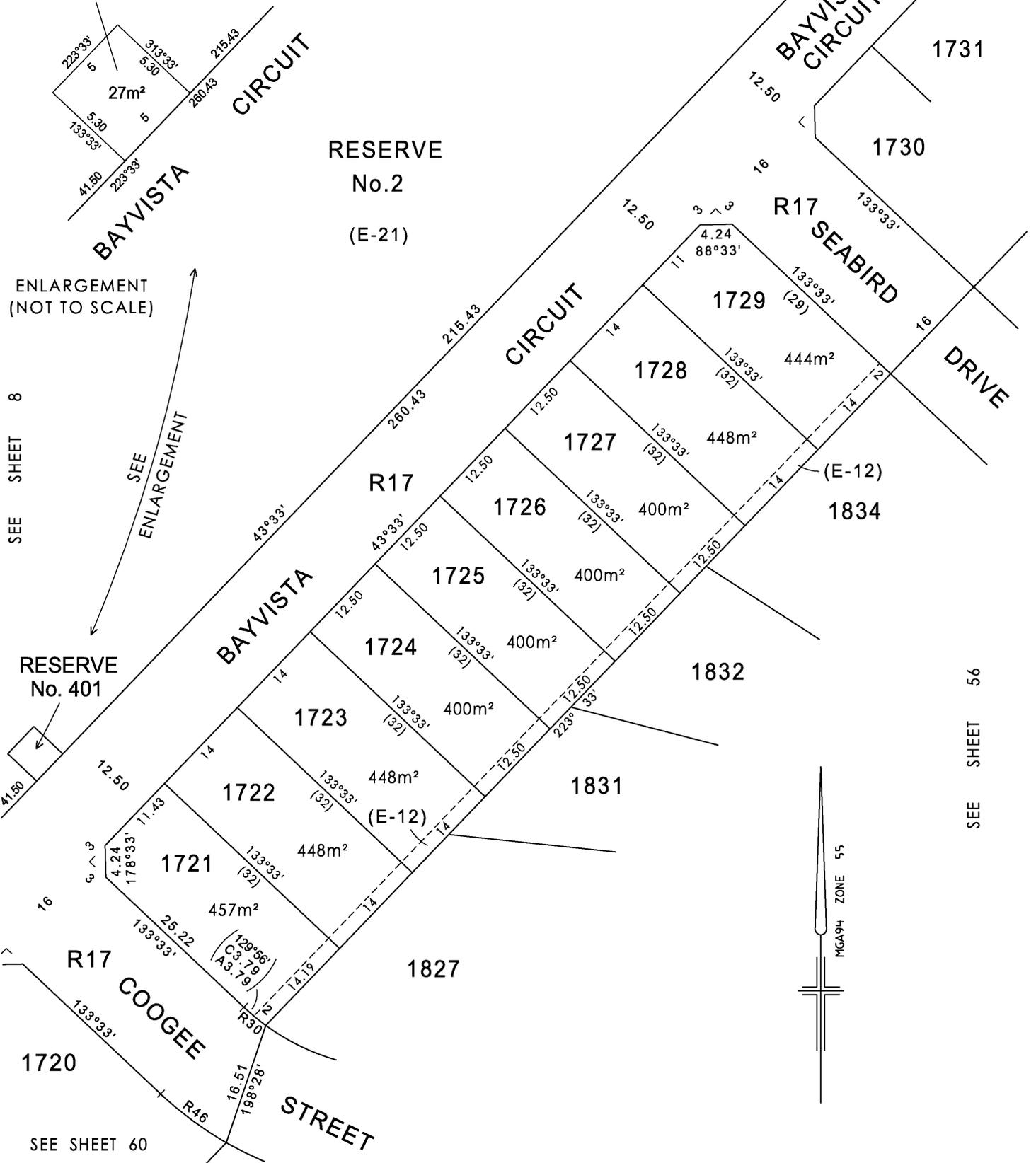
LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

RESERVE No. 401
(FOR ELECTRICAL
SUBSTATION PURPOSES)

SEE SHEET 62



ENLARGEMENT
(NOT TO SCALE)

SEE SHEET 8

SEE ENLARGEMENT

RESERVE No. 401

SEE SHEET 56



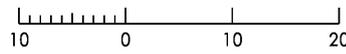
SEE SHEET 60



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SCALE

1:500



LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 61

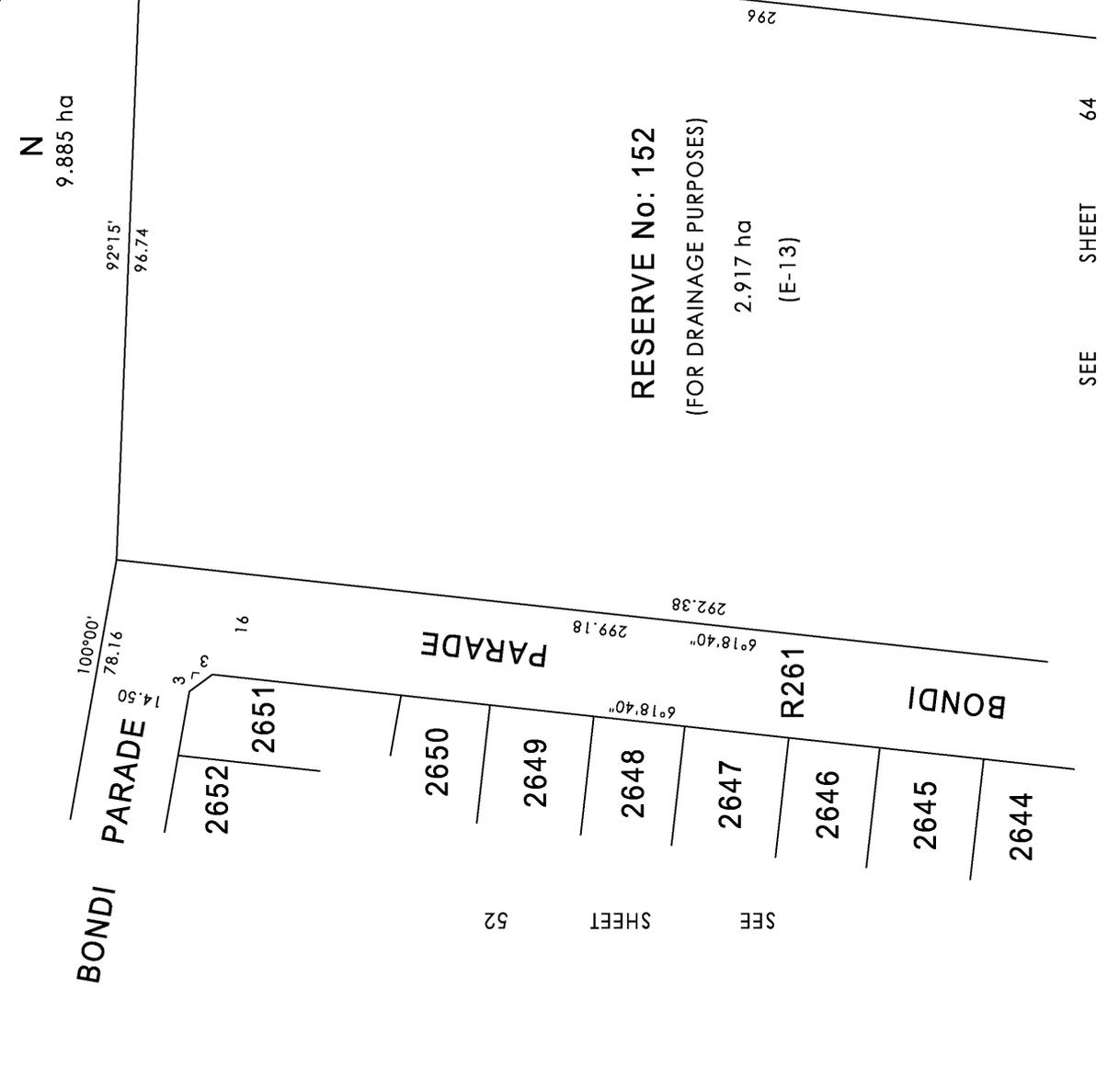
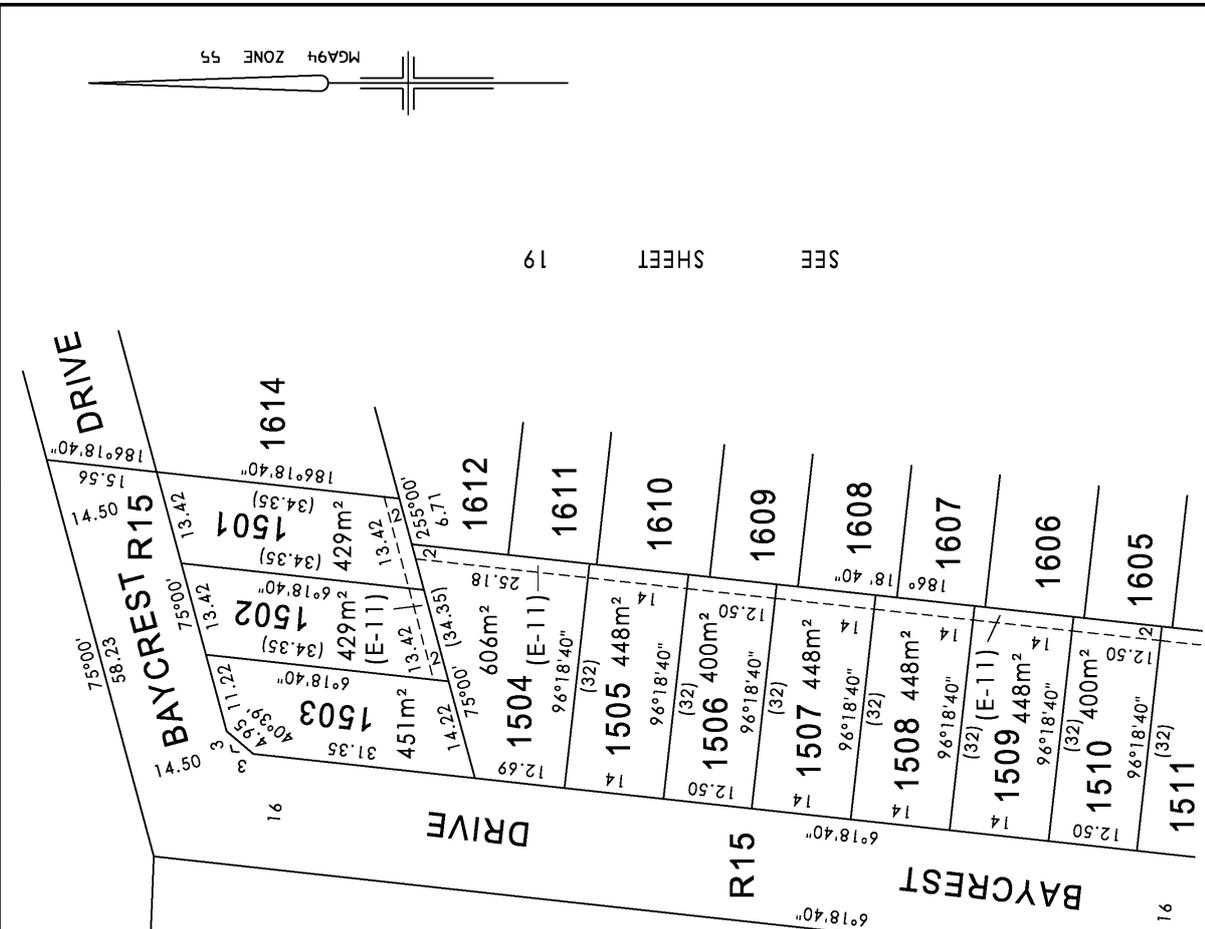
REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION
 PS 611333Q

PLAN NUMBER
 PS 611333Q



SEE SHEET 4

SEE SHEET 64

SEE SHEET 19

SEE SHEET 52

SEE SHEET 63

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

SCALE

1:750

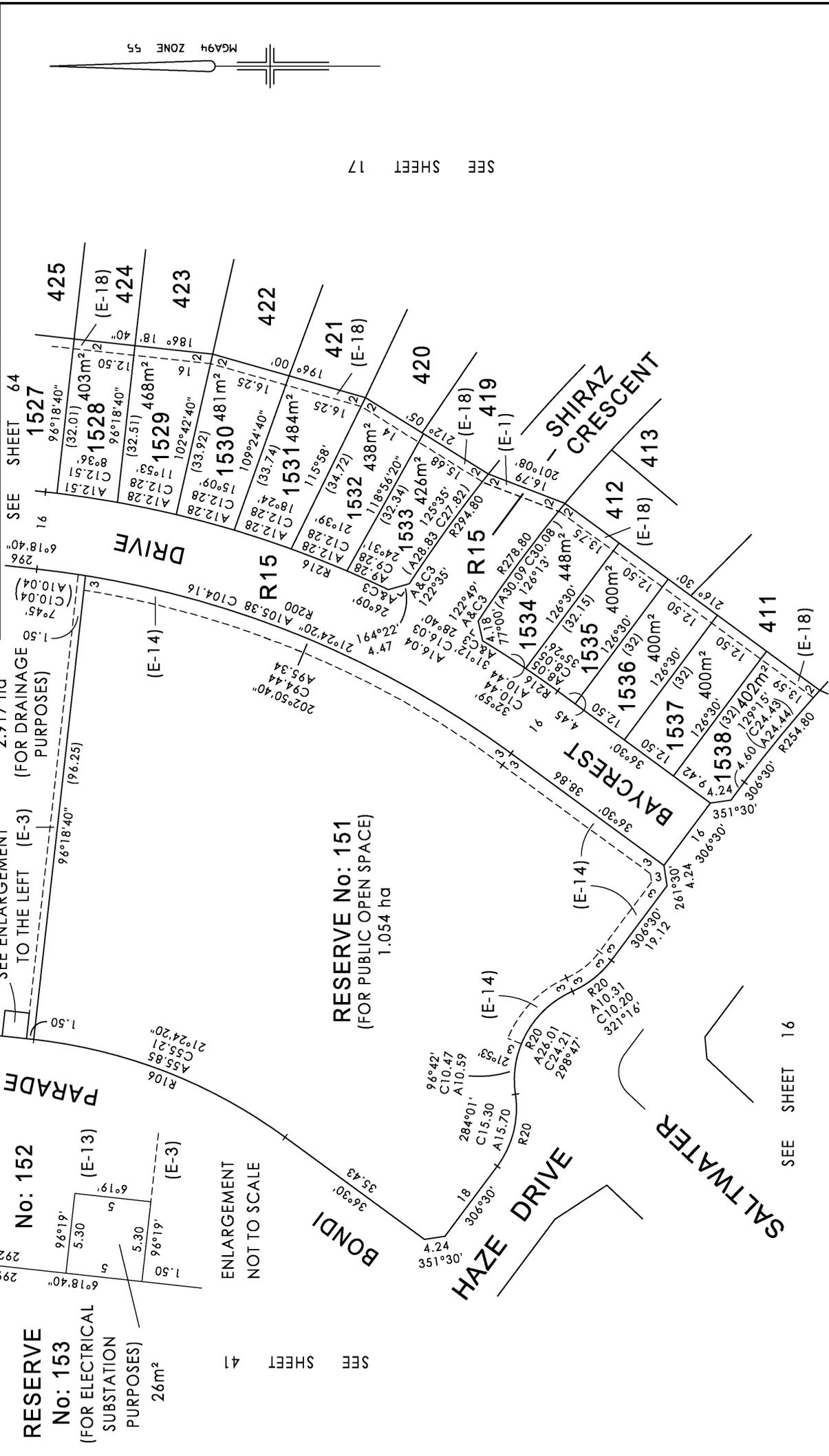
LENGTHS ARE IN METRES

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PLAN NUMBER
PS 611333Q

PLAN OF SUBDIVISION



SEE SHEET 17

SEE SHEET 64
1527

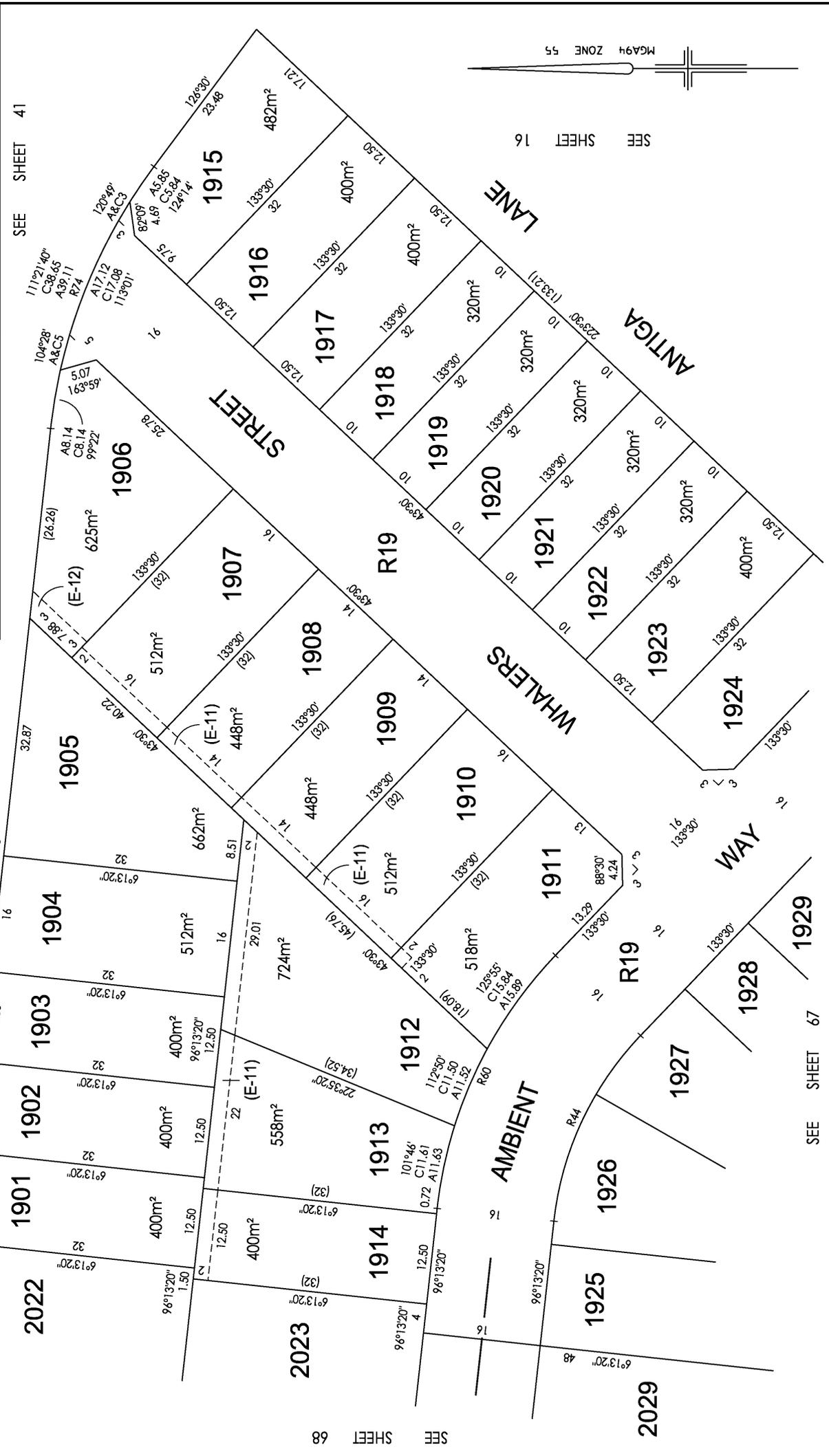
SEE SHEET 16

SEE SHEET 41

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	1:750
	LENGTHS ARE IN METRES 	
REF: 6847 LICENSED SURVEYOR: GLEN VILLELLA	VERSION: 32	SHEET 65

PLAN OF SUBDIVISION
PS 611333Q

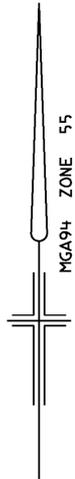
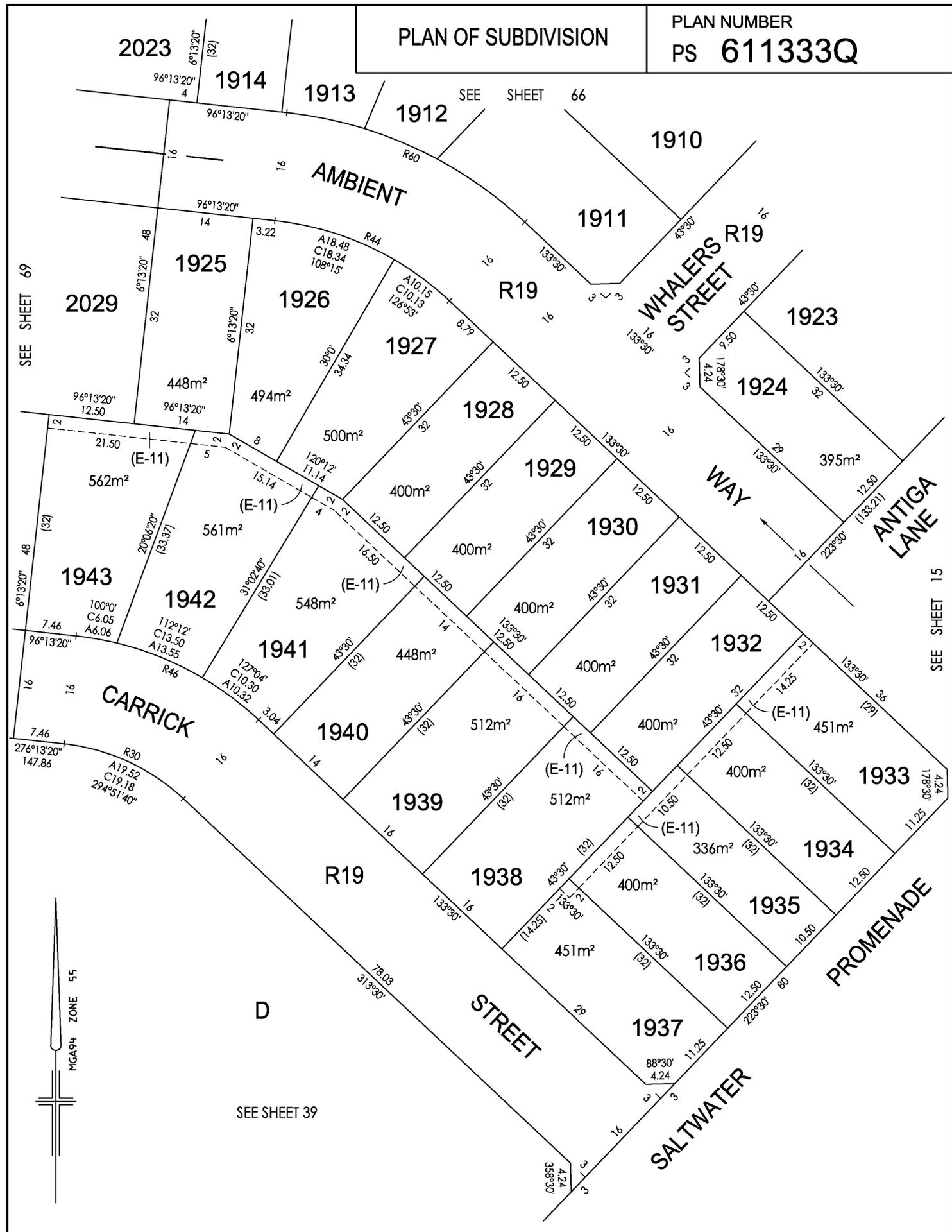
PLAN NUMBER
PS 611333Q



SEE SHEET 45	HAZE DRIVE	SEE SHEET 41
SEE SHEET 68	SEE SHEET 67	SEE SHEET 16
SCALE 1:500	VERSION: 32	ORIGINAL SHEET SIZE A3
SEE SHEET 68	LENGTHS ARE IN METRES	SHEET 66
Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	REF: 6847	LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

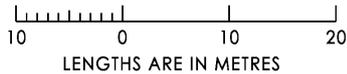
PLAN NUMBER
PS 611333Q



SEE SHEET 39

SCALE

1:500



ORIGINAL SHEET SIZE A3

SHEET 67

REF: 6847

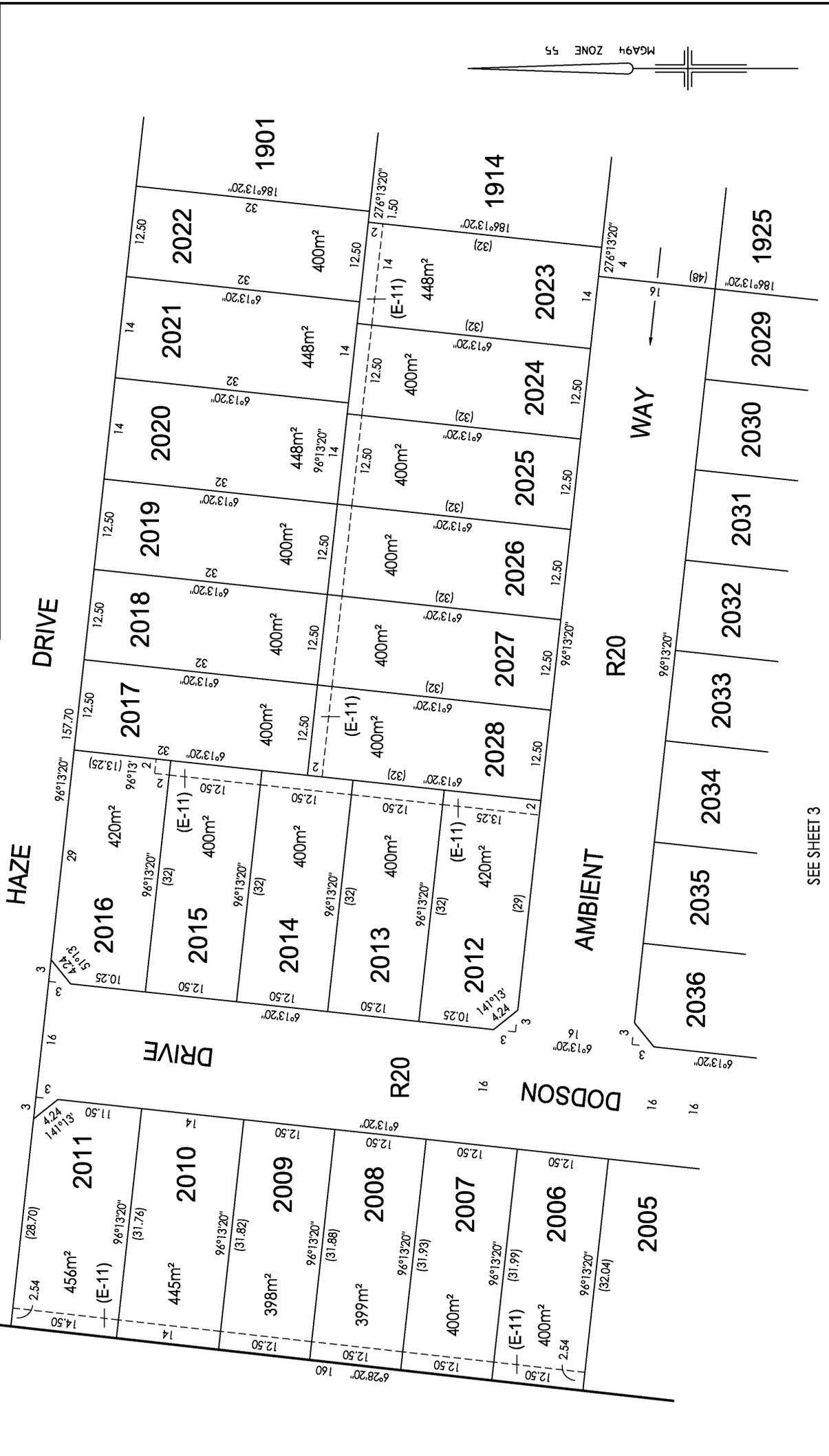
VERSION: 32



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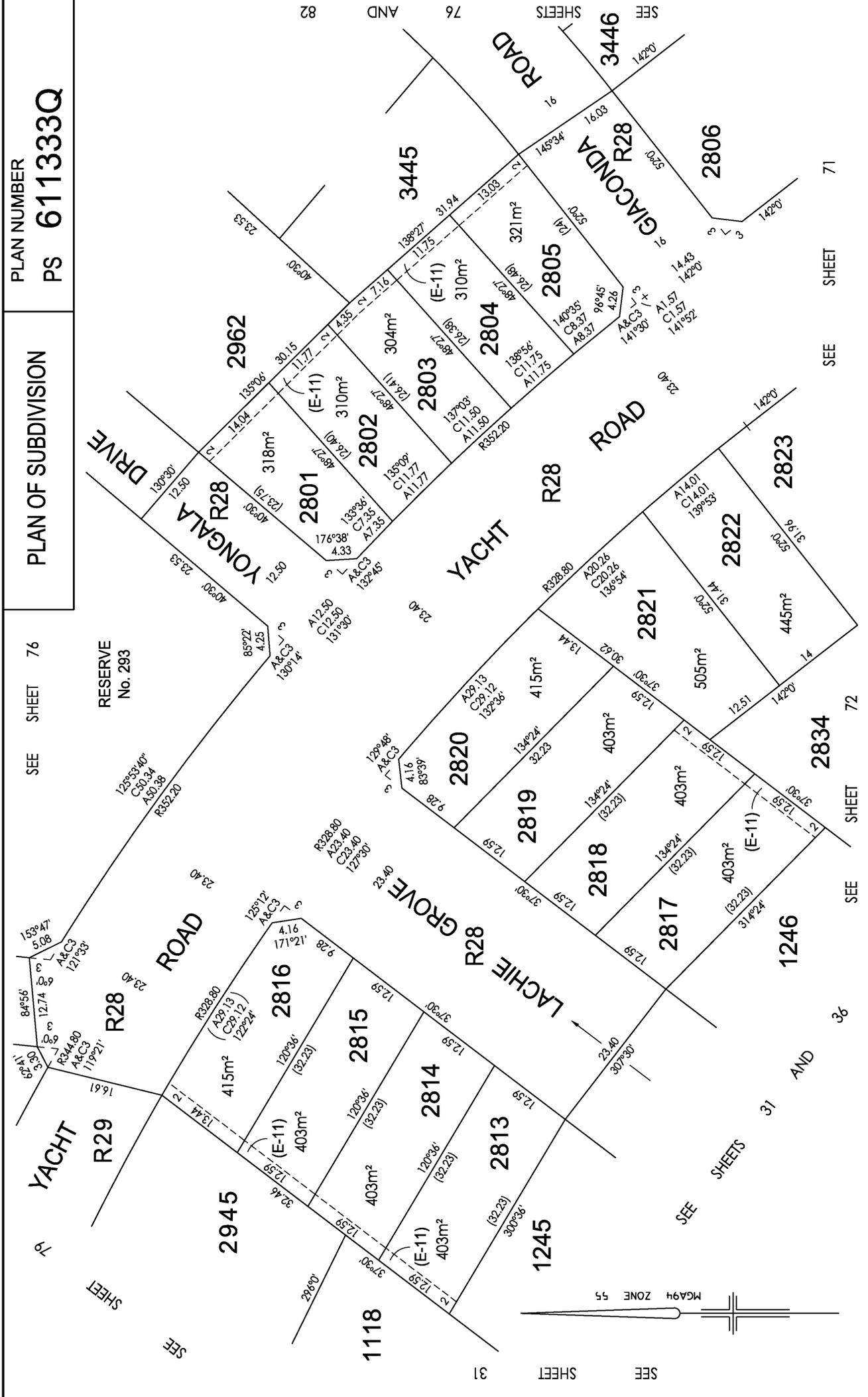
LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION
 PLAN NUMBER
PS 611333Q



SEE SHEET 3

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE 1:500	 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32	ORIGINAL SHEET SIZE A3	SHEET 68
			LICENSED SURVEYOR: GLEN VILLELLA			



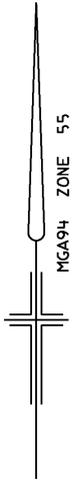
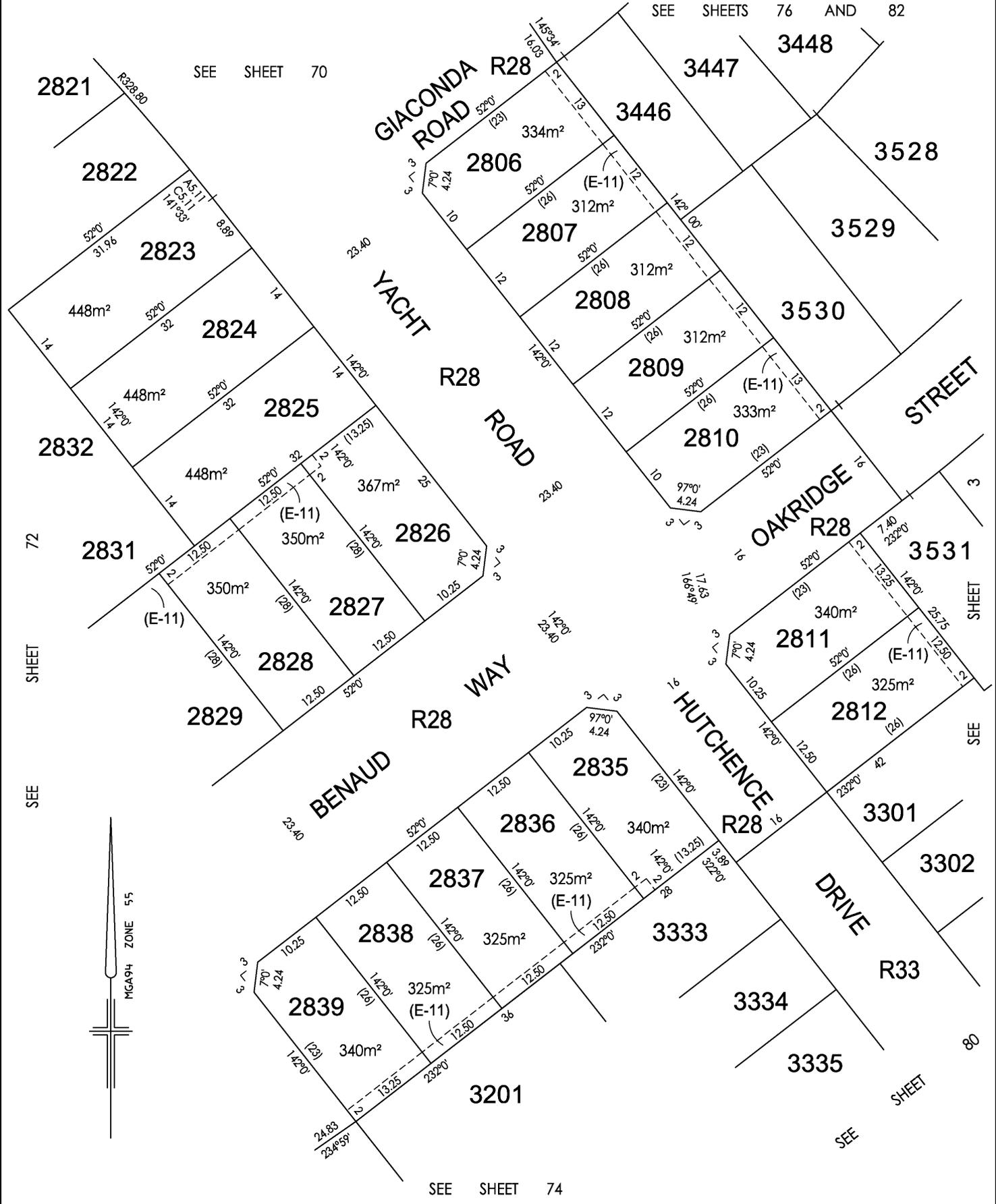
PLAN OF SUBDIVISION
 PLAN NUMBER
 PS 611333Q

SEE SHEET 76
 RESERVE No. 293
 SEE SHEET 71
 SEE SHEET 72
 SEE SHEET 73
 SEE SHEET 74
 SEE SHEET 75
 SEE SHEET 76
 SEE SHEET 77
 SEE SHEET 78
 SEE SHEET 79
 SEE SHEET 80
 SEE SHEET 81
 SEE SHEET 82

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	 LENGTHS ARE IN METRES	
REF: 6847	VERSION: 32	SHEET 70
LICENSED SURVEYOR: GLEN VILLELLA		

PLAN OF SUBDIVISION

PLAN NUMBER
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SCALE
1:500

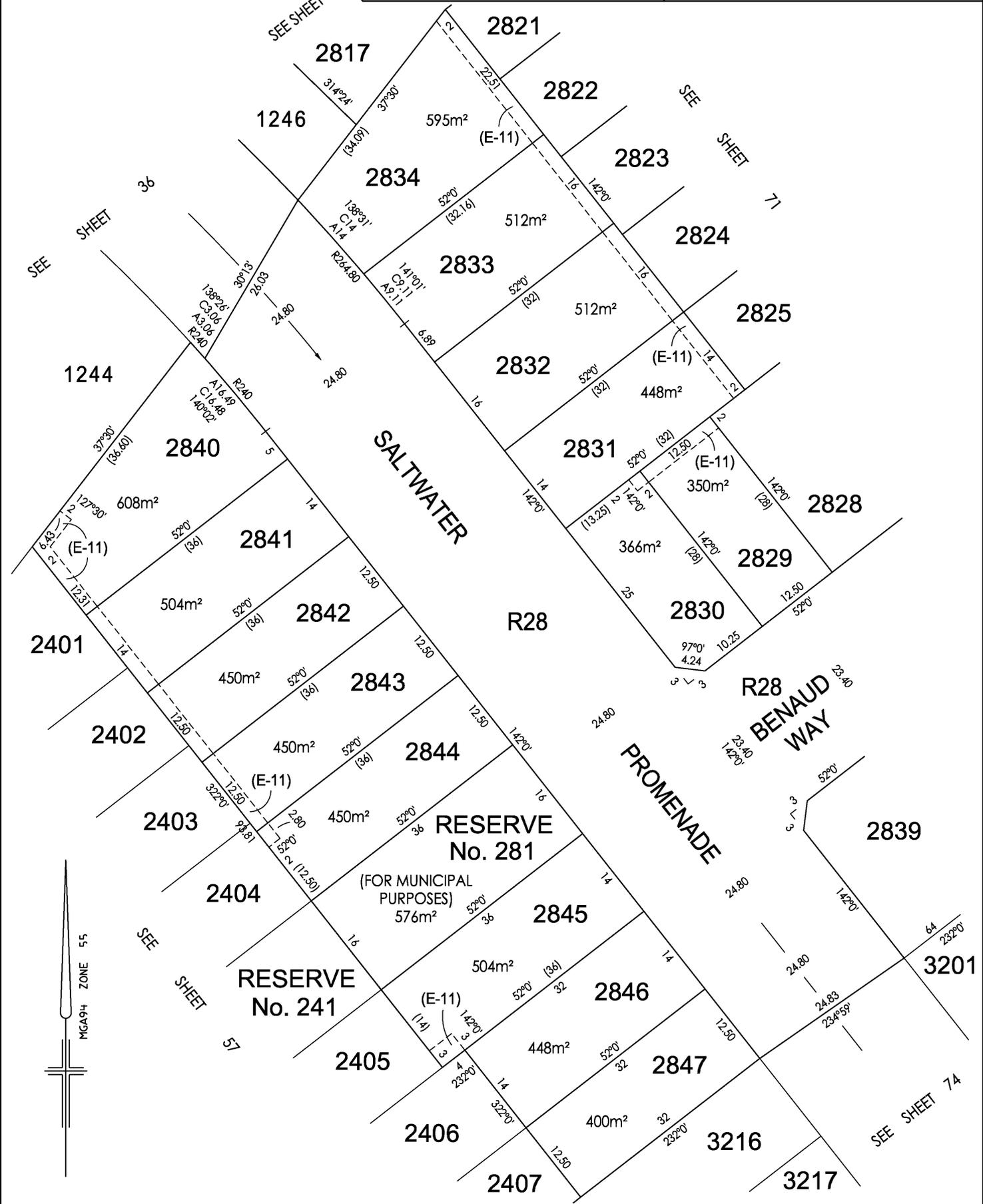
10 0 10 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3
SHEET 71
REF: 6847
VERSION: 32

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



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SCALE
1:500

10 0 10 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR: GLEN VILLELLA

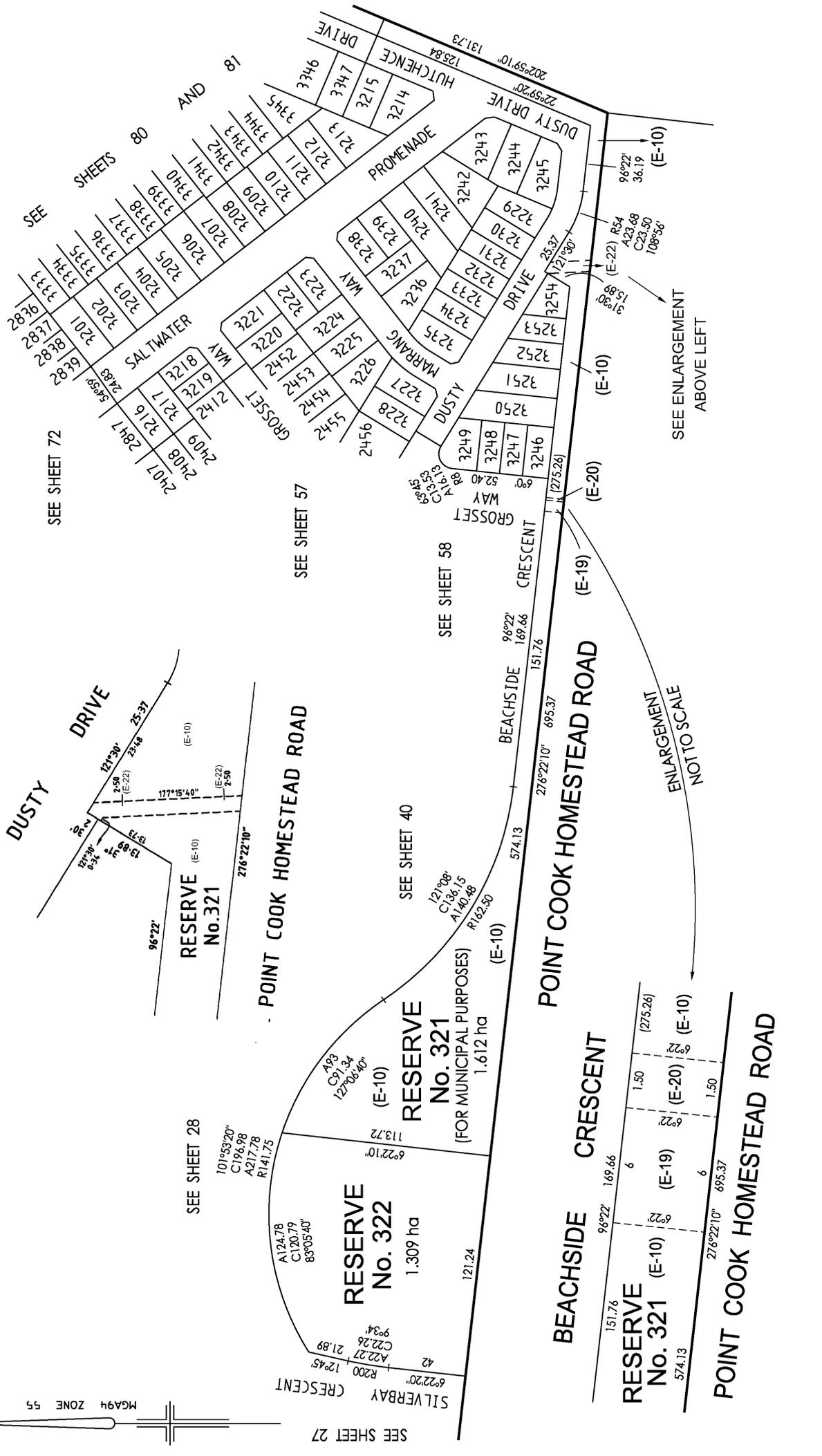
ORIGINAL SHEET SIZE A3
REF: 6847

SHEET 72
VERSION: 32

ENLARGEMENT
NOT TO SCALE

PLAN OF SUBDIVISION

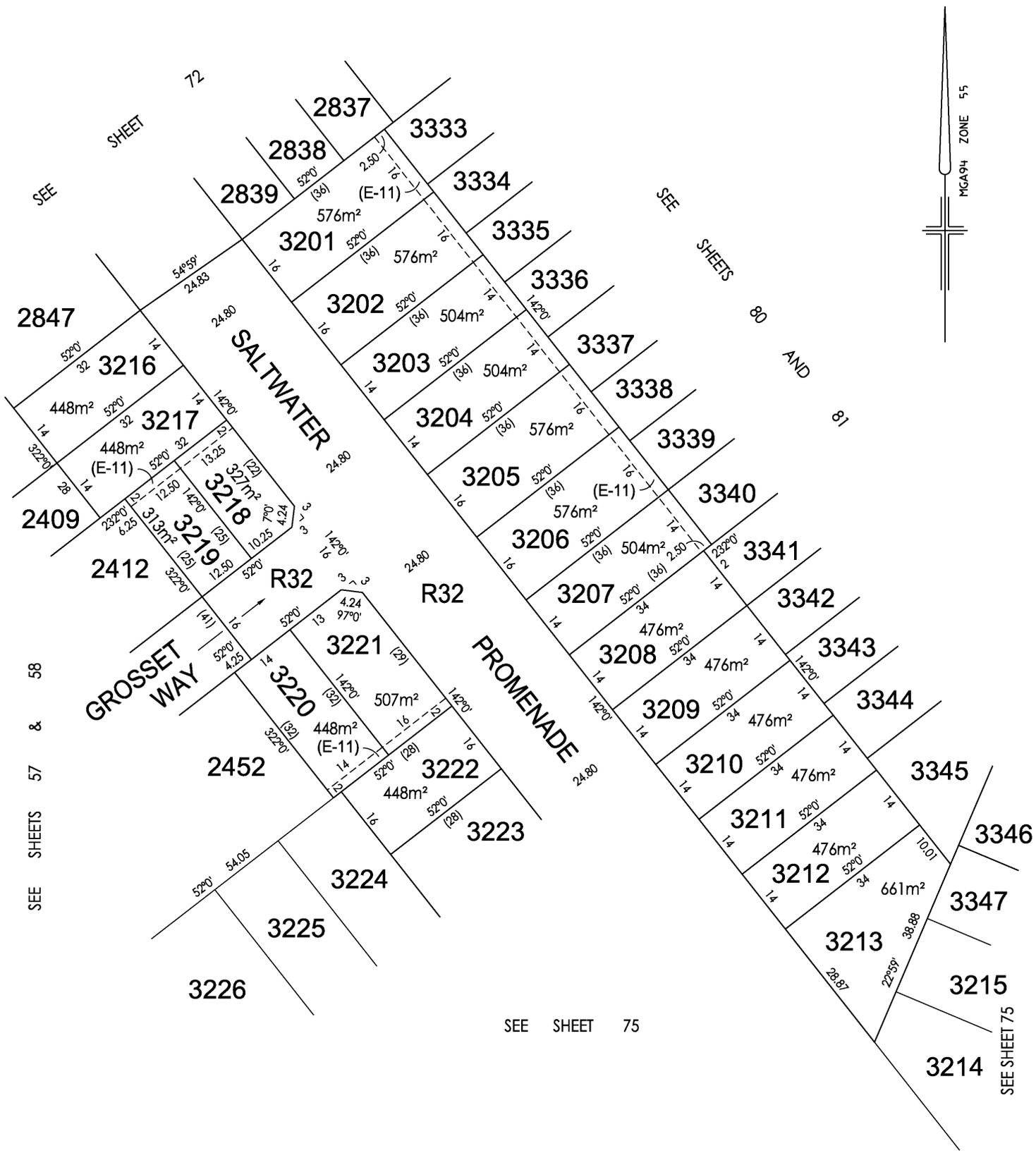
PLAN NUMBER
PS **611333Q**



<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE	1:2000
	<p>LENGTHS ARE IN METRES</p>	
<p>RESERVE No. 321 (E-10) 1.50 (E-19) 6.22 (E-20) 6.22 (E-10)</p> <p>RESERVE No. 321 (E-10) 1.50 (E-20) 6.22 (E-10)</p>	<p>ENLARGEMENT NOT TO SCALE</p>	<p>VERSION: 33</p>
<p>SEE SHEET 28</p> <p>SEE SHEET 27</p>	<p>SEE SHEET 40</p> <p>SEE SHEET 58</p> <p>SEE SHEET 57</p>	<p>REF: 6847</p>
<p>SEE SHEET 72</p>	<p>SEE SHEET 73</p>	<p>LICENSED SURVEYOR: GLEN VILLELLA</p>
<p>SEE SHEET 72</p>	<p>SEE SHEET 73</p>	<p>ORIGINAL SHEET SIZE A3</p>
<p>SEE SHEET 72</p>	<p>SEE SHEET 73</p>	<p>SHEET 73</p>

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



SEE SHEETS 57 & 58

SEE SHEETS 80 AND 81

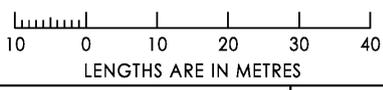
SEE SHEET 75

SEE SHEET 75



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www.bpd.com.au info@bpd.com.au

SCALE
1:750



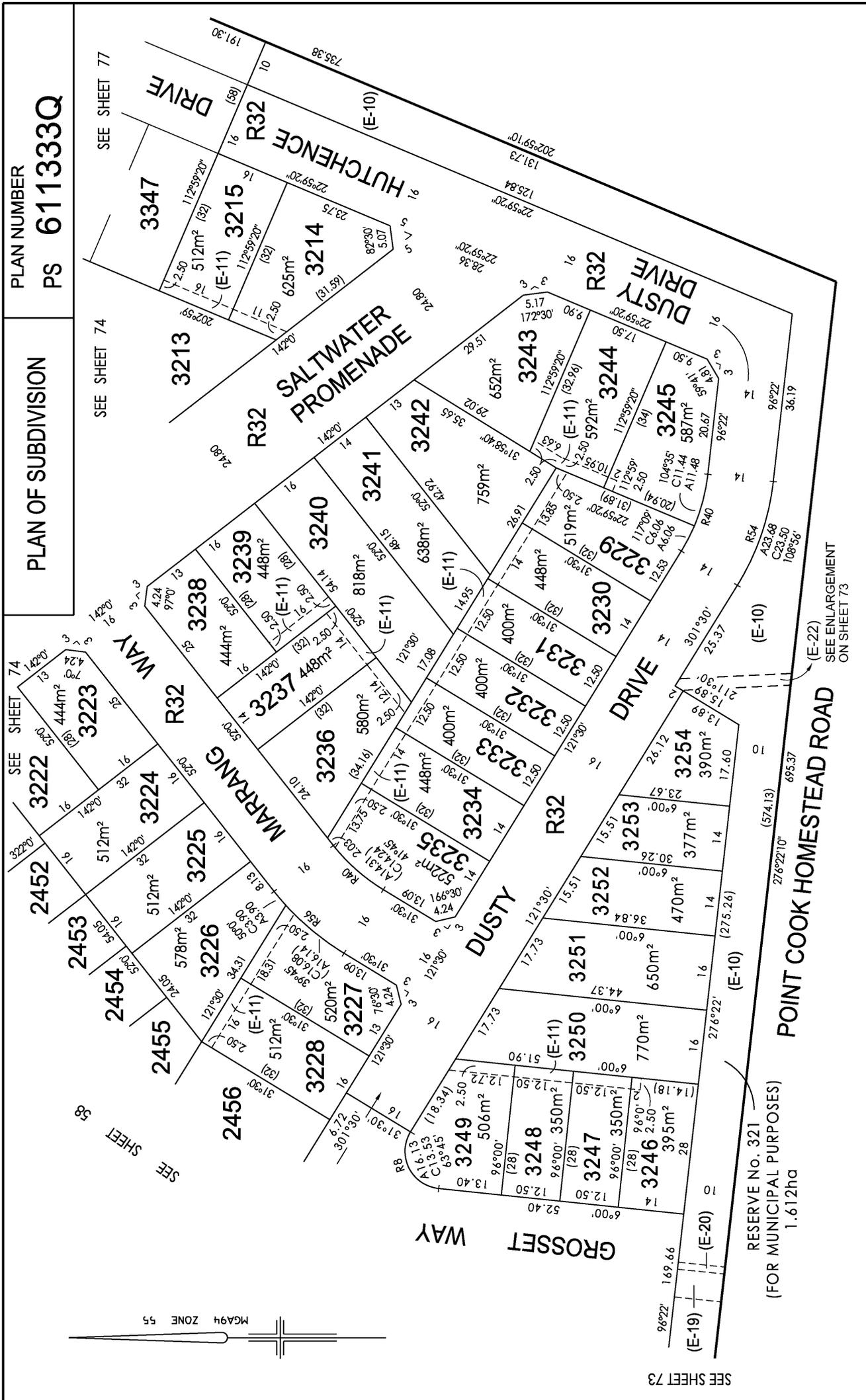
ORIGINAL SHEET SIZE A3

SHEET 74

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA



PLAN OF SUBDIVISION
 PS 611333Q

PLAN NUMBER
 PS 611333Q

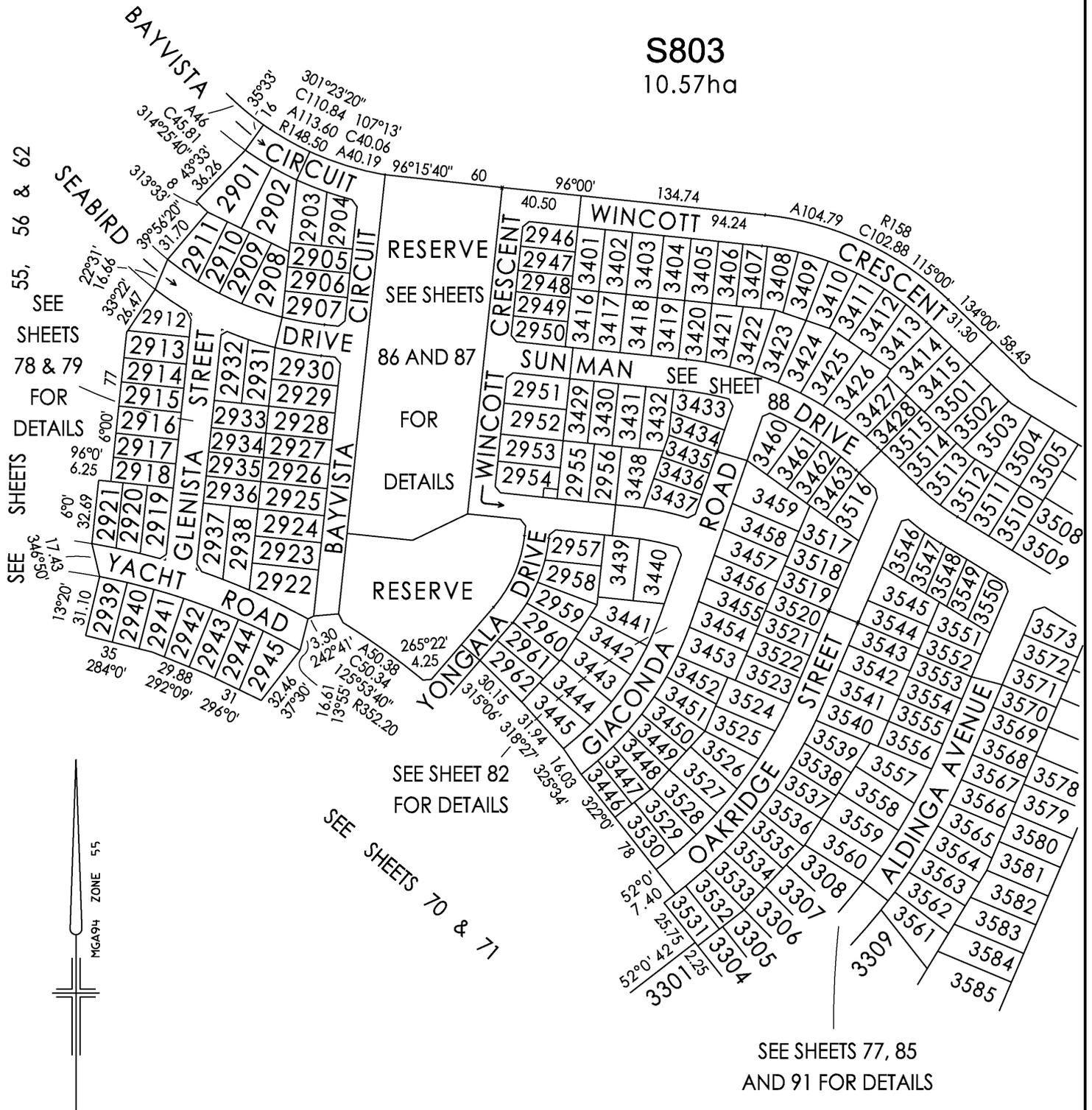
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE	1:750
	<p>LENGTHS ARE IN METRES</p> <p>0 10 20 30 40</p>	
REF: 6847	VERSION: 32	SHEET 75
LICENSED SURVEYOR: GLEN VILLELLA	ORIGINAL SHEET SIZE A3	SHEET 75

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

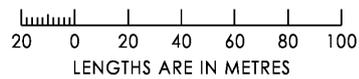
SEE SHEET 8

S803
10.57ha



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SCALE
1:2000



ORIGINAL SHEET SIZE A3
REF: 6847

SHEET 76
VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

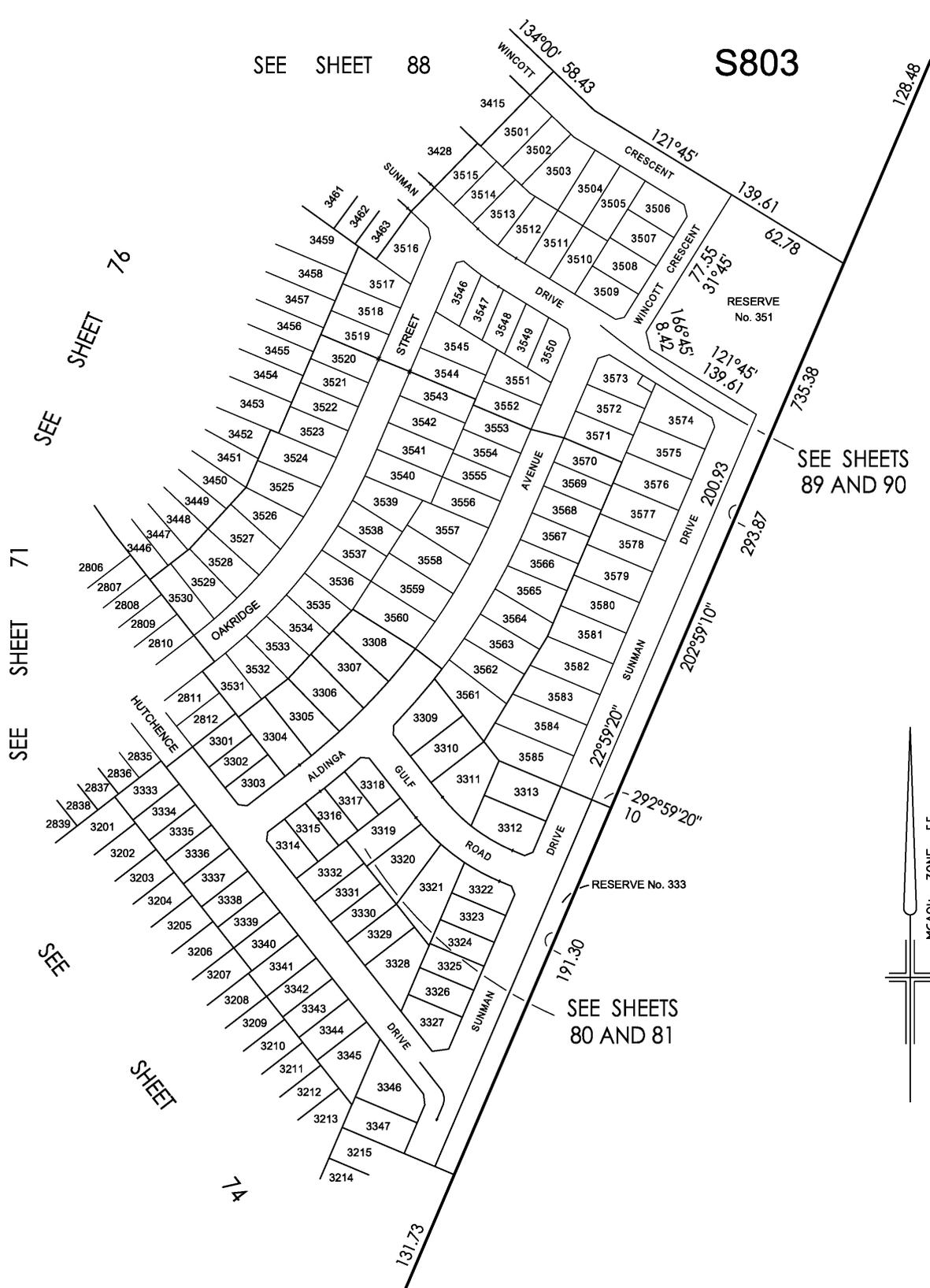
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SEE SHEET 4

SEE SHEET 88

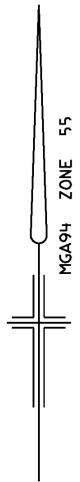
S803



SEE SHEET 76
SEE SHEET 71
SEE SHEET 74

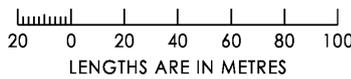
SEE SHEETS 89 AND 90

SEE SHEETS 80 AND 81



SCALE

1:2000



ORIGINAL SHEET SIZE A3

SHEET 77

REF: 6847

VERSION: 32



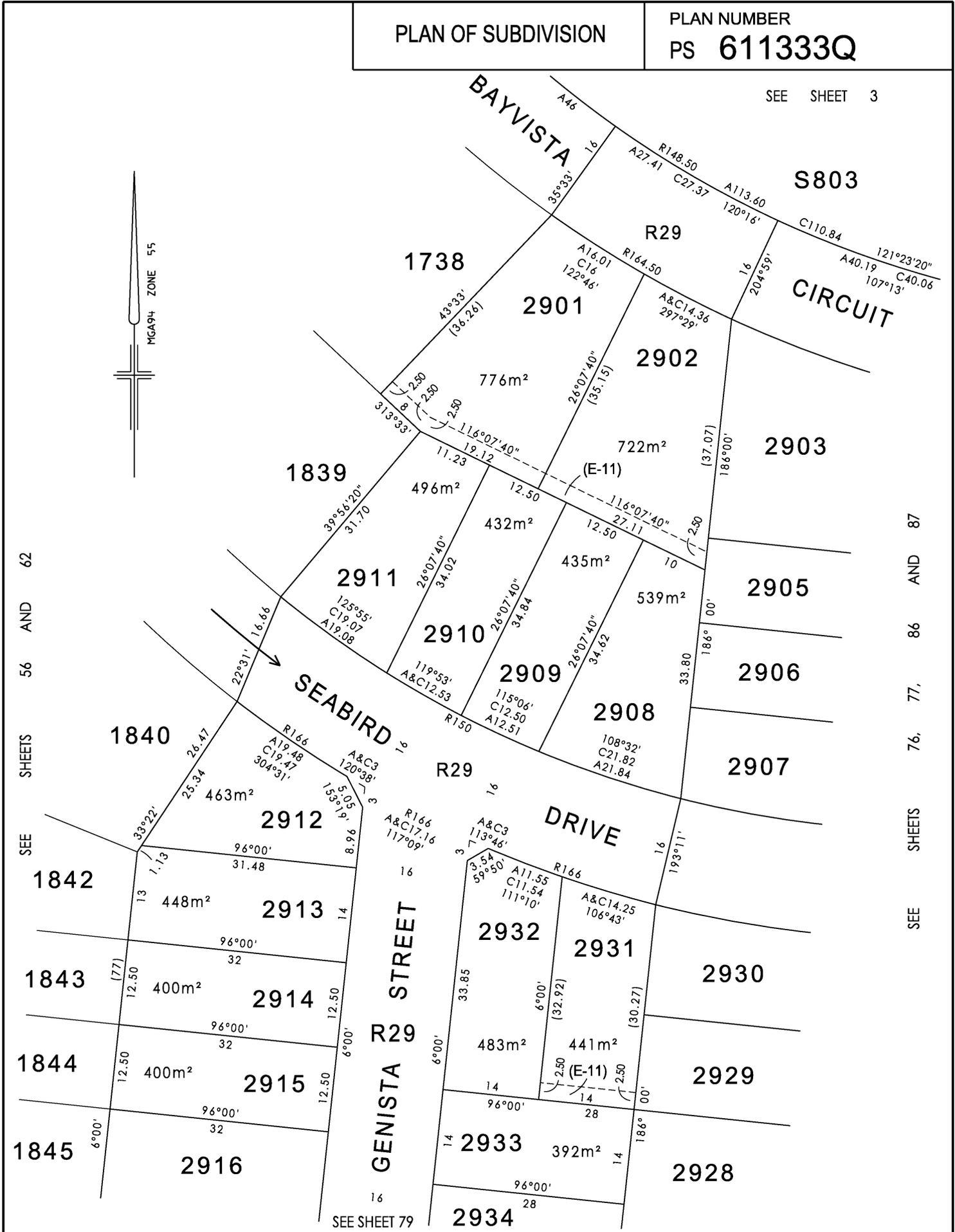
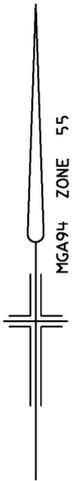
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LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SEE SHEET 3



SEE SHEETS 56 AND 62

SEE SHEETS 76, 77, 86 AND 87

SEE SHEET 79



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SCALE
1:500



LENGTHS ARE IN METRES

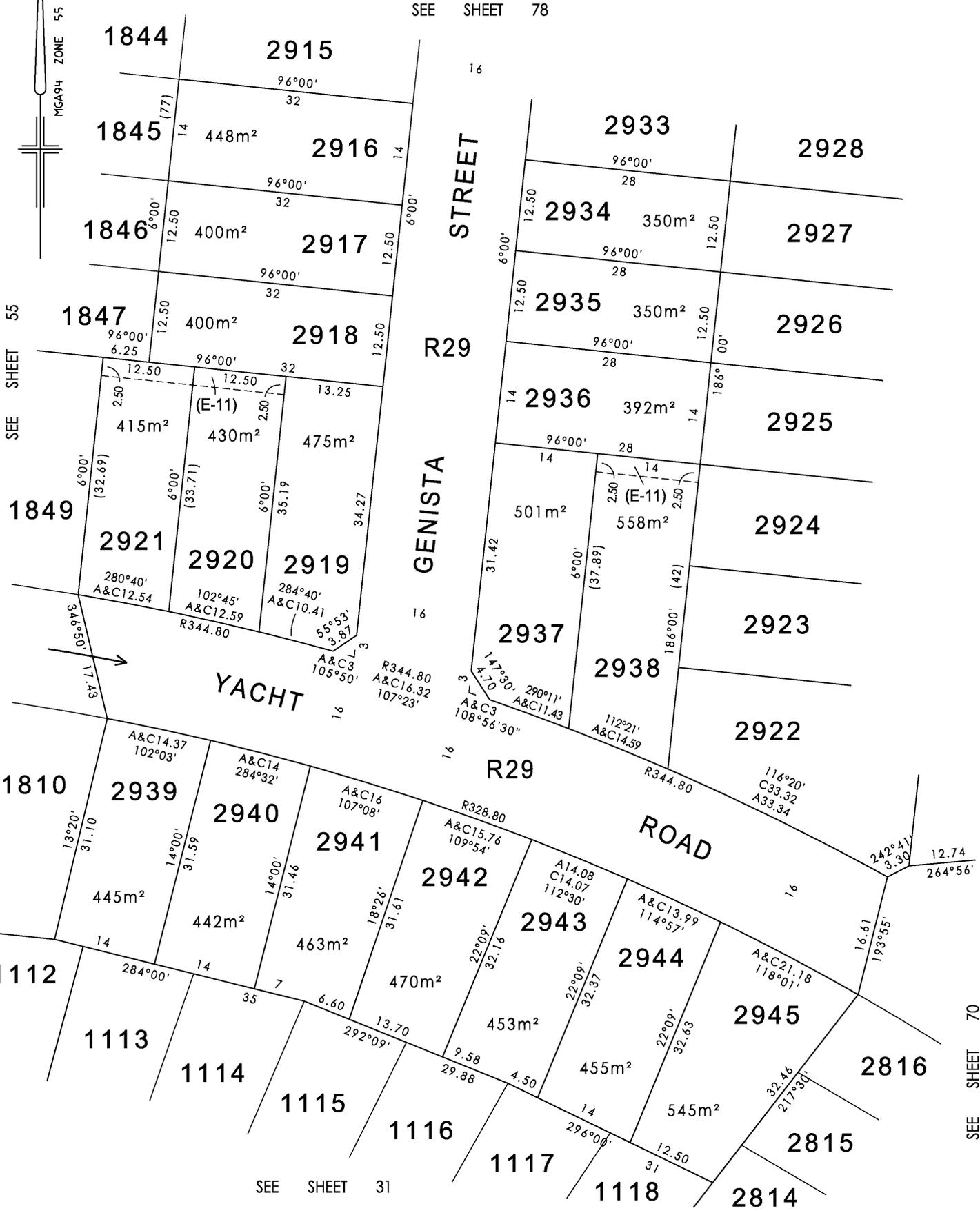
LICENSED SURVEYOR: GLEN VILLELLA

ORIGINAL SHEET SIZE A3	SHEET 78
REF: 6847	VERSION: 32

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SEE SHEET 78



SEE SHEET 55

SEE SHEET 70

SEE SHEET 31



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SCALE
 1:500



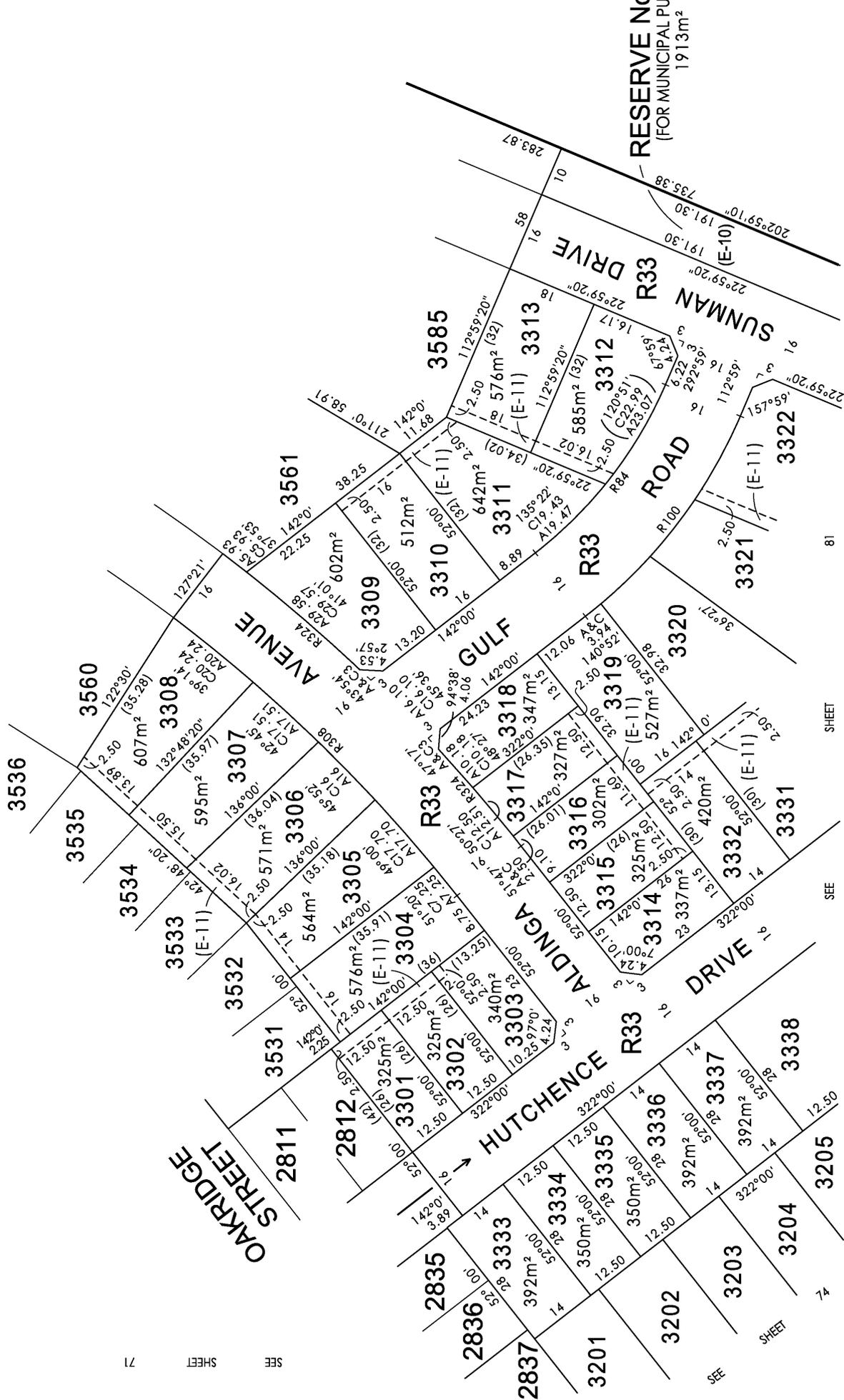
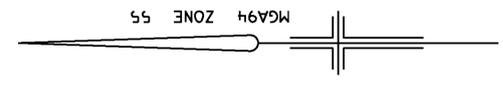
ORIGINAL SHEET SIZE A3
 REF: 6847

SHEET 79
 VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION
PS 611333Q

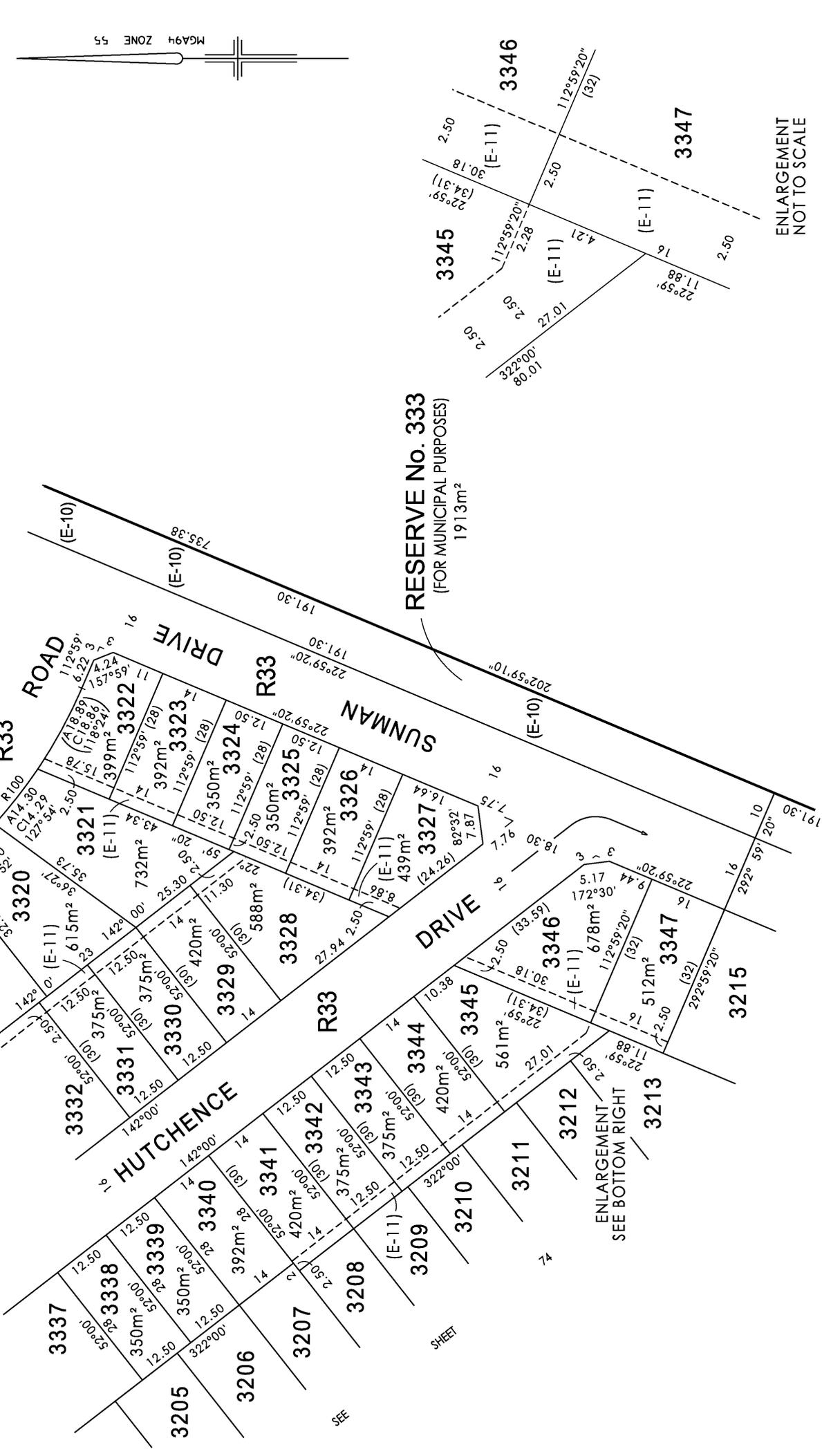
PLAN NUMBER
PS 611333Q



 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	1:750	SEE	81	SHEET	80
	SCALE 1:750 LENGTHS ARE IN METRES 0 10 20 30 40	SCALE 1:750	SEE 81	SHEET 81	VERSION: 32	ORIGINAL SHEET SIZE A3
REF: 6847		LICENSED SURVEYOR: GLEN VILLELLA				

PLAN OF SUBDIVISION
 PLAN NUMBER
PS 611333Q

SEE SHEET 80
 SEE SHEET



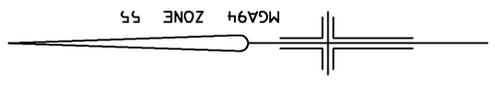
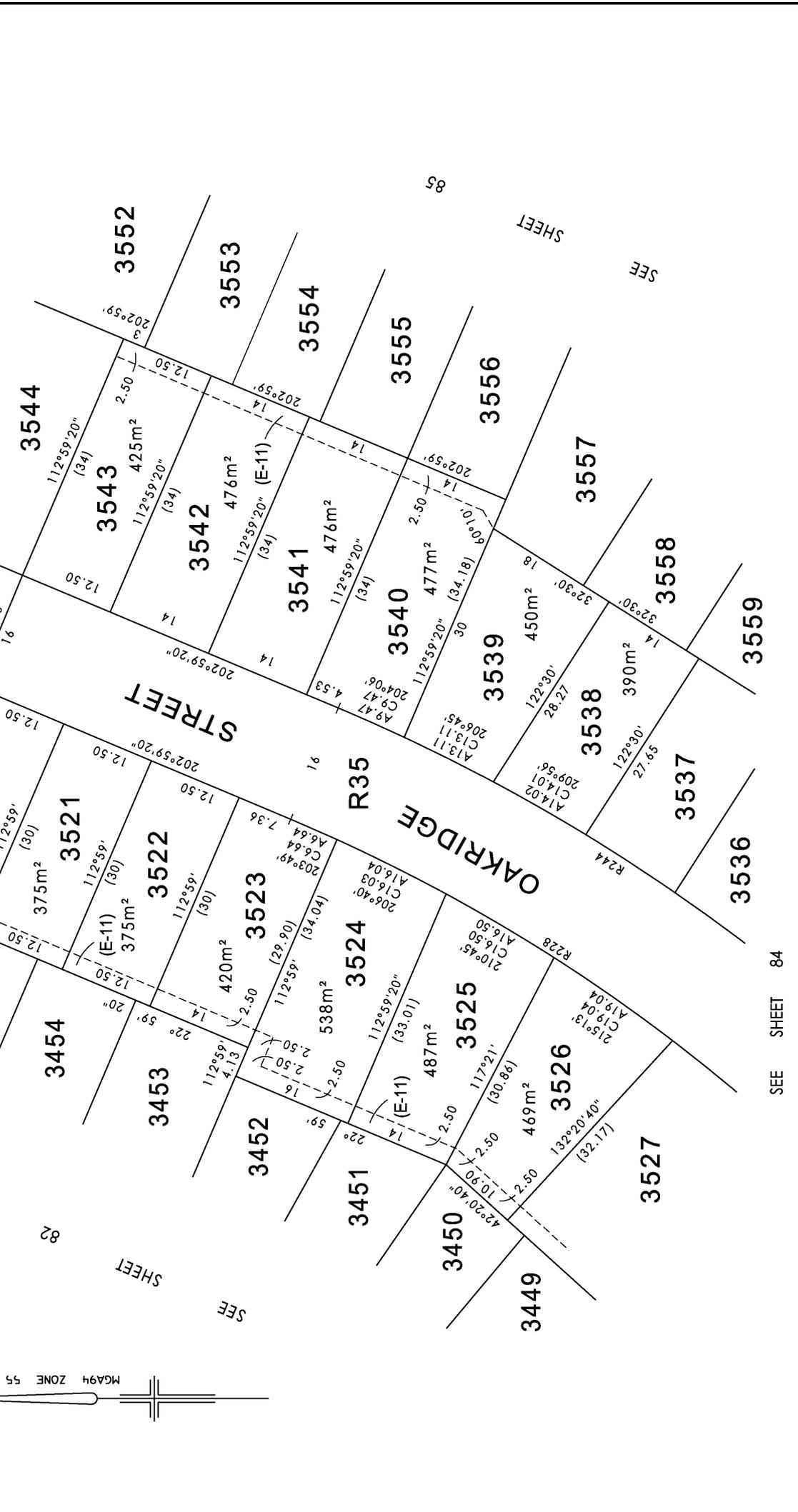
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	1:750	REF: 6847 VERSION: 32 LICENSED SURVEYOR: GLEN VILLELLA	ORIGINAL SHEET SIZE A3	SHEET 81
	LENGTHS ARE IN METRES 				

PLAN OF SUBDIVISION
PS 611333Q

PLAN NUMBER
PS 611333Q

SEE SHEET 89

SEE SHEET 84



SCALE
1:500

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REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

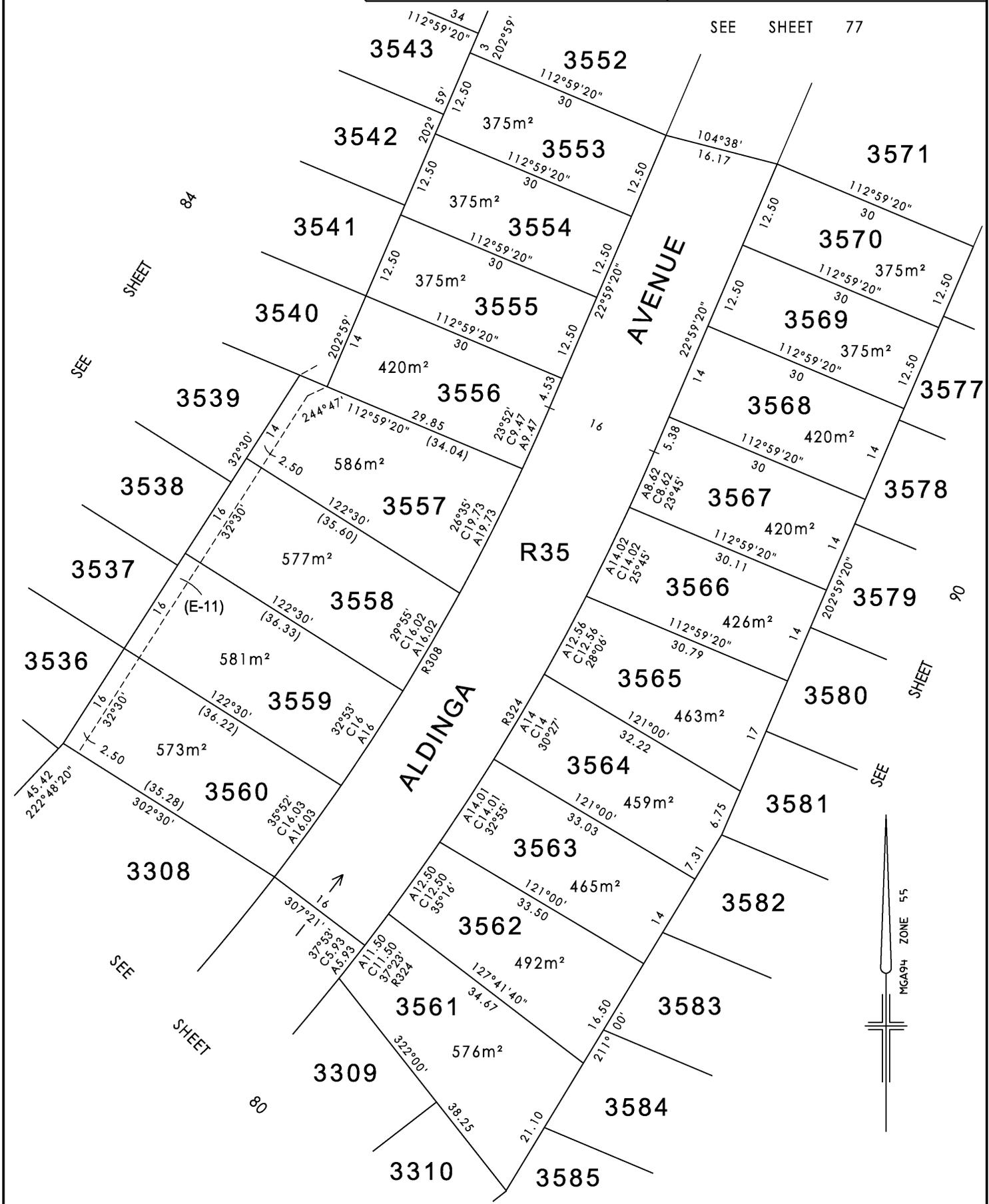
ORIGINAL SHEET SIZE A3

SHEET 83

PLAN OF SUBDIVISION

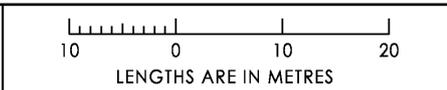
PLAN NUMBER
PS 611333Q

SEE SHEET 77



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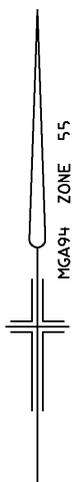
SCALE
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ORIGINAL SHEET SIZE A3
REF: 6847

SHEET 85
VERSION: 32

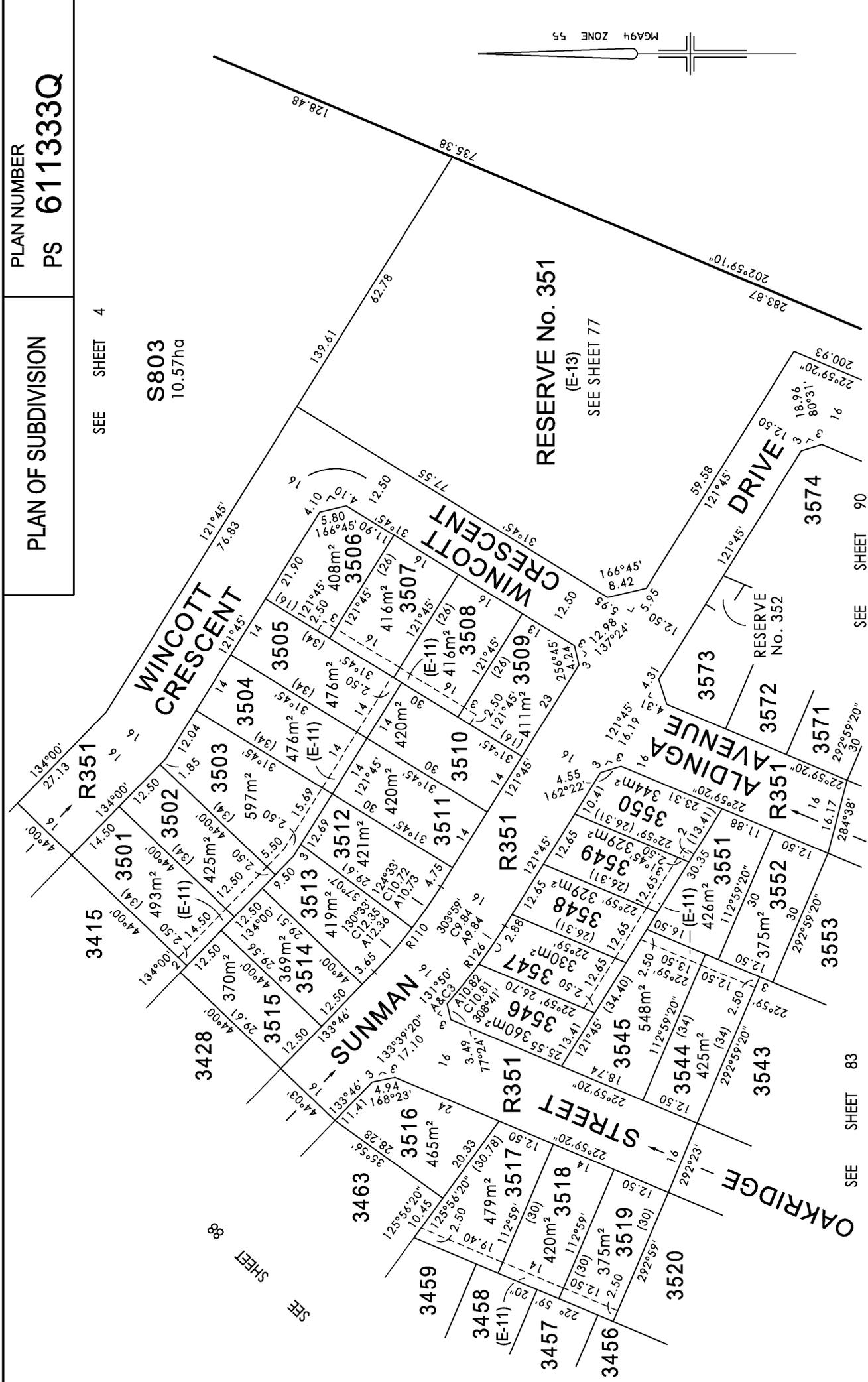
LICENSED SURVEYOR: GLEN VILLELLA



PLAN OF SUBDIVISION
PLAN NUMBER
PS 611333Q

SEE SHEET 4

S803
10.57ha



RESERVE No. 351
(E-13)
SEE SHEET 77

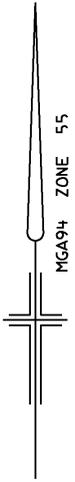
SEE SHEET 88

SEE SHEET 83

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE 1:750	 LENGTHS ARE IN METRES	REF: 6847	VERSION: 32	ORIGINAL SHEET SIZE A3	SHEET 89
			LICENSED SURVEYOR: GLEN VILLELLA			

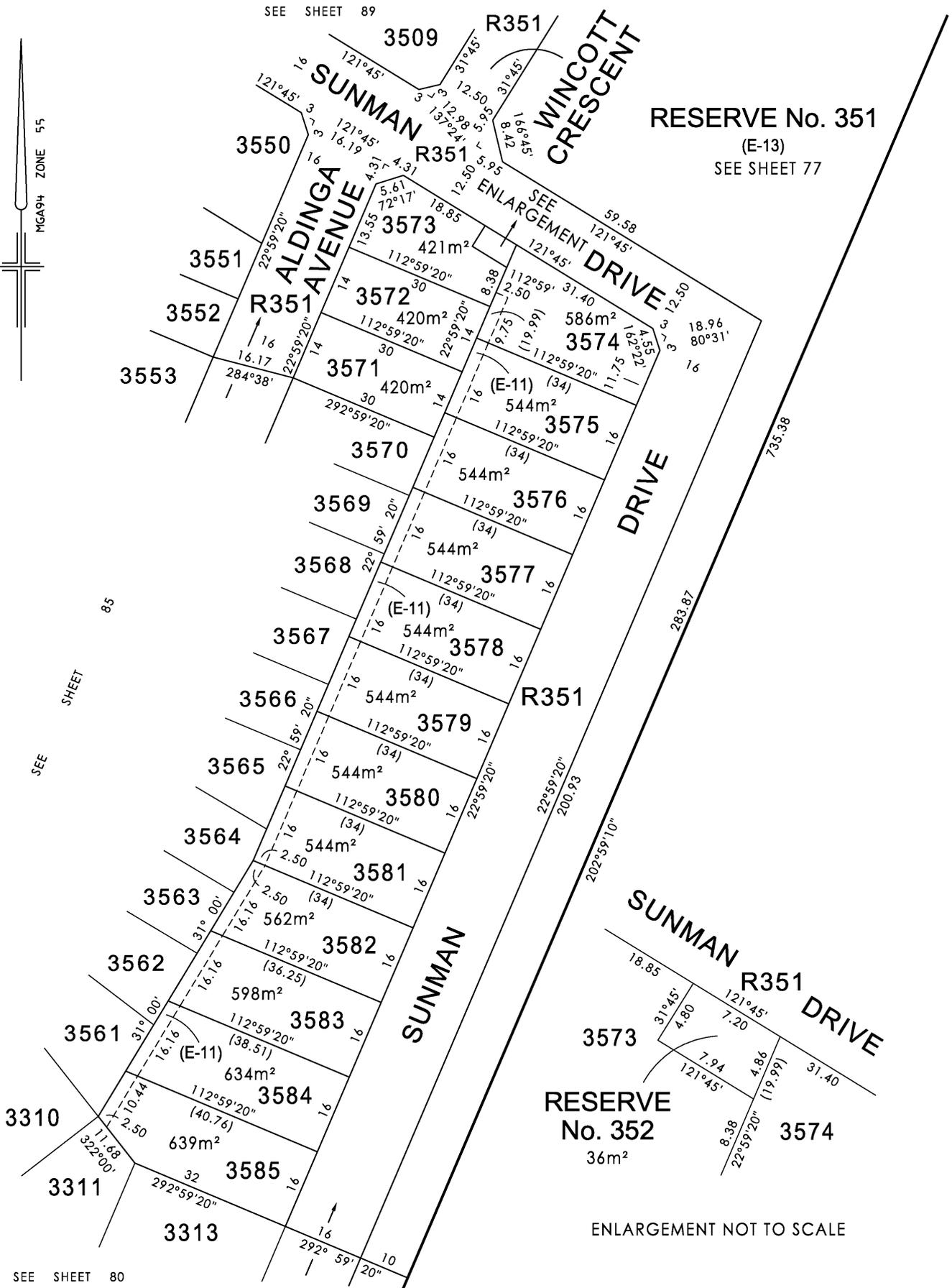
PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q



SEE SHEET 89

RESERVE No. 351
(E-13)
SEE SHEET 77



SEE SHEET 85

SEE SHEET 80

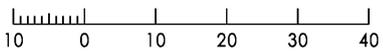
ENLARGEMENT NOT TO SCALE



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SCALE

1:750



LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 90

REF: 6847

VERSION: 32

LICENSED SURVEYOR: GLEN VILLELLA

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 761 to 766 (both incl).

Land to be burdened : Lots 761 to 766 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 72. (See Instrument No. PS611333Q/S72)
2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1487.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 808 to 813 (both incl) & 836 to 841 (both incl).

Land to be burdened : Lots 808 to 813 (both incl) & 836 to 841 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 8. (See Instrument No. PS611333Q/S8).
2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1487.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

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	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847	VERSION: 32

PLAN OF SUBDIVISION	PLAN NUMBER PS 611333Q
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SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 901 to 913 (both incl).

Land to be burdened : Lots 901 to 913 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 9. (See Instrument No.PS611333Q/S9).
2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1487.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 1026 to 1037 (both incl).

Land to be burdened : Lots 1026 to 1037 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 10. (See Instrument No. PS611333Q/S10).
2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1487.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

 <p> Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au </p>	SCALE		ORIGINAL SHEET SIZE A3	SHEET 92
	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847	VERSION: 32

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 1201 to 1206 (both incl) and Lots 1220 to 1223 (both incl).

Land to be burdened : Lots 1201 to 1206 (both incl) and Lots 1220 to 1223 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 12.
2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1835.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 1301 to 1303 (both incl) and 1342 to 1347 (both incl).

Land to be burdened : Lots 1301 to 1303 (both incl) and 1342 to 1347 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 13. (See Instrument No. PS611333Q/S13).
2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1835.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

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	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847	VERSION: 32

PLAN OF SUBDIVISION

PLAN NUMBER
PS 611333Q

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 1224 to 1226 (both incl) and Lots 1239 to 1243 (both incl).

Land to be burdened : Lots 1224 to 1226 (both incl) and Lots 1239 to 1243 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 121.
2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1835.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

Description of Restriction:

Land to benefit : Lots 2113 to 2120 (both incl) and Lots 2129 to 2134 (both incl).

Land to be burdened : Lots 2114 to 2119 (both incl).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority.

1. - Construct or permit to be constructed any building outside the area shown hatched as described within Instrument Number PS:611333Q Stage 21.
2. - Construct or permit to be constructed any building that conflicts with the guidelines defined in mcp AA1835.

This restriction will sunset and cease to apply 5 years after the registration of this plan or 1 year after the Certificate of Occupancy for any dwelling on any of the burdened lots, which ever comes first.

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	LICENSED SURVEYOR: GLEN VILLELLA		REF: 6847 VERSION: 32	

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY ON THIS PLAN BEING VOL 11194 FOL 172

MASTER PLAN (STAGE 1) REGISTERED DATE 30/3/10 TIME 1.59PM

PLAN NUMBER

PS611333Q

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S2	LOTS 201 - 270 & ROAD R2	STAGE PLAN	PS611333Q/S2	16/4/10	2	R McBAIN
S4	LOTS 401 - 456, ROAD R4 & RESERVE No: 41-43	STAGE PLAN	PS611333Q/S4	16/4/10	2	R McBAIN
S3	LOTS 301 - 359, ROAD R3 & RESERVE No.31	STAGE PLAN	PS611333Q/S3	25/05/10	3	GMR
LOT S5	LOTS 501 TO 548 (B.I.) LOTS S6 TO S11 (B.I.) S13, S14, S16, S17, S18, S21 & S22, ROAD R5 & RESERVES 51 TO 54 (B.I.)	STAGE PLAN	PS611333Q/S5	3/6/10	4	R.W.G.
LOT S6	LOTS 601 - 660, ROAD R6 & RESERVE No. 61	STAGE PLAN	PS611333Q/S6	13/7/10	5	H.Y.
LOT S10	LOTS 1001-1051 ,ROAD R10 AND RESERVE NO 101	STAGE PLAN	PS611333Q/S10	22/10/10	6	M.H.
LOT S9	LOTS 901 TO 940 (B.I.), ROAD R9 & RESERVES 91 TO 94 (B.I.)	STAGE PLAN	PS611333Q/S9	20/12/10	7	LJW
LOT 1001		RECTIFICATION	AH738107J	21/1/11	8	MAB
LOT S7	LOTS 704 TO 709, 719 TO 726, 734 TO 743, 751 TO 754, 767, S72 AND ROAD R71 AND RESERVE NO. 71	STAGE PLAN	PS611333Q/S7	6/5/11	9	ARC
LOT S72	LOTS 701 TO 703, 710 TO 718, 727 TO 733, 744 TO 750, 755 TO 766, ROAD R72 AND RESERVE NO. 72 TO 75	STAGE PLAN	PS611333Q/S72	19/05/11	10	R McBAIN
Lot S8	Lots 801 - 855 and Road R8	Stage Plan	PS611333Q/S8	23/5/11	11	RGM
		RECTIFICATION PLAN AMEND	AJ210785N	22/9/11	12	M.M.C.
LOT S16	LOTS 1601 TO 1606 (B.I.), 1625 TO 1635 (B.I.), 1658 TO 1679 (B.I.) & S-162 & ROAD R16	STAGE PLAN	PS611333Q/S16	5/10/11	13	GV
LOT S162	LOTS 1607 TO 1624 LOTS 1636 TO 1657 ROAD R162	STAGE PLAN	PS611333Q/S162	1/12/2011	14	A.R.T.
LOT S11	LOTS 1101 TO 1125, A, B, RESERVES 111 & 112 & ROAD R11	STAGE PLAN	PS611333Q/S11	5/6/12	15	ARC
LOT S40	LOTS S12, S15, S23, S24, S41, S132, S271, S272 & RESERVE No. 401	STAGE PLAN	PS611333Q/S40	5/6/12	15	ARC

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS611333Q

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S132	LOTS 1301 TO 1310, 1335 TO 1354, 1364 TO 1374, S131 AND ROAD R13	STAGE PLAN	PS611333Q/S13	5/6/12	15	ARC
	ROAD R40	RECTIFICATION: AMEND VESTING TABLE ON PLAN	AJ834382G	3/08/12	16	M.M.C
LOT S41	LOTS C & D, ROAD R41	STAGE PLAN	PS611333Q/S41	3/08/12	16	M.M.C.
LOT S272		RECTIFICATION: AMEND LOT NUMBER ON PLAN	AJ862420S	17/08/12	17	M.M.C.
LOT S272	LOT S27 & R272	STAGE PLAN	PS611333Q/S272	12/2/13	18	H.L.
LOT S131	LOTS 1311 to 1334, 1355 to 1363 & 1375 to 1380, RES 131 to 134 & ROAD R131	STAGE PLAN	PS611333Q/S131	28/2/13	19	SN
LOT 27	LOTS 2701-2709(B.I.),2740-2758(B.I.),S273, R27	STAGE PLAN	PS611333Q/S27	22/4/13	20	H.L.
LOT S24	LOTS S25, S26, S191, S261, S64 & S265	STAGE PLAN	PS611333Q/S24	27/5/14	21	A.J.CA
LOT S14	LOTS 1401-1452, R14, RES 141	STAGE PLAN	PS611333Q/S14	27/05/14	21	A.J.CA
LOT S12 AND LOT A	LOTS 1201 TO 1206, 1209 TO 1223, F, S122, RESERVE 121 AND ROAD R12	STAGE PLAN	PS611333Q/S12	08/12/14	22	ARC
LOTS S23 & F	LOTS 2301-2351,S232 & R23	STAGE PLAN	PS611333Q/S23	27/01/15	23	GV
LOTS B & S122	LOTS 1224 - 1226, LOTS 1230 - 1246 & ROAD R121	STAGE PLAN	PS611333Q/S121	20/ 4 / 15	24	SB
LOT S26	LOTS 2620 TO 2643, S262 AND ROAD R26	STAGE PLAN	PS611333Q/S26	27/05/15	25	ARC
LOTS S271 & S273	LOTS 2710-2716, 2732-2739, 2759-2763, M, S274 & ROAD R273	STAGE PLAN	PS611333Q/S273	01/06/15	26	ARC
LOTS S25 & S264	LOTS 2501-2555, N, V, S30, S31 & ROAD R25	STAGE PLAN	PS611333Q/S25	2/06/15	26	ARC
LOT S262	LOTS 2601 TO 2619	STAGE PLAN	PS611333Q/S262	05/06/15	27	ARC
LOT S30	LOTS 3001-3057, RES. 30, ROAD R30	STAGE PLAN	PS611333Q/S30	21/10/15	28	D.P.

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS611333Q

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S265 & S274	LOTS 2717-2731, LOTS 2764-2771, LOT T, LOT U, LOT S266, ROAD R271	STAGE PLAN	PS611333Q/S271	17/11/15	29	FF
LOT S31	LOTS 3101 TO 3166 AND ROAD R31	STAGE PLAN	PS611333Q/S31	25/11/15	30	ARC
LOT S21	LOTS 2101 TO 2138,2148 TO 2154 AND ROAD R21	STAGE PLAN	PS611333Q/S21	23/05/16	31	M.H.
LOTS S212	LOTS 2139 TO 2147	STAGE PLAN	PS611333Q/S212	23/05/16	31	M.H
		RECTIFICATION	AM808536C	26/05/16	32	M.H
LOT S22	LOTS 2201-2213, 2225-2228, 2248-2256, S221, ROAD R22 AND RESERVES 221 & 222	STAGE PLAN	PS611333Q/S22	31/05/16	33	ARC
LOTS S261 AND V	LOTS 2644-2674 AND ROAD R261	STAGE PLAN	PS611333Q/S261	31/05/16	33	ARC
COMMON PROPERTY NO.1		RECTIFICATION	AM877327W	23/06/16	34	ARC
LOT S221	LOTS 2214 TO 2224, LOTS 2229 TO 2247 AND ROAD 221	STAGE PLAN	PS611333Q/S221	30/08/16	35	GMR
LOT S18	LOT W, LOTS 1801-1849 AND ROAD R18	STAGE PLAN	PS611333Q/S18	22/11/16	36	GA
LOTS G, S232 & S266	LOTS 2401-2456, S281 S321, S801 ROAD 241, RESERVES 241 & 242	STAGE PLAN	PS611333Q/S241	23/2/17	37	C.A.G.
LOT S17 & LOT W	LOTS 1701-1738 (B.I.) & ROAD R-17	STAGE PLAN	PS 611333Q/S17	05/05/17	38	B.J.S.
LOT S15	LOTS 1501-1538, ROAD R15, RESERVES 151-155	STAGE PLAN	PS611333Q/S15	02/06/17	39	LC
LOT S191	LOTS 1901-1943, S20 AND ROAD R19	STAGE PLAN	PS611333Q/S19	13/06/17	40	RGM
LOT S20	LOTS 2001-2043 AND ROAD R20	STAGE PLAN	PS611333Q/S20	13/06/17	40	RGM
LOT D		AMENDMENT SECTION 32 (LOT D REMOVED FROM OWNERS CORPORATION NO. 1 PS611333Q)	PS611333Q/D1	16/10/17	41	HS
LOT S281	LOTS 2801-2847, ROAD R28 AND RESERVE 281	STAGE PLAN	PS611333Q/S28	25/10/17	42	RGM

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY ON THIS PLAN BEING VOL 11194 FOL 172

PLAN NUMBER

PS611333Q

MASTER PLAN (STAGE 1) REGISTERED DATE 30/03/2010 TIME 1:59 pm

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S321	LOTS 3201 TO 3254, S100 ROAD R32 RESERVE 321	STAGE PLAN	PS611333Q/S32	13/12/17	43	IRM
LOT S801	LOTS 2901,2902, 2908-2921,2931-2945, S292,S331,S341,S342, S351,S352 & ROAD R29	STAGE PLAN	PS611333Q/S29	05/03/18	44	LJW
LOT S331	LOTS 3301-3347 (B.I.),ROAD R33,RESERVE 333	STAGE PLAN	PS611333Q/S33	01/05/18	45	H.L.
LOT S341	LOTS 3435-3459 (B.I), R34	STAGE PLAN	PS611333Q/S34	13/06/18	46	H.L.
LOT S351	LOTS 3420-3443 LOTS 3553-3570 (B.I), R35	STAGE PLAN	PS611333Q/S35	13/06/18	46	H.L.
LOT S291	LOTS 2903 to 2907, LOTS 2922 to 2930, LOTS 2946 to 2962, Reserve No's. 291, 292 & 293, & ROAD R291	STAGE PLAN	PS611333Q/S291	15/4/19	47	HJR
LOT S802	LOT S803 & RESERVE No.2	STAGE PLAN	PS611333Q/S803	2/5/19	48	HJR
LOT S342	LOTS 3401 - 3434 (B.I.) & 3460 - 3463 (B.I.) & R35	STAGE PLAN	PS611333Q/S341	06/06/19	49	HS
LOT S352	LOTS 3501 - 3519, 3544 - 3552, 3571 - 3585, ROAD R351 & RESERVE NO. 351 & 352	STAGE PLAN	PS611333Q/S351	06/06/19	50	HS
		RECTIFICATION Addition of lots from stage 351	AS247598B	12/06/19	51	IRM
LOT D		RESUBDIVISION	PS804311B	16/12/19	52	IT
S100	RESERVE No. 322	STAGE PLAN	PS611333Q/S100	28/08/20	53	C.T
RESERVE NO.321	(E-22)	CREATION OF EASEMENT	AU798358E	05/10/21	54	JG



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS611333Q

The land in PS611333Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 187, 201 - 270, 301 - 359, 401 - 456, 501 - 548, 601 - 660, 701 - 767, 801 - 855, 901 - 940, 1001 - 1051, 1101 - 1125, 1201 - 1206, 1209 - 1226, 1230 - 1246, 1301 - 1380, 1401 - 1452, 1501 - 1538, 1601 - 1679, 1701 - 1738, 1801 - 1849, 1901 - 1943, 2001 - 2043, 2101 - 2154, 2201 - 2256, 2301 - 2351, 2401 - 2456, 2501 - 2555, 2601 - 2674, 2701 - 2771, 2801 - 2847, 2901 - 2962, 3001 - 3057, 3101 - 3166, 3201 - 3254, 3301 - 3347, 3401 - 3463, 3501 - 3585, C, T1, U.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 12 LEVEL 2 100 OVERTON ROAD WILLIAMS LANDING VIC 3027

AS330072E 05/07/2019

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AL878166X 12/05/2015

Additional Owners Corporation Information:

OC007210B 30/03/2010

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100



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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 105	100	100
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 115	100	100
Lot 116	100	100
Lot 117	100	100
Lot 118	100	100
Lot 119	100	100
Lot 120	100	100
Lot 121	100	100
Lot 122	100	100
Lot 123	100	100
Lot 124	100	100
Lot 125	100	100
Lot 126	100	100
Lot 127	100	100
Lot 128	100	100
Lot 129	100	100
Lot 130	100	100
Lot 131	100	100
Lot 132	100	100
Lot 133	100	100



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 134	100	100
Lot 135	100	100
Lot 136	100	100
Lot 137	100	100
Lot 138	100	100
Lot 139	100	100
Lot 140	100	100
Lot 141	100	100
Lot 142	100	100
Lot 143	100	100
Lot 144	100	100
Lot 145	100	100
Lot 146	100	100
Lot 147	100	100
Lot 148	100	100
Lot 149	100	100
Lot 150	100	100
Lot 151	100	100
Lot 152	100	100
Lot 153	100	100
Lot 154	100	100
Lot 155	100	100
Lot 156	100	100
Lot 157	100	100
Lot 158	100	100
Lot 159	100	100
Lot 160	100	100
Lot 161	100	100
Lot 162	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 163	100	100
Lot 164	100	100
Lot 165	100	100
Lot 166	100	100
Lot 167	100	100
Lot 168	100	100
Lot 169	100	100
Lot 170	100	100
Lot 171	100	100
Lot 172	100	100
Lot 173	100	100
Lot 174	100	100
Lot 175	100	100
Lot 176	100	100
Lot 177	100	100
Lot 178	100	100
Lot 179	100	100
Lot 180	100	100
Lot 181	100	100
Lot 182	100	100
Lot 183	100	100
Lot 184	100	100
Lot 185	100	100
Lot 186	100	100
Lot 187	100	100
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 205	100	100
Lot 206	100	100
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 215	100	100
Lot 216	100	100
Lot 217	100	100
Lot 218	100	100
Lot 219	100	100
Lot 220	100	100
Lot 221	100	100
Lot 222	100	100
Lot 223	100	100
Lot 224	100	100
Lot 225	100	100
Lot 226	100	100
Lot 227	100	100
Lot 228	100	100
Lot 229	100	100
Lot 230	100	100
Lot 231	100	100
Lot 232	100	100
Lot 233	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 234	100	100
Lot 235	100	100
Lot 236	100	100
Lot 237	100	100
Lot 238	100	100
Lot 239	100	100
Lot 240	100	100
Lot 241	100	100
Lot 242	100	100
Lot 243	100	100
Lot 244	100	100
Lot 245	100	100
Lot 246	100	100
Lot 247	100	100
Lot 248	100	100
Lot 249	100	100
Lot 250	100	100
Lot 251	100	100
Lot 252	100	100
Lot 253	100	100
Lot 254	100	100
Lot 255	100	100
Lot 256	100	100
Lot 257	100	100
Lot 258	100	100
Lot 259	100	100
Lot 260	100	100
Lot 261	100	100
Lot 262	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 263	100	100
Lot 264	100	100
Lot 265	100	100
Lot 266	100	100
Lot 267	100	100
Lot 268	100	100
Lot 269	100	100
Lot 270	100	100
Lot 301	100	100
Lot 302	100	100
Lot 303	100	100
Lot 304	100	100
Lot 305	100	100
Lot 306	100	100
Lot 307	100	100
Lot 308	100	100
Lot 309	100	100
Lot 310	100	100
Lot 311	100	100
Lot 312	100	100
Lot 313	100	100
Lot 314	100	100
Lot 315	100	100
Lot 316	100	100
Lot 317	100	100
Lot 318	100	100
Lot 319	100	100
Lot 320	100	100
Lot 321	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 322	100	100
Lot 323	100	100
Lot 324	100	100
Lot 325	100	100
Lot 326	100	100
Lot 327	100	100
Lot 328	100	100
Lot 329	100	100
Lot 330	100	100
Lot 331	100	100
Lot 332	100	100
Lot 333	100	100
Lot 334	100	100
Lot 335	100	100
Lot 336	100	100
Lot 337	100	100
Lot 338	100	100
Lot 339	100	100
Lot 340	100	100
Lot 341	100	100
Lot 342	100	100
Lot 343	100	100
Lot 344	100	100
Lot 345	100	100
Lot 346	100	100
Lot 347	100	100
Lot 348	100	100
Lot 349	100	100
Lot 350	100	100



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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 351	100	100
Lot 352	100	100
Lot 353	100	100
Lot 354	100	100
Lot 355	100	100
Lot 356	100	100
Lot 357	100	100
Lot 358	100	100
Lot 359	100	100
Lot 401	100	100
Lot 402	100	100
Lot 403	100	100
Lot 404	100	100
Lot 405	100	100
Lot 406	100	100
Lot 407	100	100
Lot 408	100	100
Lot 409	100	100
Lot 410	100	100
Lot 411	100	100
Lot 412	100	100
Lot 413	100	100
Lot 414	100	100
Lot 415	100	100
Lot 416	100	100
Lot 417	100	100
Lot 418	100	100
Lot 419	100	100
Lot 420	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 421	100	100
Lot 422	100	100
Lot 423	100	100
Lot 424	100	100
Lot 425	100	100
Lot 426	100	100
Lot 427	100	100
Lot 428	100	100
Lot 429	100	100
Lot 430	100	100
Lot 431	100	100
Lot 432	100	100
Lot 433	100	100
Lot 434	100	100
Lot 435	100	100
Lot 436	100	100
Lot 437	100	100
Lot 438	100	100
Lot 439	100	100
Lot 440	100	100
Lot 441	100	100
Lot 442	100	100
Lot 443	100	100
Lot 444	100	100
Lot 445	100	100
Lot 446	100	100
Lot 447	100	100
Lot 448	100	100
Lot 449	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 450	100	100
Lot 451	100	100
Lot 452	100	100
Lot 453	100	100
Lot 454	100	100
Lot 455	100	100
Lot 456	100	100
Lot 501	100	100
Lot 502	100	100
Lot 503	100	100
Lot 504	100	100
Lot 505	100	100
Lot 506	100	100
Lot 507	100	100
Lot 508	100	100
Lot 509	100	100
Lot 510	100	100
Lot 511	100	100
Lot 512	100	100
Lot 513	100	100
Lot 514	100	100
Lot 515	100	100
Lot 516	100	100
Lot 517	100	100
Lot 518	100	100
Lot 519	100	100
Lot 520	100	100
Lot 521	100	100
Lot 522	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 523	100	100
Lot 524	100	100
Lot 525	100	100
Lot 526	100	100
Lot 527	100	100
Lot 528	100	100
Lot 529	100	100
Lot 530	100	100
Lot 531	100	100
Lot 532	100	100
Lot 533	100	100
Lot 534	100	100
Lot 535	100	100
Lot 536	100	100
Lot 537	100	100
Lot 538	100	100
Lot 539	100	100
Lot 540	100	100
Lot 541	100	100
Lot 542	100	100
Lot 543	100	100
Lot 544	100	100
Lot 545	100	100
Lot 546	100	100
Lot 547	100	100
Lot 548	100	100
Lot 601	100	100
Lot 602	100	100
Lot 603	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 604	100	100
Lot 605	100	100
Lot 606	100	100
Lot 607	100	100
Lot 608	100	100
Lot 609	100	100
Lot 610	100	100
Lot 611	100	100
Lot 612	100	100
Lot 613	100	100
Lot 614	100	100
Lot 615	100	100
Lot 616	100	100
Lot 617	100	100
Lot 618	100	100
Lot 619	100	100
Lot 620	100	100
Lot 621	100	100
Lot 622	100	100
Lot 623	100	100
Lot 624	100	100
Lot 625	100	100
Lot 626	100	100
Lot 627	100	100
Lot 628	100	100
Lot 629	100	100
Lot 630	100	100
Lot 631	100	100
Lot 632	100	100



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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 633	100	100
Lot 634	100	100
Lot 635	100	100
Lot 636	100	100
Lot 637	100	100
Lot 638	100	100
Lot 639	100	100
Lot 640	100	100
Lot 641	100	100
Lot 642	100	100
Lot 643	100	100
Lot 644	100	100
Lot 645	100	100
Lot 646	100	100
Lot 647	100	100
Lot 648	100	100
Lot 649	100	100
Lot 650	100	100
Lot 651	100	100
Lot 652	100	100
Lot 653	100	100
Lot 654	100	100
Lot 655	100	100
Lot 656	100	100
Lot 657	100	100
Lot 658	100	100
Lot 659	100	100
Lot 660	100	100
Lot 701	100	100



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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 702	100	100
Lot 703	100	100
Lot 704	100	100
Lot 705	100	100
Lot 706	100	100
Lot 707	100	100
Lot 708	100	100
Lot 709	100	100
Lot 710	100	100
Lot 711	100	100
Lot 712	100	100
Lot 713	100	100
Lot 714	100	100
Lot 715	100	100
Lot 716	100	100
Lot 717	100	100
Lot 718	100	100
Lot 719	100	100
Lot 720	100	100
Lot 721	100	100
Lot 722	100	100
Lot 723	100	100
Lot 724	100	100
Lot 725	100	100
Lot 726	100	100
Lot 727	100	100
Lot 728	100	100
Lot 729	100	100
Lot 730	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 731	100	100
Lot 732	100	100
Lot 733	100	100
Lot 734	100	100
Lot 735	100	100
Lot 736	100	100
Lot 737	100	100
Lot 738	100	100
Lot 739	100	100
Lot 740	100	100
Lot 741	100	100
Lot 742	100	100
Lot 743	100	100
Lot 744	100	100
Lot 745	100	100
Lot 746	100	100
Lot 747	100	100
Lot 748	100	100
Lot 749	100	100
Lot 750	100	100
Lot 751	100	100
Lot 752	100	100
Lot 753	100	100
Lot 754	100	100
Lot 755	100	100
Lot 756	100	100
Lot 757	100	100
Lot 758	100	100
Lot 759	100	100



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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 760	100	100
Lot 761	100	100
Lot 762	100	100
Lot 763	100	100
Lot 764	100	100
Lot 765	100	100
Lot 766	100	100
Lot 767	100	100
Lot 801	100	100
Lot 802	100	100
Lot 803	100	100
Lot 804	100	100
Lot 805	100	100
Lot 806	100	100
Lot 807	100	100
Lot 808	100	100
Lot 809	100	100
Lot 810	100	100
Lot 811	100	100
Lot 812	100	100
Lot 813	100	100
Lot 814	100	100
Lot 815	100	100
Lot 816	100	100
Lot 817	100	100
Lot 818	100	100
Lot 819	100	100
Lot 820	100	100
Lot 821	100	100



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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 822	100	100
Lot 823	100	100
Lot 824	100	100
Lot 825	100	100
Lot 826	100	100
Lot 827	100	100
Lot 828	100	100
Lot 829	100	100
Lot 830	100	100
Lot 831	100	100
Lot 832	100	100
Lot 833	100	100
Lot 834	100	100
Lot 835	100	100
Lot 836	100	100
Lot 837	100	100
Lot 838	100	100
Lot 839	100	100
Lot 840	100	100
Lot 841	100	100
Lot 842	100	100
Lot 843	100	100
Lot 844	100	100
Lot 845	100	100
Lot 846	100	100
Lot 847	100	100
Lot 848	100	100
Lot 849	100	100
Lot 850	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 851	100	100
Lot 852	100	100
Lot 853	100	100
Lot 854	100	100
Lot 855	100	100
Lot 901	100	100
Lot 902	100	100
Lot 903	100	100
Lot 904	100	100
Lot 905	100	100
Lot 906	100	100
Lot 907	100	100
Lot 908	100	100
Lot 909	100	100
Lot 910	100	100
Lot 911	100	100
Lot 912	100	100
Lot 913	100	100
Lot 914	100	100
Lot 915	100	100
Lot 916	100	100
Lot 917	100	100
Lot 918	100	100
Lot 919	100	100
Lot 920	100	100
Lot 921	100	100
Lot 922	100	100
Lot 923	100	100
Lot 924	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 925	100	100
Lot 926	100	100
Lot 927	100	100
Lot 928	100	100
Lot 929	100	100
Lot 930	100	100
Lot 931	100	100
Lot 932	100	100
Lot 933	100	100
Lot 934	100	100
Lot 935	100	100
Lot 936	100	100
Lot 937	100	100
Lot 938	100	100
Lot 939	100	100
Lot 940	100	100
Lot 1001	100	100
Lot 1002	100	100
Lot 1003	100	100
Lot 1004	100	100
Lot 1005	100	100
Lot 1006	100	100
Lot 1007	100	100
Lot 1008	100	100
Lot 1009	100	100
Lot 1010	100	100
Lot 1011	100	100
Lot 1012	100	100
Lot 1013	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1014	100	100
Lot 1015	100	100
Lot 1016	100	100
Lot 1017	100	100
Lot 1018	100	100
Lot 1019	100	100
Lot 1020	100	100
Lot 1021	100	100
Lot 1022	100	100
Lot 1023	100	100
Lot 1024	100	100
Lot 1025	100	100
Lot 1026	100	100
Lot 1027	100	100
Lot 1028	100	100
Lot 1029	100	100
Lot 1030	100	100
Lot 1031	100	100
Lot 1032	100	100
Lot 1033	100	100
Lot 1034	100	100
Lot 1035	100	100
Lot 1036	100	100
Lot 1037	100	100
Lot 1038	100	100
Lot 1039	100	100
Lot 1040	100	100
Lot 1041	100	100
Lot 1042	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1043	100	100
Lot 1044	100	100
Lot 1045	100	100
Lot 1046	100	100
Lot 1047	100	100
Lot 1048	100	100
Lot 1049	100	100
Lot 1050	100	100
Lot 1051	100	100
Lot 1101	100	100
Lot 1102	100	100
Lot 1103	100	100
Lot 1104	100	100
Lot 1105	100	100
Lot 1106	100	100
Lot 1107	100	100
Lot 1108	100	100
Lot 1109	100	100
Lot 1110	100	100
Lot 1111	100	100
Lot 1112	100	100
Lot 1113	100	100
Lot 1114	100	100
Lot 1115	100	100
Lot 1116	100	100
Lot 1117	100	100
Lot 1118	100	100
Lot 1119	100	100
Lot 1120	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1121	100	100
Lot 1122	100	100
Lot 1123	100	100
Lot 1124	100	100
Lot 1125	100	100
Lot 1201	100	100
Lot 1202	100	100
Lot 1203	100	100
Lot 1204	100	100
Lot 1205	100	100
Lot 1206	100	100
Lot 1209	100	100
Lot 1210	100	100
Lot 1211	100	100
Lot 1212	100	100
Lot 1213	100	100
Lot 1214	100	100
Lot 1215	100	100
Lot 1216	100	100
Lot 1217	100	100
Lot 1218	100	100
Lot 1219	100	100
Lot 1220	100	100
Lot 1221	100	100
Lot 1222	100	100
Lot 1223	100	100
Lot 1224	100	100
Lot 1225	100	100
Lot 1226	100	100



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Land Parcel	Entitlement	Liability
Lot 1230	100	100
Lot 1231	100	100
Lot 1232	100	100
Lot 1233	100	100
Lot 1234	100	100
Lot 1235	100	100
Lot 1236	100	100
Lot 1237	100	100
Lot 1238	100	100
Lot 1239	100	100
Lot 1240	100	100
Lot 1241	100	100
Lot 1242	100	100
Lot 1243	100	100
Lot 1244	100	100
Lot 1245	100	100
Lot 1246	100	100
Lot 1301	100	100
Lot 1302	100	100
Lot 1303	100	100
Lot 1304	100	100
Lot 1305	100	100
Lot 1306	100	100
Lot 1307	100	100
Lot 1308	100	100
Lot 1309	100	100
Lot 1310	100	100
Lot 1311	100	100
Lot 1312	100	100



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Land Parcel	Entitlement	Liability
Lot 1313	100	100
Lot 1314	100	100
Lot 1315	100	100
Lot 1316	100	100
Lot 1317	100	100
Lot 1318	100	100
Lot 1319	100	100
Lot 1320	100	100
Lot 1321	100	100
Lot 1322	100	100
Lot 1323	100	100
Lot 1324	100	100
Lot 1325	100	100
Lot 1326	100	100
Lot 1327	100	100
Lot 1328	100	100
Lot 1329	100	100
Lot 1330	100	100
Lot 1331	100	100
Lot 1332	100	100
Lot 1333	100	100
Lot 1334	100	100
Lot 1335	100	100
Lot 1336	100	100
Lot 1337	100	100
Lot 1338	100	100
Lot 1339	100	100
Lot 1340	100	100
Lot 1341	100	100



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Land Parcel	Entitlement	Liability
Lot 1342	100	100
Lot 1343	100	100
Lot 1344	100	100
Lot 1345	100	100
Lot 1346	100	100
Lot 1347	100	100
Lot 1348	100	100
Lot 1349	100	100
Lot 1350	100	100
Lot 1351	100	100
Lot 1352	100	100
Lot 1353	100	100
Lot 1354	100	100
Lot 1355	100	100
Lot 1356	100	100
Lot 1357	100	100
Lot 1358	100	100
Lot 1359	100	100
Lot 1360	100	100
Lot 1361	100	100
Lot 1362	100	100
Lot 1363	100	100
Lot 1364	100	100
Lot 1365	100	100
Lot 1366	100	100
Lot 1367	100	100
Lot 1368	100	100
Lot 1369	100	100
Lot 1370	100	100



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Land Parcel	Entitlement	Liability
Lot 1371	100	100
Lot 1372	100	100
Lot 1373	100	100
Lot 1374	100	100
Lot 1375	100	100
Lot 1376	100	100
Lot 1377	100	100
Lot 1378	100	100
Lot 1379	100	100
Lot 1380	100	100
Lot 1401	100	100
Lot 1402	100	100
Lot 1403	100	100
Lot 1404	100	100
Lot 1405	100	100
Lot 1406	100	100
Lot 1407	100	100
Lot 1408	100	100
Lot 1409	100	100
Lot 1410	100	100
Lot 1411	100	100
Lot 1412	100	100
Lot 1413	100	100
Lot 1414	100	100
Lot 1415	100	100
Lot 1416	100	100
Lot 1417	100	100
Lot 1418	100	100
Lot 1419	100	100



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Land Parcel	Entitlement	Liability
Lot 1420	100	100
Lot 1421	100	100
Lot 1422	100	100
Lot 1423	100	100
Lot 1424	100	100
Lot 1425	100	100
Lot 1426	100	100
Lot 1427	100	100
Lot 1428	100	100
Lot 1429	100	100
Lot 1430	100	100
Lot 1431	100	100
Lot 1432	100	100
Lot 1433	100	100
Lot 1434	100	100
Lot 1435	100	100
Lot 1436	100	100
Lot 1437	100	100
Lot 1438	100	100
Lot 1439	100	100
Lot 1440	100	100
Lot 1441	100	100
Lot 1442	100	100
Lot 1443	100	100
Lot 1444	100	100
Lot 1445	100	100
Lot 1446	100	100
Lot 1447	100	100
Lot 1448	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1449	100	100
Lot 1450	100	100
Lot 1451	100	100
Lot 1452	100	100
Lot 1501	100	100
Lot 1502	100	100
Lot 1503	100	100
Lot 1504	100	100
Lot 1505	100	100
Lot 1506	100	100
Lot 1507	100	100
Lot 1508	100	100
Lot 1509	100	100
Lot 1510	100	100
Lot 1511	100	100
Lot 1512	100	100
Lot 1513	100	100
Lot 1514	100	100
Lot 1515	100	100
Lot 1516	100	100
Lot 1517	100	100
Lot 1518	100	100
Lot 1519	100	100
Lot 1520	100	100
Lot 1521	100	100
Lot 1522	100	100
Lot 1523	100	100
Lot 1524	100	100
Lot 1525	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1526	100	100
Lot 1527	100	100
Lot 1528	100	100
Lot 1529	100	100
Lot 1530	100	100
Lot 1531	100	100
Lot 1532	100	100
Lot 1533	100	100
Lot 1534	100	100
Lot 1535	100	100
Lot 1536	100	100
Lot 1537	100	100
Lot 1538	100	100
Lot 1601	100	100
Lot 1602	100	100
Lot 1603	100	100
Lot 1604	100	100
Lot 1605	100	100
Lot 1606	100	100
Lot 1607	100	100
Lot 1608	100	100
Lot 1609	100	100
Lot 1610	100	100
Lot 1611	100	100
Lot 1612	100	100
Lot 1613	100	100
Lot 1614	100	100
Lot 1615	100	100
Lot 1616	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1617	100	100
Lot 1618	100	100
Lot 1619	100	100
Lot 1620	100	100
Lot 1621	100	100
Lot 1622	100	100
Lot 1623	100	100
Lot 1624	100	100
Lot 1625	100	100
Lot 1626	100	100
Lot 1627	100	100
Lot 1628	100	100
Lot 1629	100	100
Lot 1630	100	100
Lot 1631	100	100
Lot 1632	100	100
Lot 1633	100	100
Lot 1634	100	100
Lot 1635	100	100
Lot 1636	100	100
Lot 1637	100	100
Lot 1638	100	100
Lot 1639	100	100
Lot 1640	100	100
Lot 1641	100	100
Lot 1642	100	100
Lot 1643	100	100
Lot 1644	100	100
Lot 1645	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1646	100	100
Lot 1647	100	100
Lot 1648	100	100
Lot 1649	100	100
Lot 1650	100	100
Lot 1651	100	100
Lot 1652	100	100
Lot 1653	100	100
Lot 1654	100	100
Lot 1655	100	100
Lot 1656	100	100
Lot 1657	100	100
Lot 1658	100	100
Lot 1659	100	100
Lot 1660	100	100
Lot 1661	100	100
Lot 1662	100	100
Lot 1663	100	100
Lot 1664	100	100
Lot 1665	100	100
Lot 1666	100	100
Lot 1667	100	100
Lot 1668	100	100
Lot 1669	100	100
Lot 1670	100	100
Lot 1671	100	100
Lot 1672	100	100
Lot 1673	100	100
Lot 1674	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1675	100	100
Lot 1676	100	100
Lot 1677	100	100
Lot 1678	100	100
Lot 1679	100	100
Lot 1701	100	100
Lot 1702	100	100
Lot 1703	100	100
Lot 1704	100	100
Lot 1705	100	100
Lot 1706	100	100
Lot 1707	100	100
Lot 1708	100	100
Lot 1709	100	100
Lot 1710	100	100
Lot 1711	100	100
Lot 1712	100	100
Lot 1713	100	100
Lot 1714	100	100
Lot 1715	100	100
Lot 1716	100	100
Lot 1717	100	100
Lot 1718	100	100
Lot 1719	100	100
Lot 1720	100	100
Lot 1721	100	100
Lot 1722	100	100
Lot 1723	100	100
Lot 1724	100	100



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Land Parcel	Entitlement	Liability
Lot 1725	100	100
Lot 1726	100	100
Lot 1727	100	100
Lot 1728	100	100
Lot 1729	100	100
Lot 1730	100	100
Lot 1731	100	100
Lot 1732	100	100
Lot 1733	100	100
Lot 1734	100	100
Lot 1735	100	100
Lot 1736	100	100
Lot 1737	100	100
Lot 1738	100	100
Lot 1801	100	100
Lot 1802	100	100
Lot 1803	100	100
Lot 1804	100	100
Lot 1805	100	100
Lot 1806	100	100
Lot 1807	100	100
Lot 1808	100	100
Lot 1809	100	100
Lot 1810	100	100
Lot 1811	100	100
Lot 1812	100	100
Lot 1813	100	100
Lot 1814	100	100
Lot 1815	100	100



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Land Parcel	Entitlement	Liability
Lot 1816	100	100
Lot 1817	100	100
Lot 1818	100	100
Lot 1819	100	100
Lot 1820	100	100
Lot 1821	100	100
Lot 1822	100	100
Lot 1823	100	100
Lot 1824	100	100
Lot 1825	100	100
Lot 1826	100	100
Lot 1827	100	100
Lot 1828	100	100
Lot 1829	100	100
Lot 1830	100	100
Lot 1831	100	100
Lot 1832	100	100
Lot 1833	100	100
Lot 1834	100	100
Lot 1835	100	100
Lot 1836	100	100
Lot 1837	100	100
Lot 1838	100	100
Lot 1839	100	100
Lot 1840	100	100
Lot 1841	100	100
Lot 1842	100	100
Lot 1843	100	100
Lot 1844	100	100



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Land Parcel	Entitlement	Liability
Lot 1845	100	100
Lot 1846	100	100
Lot 1847	100	100
Lot 1848	100	100
Lot 1849	100	100
Lot 1901	100	100
Lot 1902	100	100
Lot 1903	100	100
Lot 1904	100	100
Lot 1905	100	100
Lot 1906	100	100
Lot 1907	100	100
Lot 1908	100	100
Lot 1909	100	100
Lot 1910	100	100
Lot 1911	100	100
Lot 1912	100	100
Lot 1913	100	100
Lot 1914	100	100
Lot 1915	100	100
Lot 1916	100	100
Lot 1917	100	100
Lot 1918	100	100
Lot 1919	100	100
Lot 1920	100	100
Lot 1921	100	100
Lot 1922	100	100
Lot 1923	100	100
Lot 1924	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1925	100	100
Lot 1926	100	100
Lot 1927	100	100
Lot 1928	100	100
Lot 1929	100	100
Lot 1930	100	100
Lot 1931	100	100
Lot 1932	100	100
Lot 1933	100	100
Lot 1934	100	100
Lot 1935	100	100
Lot 1936	100	100
Lot 1937	100	100
Lot 1938	100	100
Lot 1939	100	100
Lot 1940	100	100
Lot 1941	100	100
Lot 1942	100	100
Lot 1943	100	100
Lot 2001	100	100
Lot 2002	100	100
Lot 2003	100	100
Lot 2004	100	100
Lot 2005	100	100
Lot 2006	100	100
Lot 2007	100	100
Lot 2008	100	100
Lot 2009	100	100
Lot 2010	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2011	100	100
Lot 2012	100	100
Lot 2013	100	100
Lot 2014	100	100
Lot 2015	100	100
Lot 2016	100	100
Lot 2017	100	100
Lot 2018	100	100
Lot 2019	100	100
Lot 2020	100	100
Lot 2021	100	100
Lot 2022	100	100
Lot 2023	100	100
Lot 2024	100	100
Lot 2025	100	100
Lot 2026	100	100
Lot 2027	100	100
Lot 2028	100	100
Lot 2029	100	100
Lot 2030	100	100
Lot 2031	100	100
Lot 2032	100	100
Lot 2033	100	100
Lot 2034	100	100
Lot 2035	100	100
Lot 2036	100	100
Lot 2037	100	100
Lot 2038	100	100
Lot 2039	100	100



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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 2040	100	100
Lot 2041	100	100
Lot 2042	100	100
Lot 2043	100	100
Lot 2101	100	100
Lot 2102	100	100
Lot 2103	100	100
Lot 2104	100	100
Lot 2105	100	100
Lot 2106	100	100
Lot 2107	100	100
Lot 2108	100	100
Lot 2109	100	100
Lot 2110	100	100
Lot 2111	100	100
Lot 2112	100	100
Lot 2113	100	100
Lot 2114	100	100
Lot 2115	100	100
Lot 2116	100	100
Lot 2117	100	100
Lot 2118	100	100
Lot 2119	100	100
Lot 2120	100	100
Lot 2121	100	100
Lot 2122	100	100
Lot 2123	100	100
Lot 2124	100	100
Lot 2125	100	100



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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2126	100	100
Lot 2127	100	100
Lot 2128	100	100
Lot 2129	100	100
Lot 2130	100	100
Lot 2131	100	100
Lot 2132	100	100
Lot 2133	100	100
Lot 2134	100	100
Lot 2135	100	100
Lot 2136	100	100
Lot 2137	100	100
Lot 2138	100	100
Lot 2139	100	100
Lot 2140	100	100
Lot 2141	100	100
Lot 2142	100	100
Lot 2143	100	100
Lot 2144	100	100
Lot 2145	100	100
Lot 2146	100	100
Lot 2147	100	100
Lot 2148	100	100
Lot 2149	100	100
Lot 2150	100	100
Lot 2151	100	100
Lot 2152	100	100
Lot 2153	100	100
Lot 2154	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2201	100	100
Lot 2202	100	100
Lot 2203	100	100
Lot 2204	100	100
Lot 2205	100	100
Lot 2206	100	100
Lot 2207	100	100
Lot 2208	100	100
Lot 2209	100	100
Lot 2210	100	100
Lot 2211	100	100
Lot 2212	100	100
Lot 2213	100	100
Lot 2214	100	100
Lot 2215	100	100
Lot 2216	100	100
Lot 2217	100	100
Lot 2218	100	100
Lot 2219	100	100
Lot 2220	100	100
Lot 2221	100	100
Lot 2222	100	100
Lot 2223	100	100
Lot 2224	100	100
Lot 2225	100	100
Lot 2226	100	100
Lot 2227	100	100
Lot 2228	100	100
Lot 2229	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2230	100	100
Lot 2231	100	100
Lot 2232	100	100
Lot 2233	100	100
Lot 2234	100	100
Lot 2235	100	100
Lot 2236	100	100
Lot 2237	100	100
Lot 2238	100	100
Lot 2239	100	100
Lot 2240	100	100
Lot 2241	100	100
Lot 2242	100	100
Lot 2243	100	100
Lot 2244	100	100
Lot 2245	100	100
Lot 2246	100	100
Lot 2247	100	100
Lot 2248	100	100
Lot 2249	100	100
Lot 2250	100	100
Lot 2251	100	100
Lot 2252	100	100
Lot 2253	100	100
Lot 2254	100	100
Lot 2255	100	100
Lot 2256	100	100
Lot 2301	100	100
Lot 2302	100	100



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**OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2303	100	100
Lot 2304	100	100
Lot 2305	100	100
Lot 2306	100	100
Lot 2307	100	100
Lot 2308	100	100
Lot 2309	100	100
Lot 2310	100	100
Lot 2311	100	100
Lot 2312	100	100
Lot 2313	100	100
Lot 2314	100	100
Lot 2315	100	100
Lot 2316	100	100
Lot 2317	100	100
Lot 2318	100	100
Lot 2319	100	100
Lot 2320	100	100
Lot 2321	100	100
Lot 2322	100	100
Lot 2323	100	100
Lot 2324	100	100
Lot 2325	100	100
Lot 2326	100	100
Lot 2327	100	100
Lot 2328	100	100
Lot 2329	100	100
Lot 2330	100	100
Lot 2331	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2332	100	100
Lot 2333	100	100
Lot 2334	100	100
Lot 2335	100	100
Lot 2336	100	100
Lot 2337	100	100
Lot 2338	100	100
Lot 2339	100	100
Lot 2340	100	100
Lot 2341	100	100
Lot 2342	100	100
Lot 2343	100	100
Lot 2344	100	100
Lot 2345	100	100
Lot 2346	100	100
Lot 2347	100	100
Lot 2348	100	100
Lot 2349	100	100
Lot 2350	100	100
Lot 2351	100	100
Lot 2401	100	100
Lot 2402	100	100
Lot 2403	100	100
Lot 2404	100	100
Lot 2405	100	100
Lot 2406	100	100
Lot 2407	100	100
Lot 2408	100	100
Lot 2409	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2410	100	100
Lot 2411	100	100
Lot 2412	100	100
Lot 2413	100	100
Lot 2414	100	100
Lot 2415	100	100
Lot 2416	100	100
Lot 2417	100	100
Lot 2418	100	100
Lot 2419	100	100
Lot 2420	100	100
Lot 2421	100	100
Lot 2422	100	100
Lot 2423	100	100
Lot 2424	100	100
Lot 2425	100	100
Lot 2426	100	100
Lot 2427	100	100
Lot 2428	100	100
Lot 2429	100	100
Lot 2430	100	100
Lot 2431	100	100
Lot 2432	100	100
Lot 2433	100	100
Lot 2434	100	100
Lot 2435	100	100
Lot 2436	100	100
Lot 2437	100	100
Lot 2438	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2439	100	100
Lot 2440	100	100
Lot 2441	100	100
Lot 2442	100	100
Lot 2443	100	100
Lot 2444	100	100
Lot 2445	100	100
Lot 2446	100	100
Lot 2447	100	100
Lot 2448	100	100
Lot 2449	100	100
Lot 2450	100	100
Lot 2451	100	100
Lot 2452	100	100
Lot 2453	100	100
Lot 2454	100	100
Lot 2455	100	100
Lot 2456	100	100
Lot 2501	100	100
Lot 2502	100	100
Lot 2503	100	100
Lot 2504	100	100
Lot 2505	100	100
Lot 2506	100	100
Lot 2507	100	100
Lot 2508	100	100
Lot 2509	100	100
Lot 2510	100	100
Lot 2511	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2512	100	100
Lot 2513	100	100
Lot 2514	100	100
Lot 2515	100	100
Lot 2516	100	100
Lot 2517	100	100
Lot 2518	100	100
Lot 2519	100	100
Lot 2520	100	100
Lot 2521	100	100
Lot 2522	100	100
Lot 2523	100	100
Lot 2524	100	100
Lot 2525	100	100
Lot 2526	100	100
Lot 2527	100	100
Lot 2528	100	100
Lot 2529	100	100
Lot 2530	100	100
Lot 2531	100	100
Lot 2532	100	100
Lot 2533	100	100
Lot 2534	100	100
Lot 2535	100	100
Lot 2536	100	100
Lot 2537	100	100
Lot 2538	100	100
Lot 2539	100	100
Lot 2540	100	100



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Land Parcel	Entitlement	Liability
Lot 2541	100	100
Lot 2542	100	100
Lot 2543	100	100
Lot 2544	100	100
Lot 2545	100	100
Lot 2546	100	100
Lot 2547	100	100
Lot 2548	100	100
Lot 2549	100	100
Lot 2550	100	100
Lot 2551	100	100
Lot 2552	100	100
Lot 2553	100	100
Lot 2554	100	100
Lot 2555	100	100
Lot 2601	100	100
Lot 2602	100	100
Lot 2603	100	100
Lot 2604	100	100
Lot 2605	100	100
Lot 2606	100	100
Lot 2607	100	100
Lot 2608	100	100
Lot 2609	100	100
Lot 2610	100	100
Lot 2611	100	100
Lot 2612	100	100
Lot 2613	100	100
Lot 2614	100	100



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Land Parcel	Entitlement	Liability
Lot 2615	100	100
Lot 2616	100	100
Lot 2617	100	100
Lot 2618	100	100
Lot 2619	100	100
Lot 2620	100	100
Lot 2621	100	100
Lot 2622	100	100
Lot 2623	100	100
Lot 2624	100	100
Lot 2625	100	100
Lot 2626	100	100
Lot 2627	100	100
Lot 2628	100	100
Lot 2629	100	100
Lot 2630	100	100
Lot 2631	100	100
Lot 2632	100	100
Lot 2633	100	100
Lot 2634	100	100
Lot 2635	100	100
Lot 2636	100	100
Lot 2637	100	100
Lot 2638	100	100
Lot 2639	100	100
Lot 2640	100	100
Lot 2641	100	100
Lot 2642	100	100
Lot 2643	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2644	100	100
Lot 2645	100	100
Lot 2646	100	100
Lot 2647	100	100
Lot 2648	100	100
Lot 2649	100	100
Lot 2650	100	100
Lot 2651	100	100
Lot 2652	100	100
Lot 2653	100	100
Lot 2654	100	100
Lot 2655	100	100
Lot 2656	100	100
Lot 2657	100	100
Lot 2658	100	100
Lot 2659	100	100
Lot 2660	100	100
Lot 2661	100	100
Lot 2662	100	100
Lot 2663	100	100
Lot 2664	100	100
Lot 2665	100	100
Lot 2666	100	100
Lot 2667	100	100
Lot 2668	100	100
Lot 2669	100	100
Lot 2670	100	100
Lot 2671	100	100
Lot 2672	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2673	100	100
Lot 2674	100	100
Lot 2701	100	100
Lot 2702	100	100
Lot 2703	100	100
Lot 2704	100	100
Lot 2705	100	100
Lot 2706	100	100
Lot 2707	100	100
Lot 2708	100	100
Lot 2709	100	100
Lot 2710	100	100
Lot 2711	100	100
Lot 2712	100	100
Lot 2713	100	100
Lot 2714	100	100
Lot 2715	100	100
Lot 2716	100	100
Lot 2717	100	100
Lot 2718	100	100
Lot 2719	100	100
Lot 2720	100	100
Lot 2721	100	100
Lot 2722	100	100
Lot 2723	100	100
Lot 2724	100	100
Lot 2725	100	100
Lot 2726	100	100
Lot 2727	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2728	100	100
Lot 2729	100	100
Lot 2730	100	100
Lot 2731	100	100
Lot 2732	100	100
Lot 2733	100	100
Lot 2734	100	100
Lot 2735	100	100
Lot 2736	100	100
Lot 2737	100	100
Lot 2738	100	100
Lot 2739	100	100
Lot 2740	100	100
Lot 2741	100	100
Lot 2742	100	100
Lot 2743	100	100
Lot 2744	100	100
Lot 2745	100	100
Lot 2746	100	100
Lot 2747	100	100
Lot 2748	100	100
Lot 2749	100	100
Lot 2750	100	100
Lot 2751	100	100
Lot 2752	100	100
Lot 2753	100	100
Lot 2754	100	100
Lot 2755	100	100
Lot 2756	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2757	100	100
Lot 2758	100	100
Lot 2759	100	100
Lot 2760	100	100
Lot 2761	100	100
Lot 2762	100	100
Lot 2763	100	100
Lot 2764	100	100
Lot 2765	100	100
Lot 2766	100	100
Lot 2767	100	100
Lot 2768	100	100
Lot 2769	100	100
Lot 2770	100	100
Lot 2771	100	100
Lot 2801	100	100
Lot 2802	100	100
Lot 2803	100	100
Lot 2804	100	100
Lot 2805	100	100
Lot 2806	100	100
Lot 2807	100	100
Lot 2808	100	100
Lot 2809	100	100
Lot 2810	100	100
Lot 2811	100	100
Lot 2812	100	100
Lot 2813	100	100
Lot 2814	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2815	100	100
Lot 2816	100	100
Lot 2817	100	100
Lot 2818	100	100
Lot 2819	100	100
Lot 2820	100	100
Lot 2821	100	100
Lot 2822	100	100
Lot 2823	100	100
Lot 2824	100	100
Lot 2825	100	100
Lot 2826	100	100
Lot 2827	100	100
Lot 2828	100	100
Lot 2829	100	100
Lot 2830	100	100
Lot 2831	100	100
Lot 2832	100	100
Lot 2833	100	100
Lot 2834	100	100
Lot 2835	100	100
Lot 2836	100	100
Lot 2837	100	100
Lot 2838	100	100
Lot 2839	100	100
Lot 2840	100	100
Lot 2841	100	100
Lot 2842	100	100
Lot 2843	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2844	100	100
Lot 2845	100	100
Lot 2846	100	100
Lot 2847	100	100
Lot 2901	100	100
Lot 2902	100	100
Lot 2903	100	100
Lot 2904	100	100
Lot 2905	100	100
Lot 2906	100	100
Lot 2907	100	100
Lot 2908	100	100
Lot 2909	100	100
Lot 2910	100	100
Lot 2911	100	100
Lot 2912	100	100
Lot 2913	100	100
Lot 2914	100	100
Lot 2915	100	100
Lot 2916	100	100
Lot 2917	100	100
Lot 2918	100	100
Lot 2919	100	100
Lot 2920	100	100
Lot 2921	100	100
Lot 2922	100	100
Lot 2923	100	100
Lot 2924	100	100
Lot 2925	100	100



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Land Parcel	Entitlement	Liability
Lot 2926	100	100
Lot 2927	100	100
Lot 2928	100	100
Lot 2929	100	100
Lot 2930	100	100
Lot 2931	100	100
Lot 2932	100	100
Lot 2933	100	100
Lot 2934	100	100
Lot 2935	100	100
Lot 2936	100	100
Lot 2937	100	100
Lot 2938	100	100
Lot 2939	100	100
Lot 2940	100	100
Lot 2941	100	100
Lot 2942	100	100
Lot 2943	100	100
Lot 2944	100	100
Lot 2945	100	100
Lot 2946	100	100
Lot 2947	100	100
Lot 2948	100	100
Lot 2949	100	100
Lot 2950	100	100
Lot 2951	100	100
Lot 2952	100	100
Lot 2953	100	100
Lot 2954	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2955	100	100
Lot 2956	100	100
Lot 2957	100	100
Lot 2958	100	100
Lot 2959	100	100
Lot 2960	100	100
Lot 2961	100	100
Lot 2962	100	100
Lot 3001	100	100
Lot 3002	100	100
Lot 3003	100	100
Lot 3004	100	100
Lot 3005	100	100
Lot 3006	100	100
Lot 3007	100	100
Lot 3008	100	100
Lot 3009	100	100
Lot 3010	100	100
Lot 3011	100	100
Lot 3012	100	100
Lot 3013	100	100
Lot 3014	100	100
Lot 3015	100	100
Lot 3016	100	100
Lot 3017	100	100
Lot 3018	100	100
Lot 3019	100	100
Lot 3020	100	100
Lot 3021	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3022	100	100
Lot 3023	100	100
Lot 3024	100	100
Lot 3025	100	100
Lot 3026	100	100
Lot 3027	100	100
Lot 3028	100	100
Lot 3029	100	100
Lot 3030	100	100
Lot 3031	100	100
Lot 3032	100	100
Lot 3033	100	100
Lot 3034	100	100
Lot 3035	100	100
Lot 3036	100	100
Lot 3037	100	100
Lot 3038	100	100
Lot 3039	100	100
Lot 3040	100	100
Lot 3041	100	100
Lot 3042	100	100
Lot 3043	100	100
Lot 3044	100	100
Lot 3045	100	100
Lot 3046	100	100
Lot 3047	100	100
Lot 3048	100	100
Lot 3049	100	100
Lot 3050	100	100



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3051	100	100
Lot 3052	100	100
Lot 3053	100	100
Lot 3054	100	100
Lot 3055	100	100
Lot 3056	100	100
Lot 3057	100	100
Lot 3101	100	100
Lot 3102	100	100
Lot 3103	100	100
Lot 3104	100	100
Lot 3105	100	100
Lot 3106	100	100
Lot 3107	100	100
Lot 3108	100	100
Lot 3109	100	100
Lot 3110	100	100
Lot 3111	100	100
Lot 3112	100	100
Lot 3113	100	100
Lot 3114	100	100
Lot 3115	100	100
Lot 3116	100	100
Lot 3117	100	100
Lot 3118	100	100
Lot 3119	100	100
Lot 3120	100	100
Lot 3121	100	100
Lot 3122	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2023 09:55:52 AM

**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3123	100	100
Lot 3124	100	100
Lot 3125	100	100
Lot 3126	100	100
Lot 3127	100	100
Lot 3128	100	100
Lot 3129	100	100
Lot 3130	100	100
Lot 3131	100	100
Lot 3132	100	100
Lot 3133	100	100
Lot 3134	100	100
Lot 3135	100	100
Lot 3136	100	100
Lot 3137	100	100
Lot 3138	100	100
Lot 3139	100	100
Lot 3140	100	100
Lot 3141	100	100
Lot 3142	100	100
Lot 3143	100	100
Lot 3144	100	100
Lot 3145	100	100
Lot 3146	100	100
Lot 3147	100	100
Lot 3148	100	100
Lot 3149	100	100
Lot 3150	100	100
Lot 3151	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2023 09:55:52 AM

**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3152	100	100
Lot 3153	100	100
Lot 3154	100	100
Lot 3155	100	100
Lot 3156	100	100
Lot 3157	100	100
Lot 3158	100	100
Lot 3159	100	100
Lot 3160	100	100
Lot 3161	100	100
Lot 3162	100	100
Lot 3163	100	100
Lot 3164	100	100
Lot 3165	100	100
Lot 3166	100	100
Lot 3201	100	100
Lot 3202	100	100
Lot 3203	100	100
Lot 3204	100	100
Lot 3205	100	100
Lot 3206	100	100
Lot 3207	100	100
Lot 3208	100	100
Lot 3209	100	100
Lot 3210	100	100
Lot 3211	100	100
Lot 3212	100	100
Lot 3213	100	100
Lot 3214	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3215	100	100
Lot 3216	100	100
Lot 3217	100	100
Lot 3218	100	100
Lot 3219	100	100
Lot 3220	100	100
Lot 3221	100	100
Lot 3222	100	100
Lot 3223	100	100
Lot 3224	100	100
Lot 3225	100	100
Lot 3226	100	100
Lot 3227	100	100
Lot 3228	100	100
Lot 3229	100	100
Lot 3230	100	100
Lot 3231	100	100
Lot 3232	100	100
Lot 3233	100	100
Lot 3234	100	100
Lot 3235	100	100
Lot 3236	100	100
Lot 3237	100	100
Lot 3238	100	100
Lot 3239	100	100
Lot 3240	100	100
Lot 3241	100	100
Lot 3242	100	100
Lot 3243	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2023 09:55:52 AM

**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3244	100	100
Lot 3245	100	100
Lot 3246	100	100
Lot 3247	100	100
Lot 3248	100	100
Lot 3249	100	100
Lot 3250	100	100
Lot 3251	100	100
Lot 3252	100	100
Lot 3253	100	100
Lot 3254	100	100
Lot 3301	100	100
Lot 3302	100	100
Lot 3303	100	100
Lot 3304	100	100
Lot 3305	100	100
Lot 3306	100	100
Lot 3307	100	100
Lot 3308	100	100
Lot 3309	100	100
Lot 3310	100	100
Lot 3311	100	100
Lot 3312	100	100
Lot 3313	100	100
Lot 3314	100	100
Lot 3315	100	100
Lot 3316	100	100
Lot 3317	100	100
Lot 3318	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2023 09:55:52 AM

OWNERS CORPORATION 1
PLAN NO. PS611333Q

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3319	100	100
Lot 3320	100	100
Lot 3321	100	100
Lot 3322	100	100
Lot 3323	100	100
Lot 3324	100	100
Lot 3325	100	100
Lot 3326	100	100
Lot 3327	100	100
Lot 3328	100	100
Lot 3329	100	100
Lot 3330	100	100
Lot 3331	100	100
Lot 3332	100	100
Lot 3333	100	100
Lot 3334	100	100
Lot 3335	100	100
Lot 3336	100	100
Lot 3337	100	100
Lot 3338	100	100
Lot 3339	100	100
Lot 3340	100	100
Lot 3341	100	100
Lot 3342	100	100
Lot 3343	100	100
Lot 3344	100	100
Lot 3345	100	100
Lot 3346	100	100
Lot 3347	100	100



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Owners Corporation Search Report

Produced: 03/04/2023 09:55:52 AM

**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3401	100	100
Lot 3402	100	100
Lot 3403	100	100
Lot 3404	100	100
Lot 3405	100	100
Lot 3406	100	100
Lot 3407	100	100
Lot 3408	100	100
Lot 3409	100	100
Lot 3410	100	100
Lot 3411	100	100
Lot 3412	100	100
Lot 3413	100	100
Lot 3414	100	100
Lot 3415	100	100
Lot 3416	100	100
Lot 3417	100	100
Lot 3418	100	100
Lot 3419	100	100
Lot 3420	100	100
Lot 3421	100	100
Lot 3422	100	100
Lot 3423	100	100
Lot 3424	100	100
Lot 3425	100	100
Lot 3426	100	100
Lot 3427	100	100
Lot 3428	100	100
Lot 3429	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2023 09:55:52 AM

**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3430	100	100
Lot 3431	100	100
Lot 3432	100	100
Lot 3433	100	100
Lot 3434	100	100
Lot 3435	100	100
Lot 3436	100	100
Lot 3437	100	100
Lot 3438	100	100
Lot 3439	100	100
Lot 3440	100	100
Lot 3441	100	100
Lot 3442	100	100
Lot 3443	100	100
Lot 3444	100	100
Lot 3445	100	100
Lot 3446	100	100
Lot 3447	100	100
Lot 3448	100	100
Lot 3449	100	100
Lot 3450	100	100
Lot 3451	100	100
Lot 3452	100	100
Lot 3453	100	100
Lot 3454	100	100
Lot 3455	100	100
Lot 3456	100	100
Lot 3457	100	100
Lot 3458	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3459	100	100
Lot 3460	100	100
Lot 3461	100	100
Lot 3462	100	100
Lot 3463	100	100
Lot 3501	100	100
Lot 3502	100	100
Lot 3503	100	100
Lot 3504	100	100
Lot 3505	100	100
Lot 3506	100	100
Lot 3507	100	100
Lot 3508	100	100
Lot 3509	100	100
Lot 3510	100	100
Lot 3511	100	100
Lot 3512	100	100
Lot 3513	100	100
Lot 3514	100	100
Lot 3515	100	100
Lot 3516	100	100
Lot 3517	100	100
Lot 3518	100	100
Lot 3519	100	100
Lot 3520	100	100
Lot 3521	100	100
Lot 3522	100	100
Lot 3523	100	100
Lot 3524	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3525	100	100
Lot 3526	100	100
Lot 3527	100	100
Lot 3528	100	100
Lot 3529	100	100
Lot 3530	100	100
Lot 3531	100	100
Lot 3532	100	100
Lot 3533	100	100
Lot 3534	100	100
Lot 3535	100	100
Lot 3536	100	100
Lot 3537	100	100
Lot 3538	100	100
Lot 3539	100	100
Lot 3540	100	100
Lot 3541	100	100
Lot 3542	100	100
Lot 3543	100	100
Lot 3544	100	100
Lot 3545	100	100
Lot 3546	100	100
Lot 3547	100	100
Lot 3548	100	100
Lot 3549	100	100
Lot 3550	100	100
Lot 3551	100	100
Lot 3552	100	100
Lot 3553	100	100



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Owners Corporation Search Report

Produced: 03/04/2023 09:55:52 AM

**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3554	100	100
Lot 3555	100	100
Lot 3556	100	100
Lot 3557	100	100
Lot 3558	100	100
Lot 3559	100	100
Lot 3560	100	100
Lot 3561	100	100
Lot 3562	100	100
Lot 3563	100	100
Lot 3564	100	100
Lot 3565	100	100
Lot 3566	100	100
Lot 3567	100	100
Lot 3568	100	100
Lot 3569	100	100
Lot 3570	100	100
Lot 3571	100	100
Lot 3572	100	100
Lot 3573	100	100
Lot 3574	100	100
Lot 3575	100	100
Lot 3576	100	100
Lot 3577	100	100
Lot 3578	100	100
Lot 3579	100	100
Lot 3580	100	100
Lot 3581	100	100
Lot 3582	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2023 09:55:52 AM

**OWNERS CORPORATION 1
PLAN NO. PS611333Q**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3583	100	100
Lot 3584	100	100
Lot 3585	100	100
Lot C	150	1
Lot T1	1	1
Lot U	1	1
Total	198052.00	197903.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

From www.planning.vic.gov.au at 05 April 2023 11:56 AM

PROPERTY DETAILS

Address: **308 SALTWATER PROMENADE POINT COOK 3030**
 Lot and Plan Number: **Lot 1120 PS611333**
 Standard Parcel Identifier (SPI): **1120\PS611333**
 Local Government Area (Council): **WYNDHAM**
 Council Property Number: **205288**
 Planning Scheme: **Wyndham**
 Directory Reference: **Melway 208 G11**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **POINT COOK**

OTHER

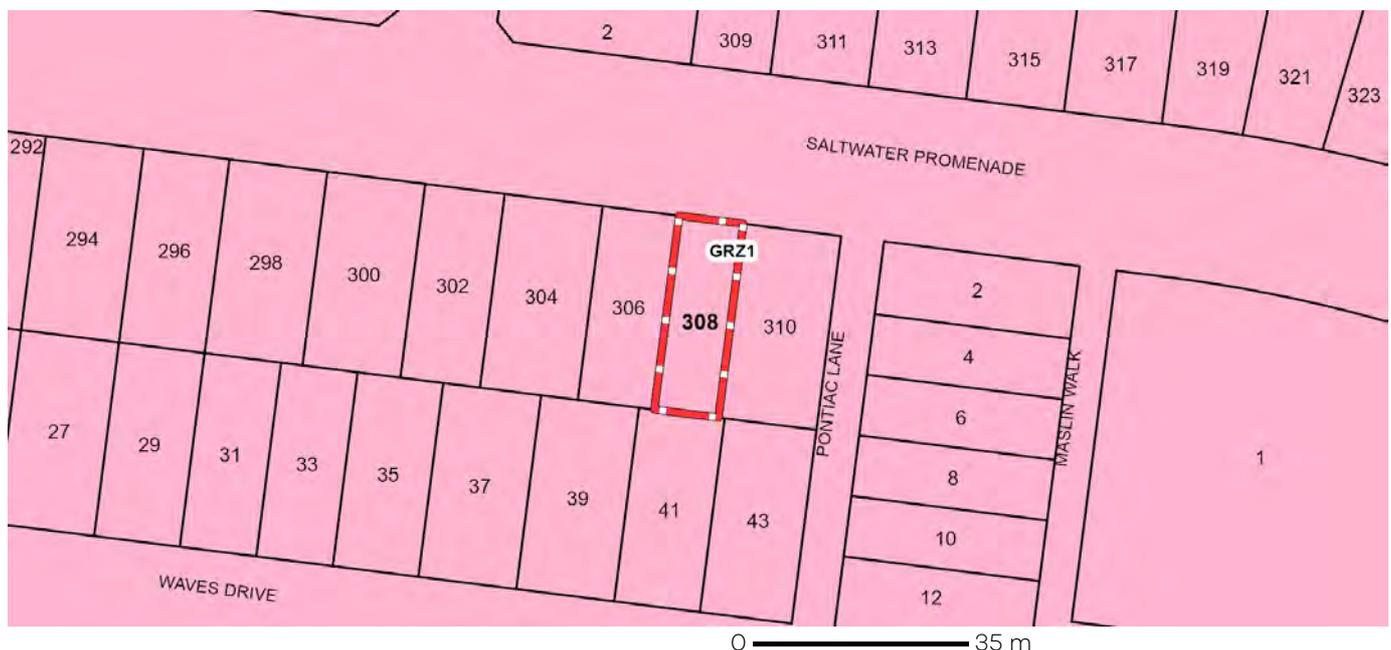
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



 **GRZ - General Residential**

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

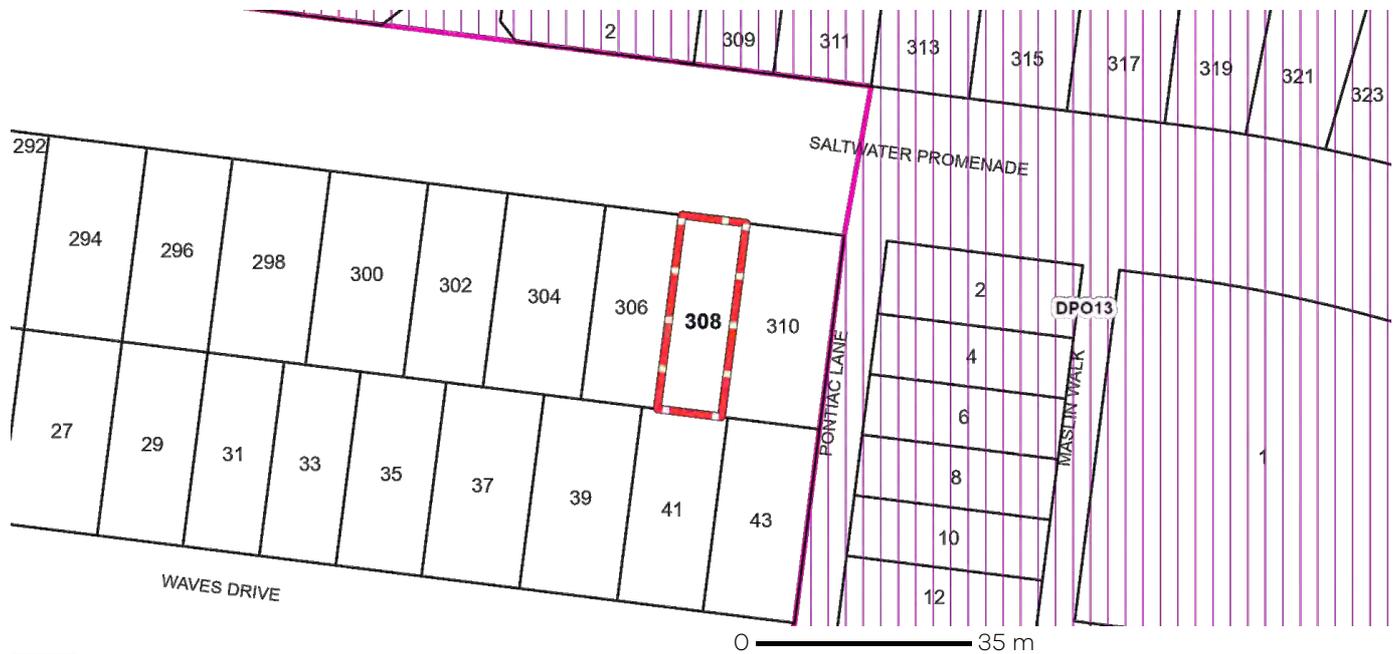
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)



 DPO - Development Plan Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 29 March 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



 Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

919306

APPLICANT'S NAME & ADDRESS

WONDERS LEGAL C/- TRISEARCH (SMOKEBALL) C/-
LANDATA
MELBOURNE

VENDOR

YANG, MIN

PURCHASER

N/A, N/A

REFERENCE

427003

This certificate is issued for:

LOT 1120 PLAN PS611333 ALSO KNOWN AS 308 SALTWATER PROMENADE POINT COOK
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/wyndham>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

03 April 2023

Sonya Kilkenny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Wonders Legal C/- triSearch (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 427003

NO PROPOSALS. As at the 3th April 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

308 SALTWATER PROMENADE, POINT COOK 3030
CITY OF WYNDHAM

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 3th April 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 68435313 - 68435313094925 '427003'



Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 1300 023 411
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 427003

Our Ref: w2023C33684

03 April 2023

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 308 Saltwater Promenade POINT COOK VIC 3030

A search of Building Services records for the preceding 10 years has revealed the following building history.

Permit No	Building Type	Permit Date	Occupancy/Final No.	Occupancy/Final Date
20140040/0	Dwelling & Garage	26/02/2014	20140040	03/09/2014

Determinations made under Regulation 64(1) or exemptions granted under regulation 231(2)

Council has no records of any determinations or exemptions granted. Check current Building or Occupancy Permits for these details.

Outstanding orders or notices

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

Personal safety

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

Failure to comply with either of these requirements may result in significant fines and Court prosecution.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email mail@wyndham.vic.gov.au.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Philip Wilson".

**PHILIP WILSON
CO ORDINATOR BUILDING SERVICES**



Civic Centre
Postal 45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone 1300 023 411
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

Your Ref: 427003

Our Ref: wLIC02324/23

Date: 03/04/2023

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2023
Assessment No: 205288
Certificate No: wLIC02324/23
All Enquiries and Updates to 1300 023 411



Property Description: V 11357 F 246 L 1120 PS 611333 Deutgam Parish
AVPCC Code: 110 - Detached Home
Property Situated: 308 Saltwater Promenade
POINT COOK VIC 3030

Site Value	\$365000	CIV	\$550000	NAV	\$27500
------------	----------	-----	----------	-----	---------

The level of valuation is 01/01/2022.
The Date Valuation was adopted for rating purposes is 01/07/2022.

Total Arrears		\$6465.84
Current Year's Rates		
General DL Rates		\$1254.00
Municipal Charge		\$64.20
Garbage Charge		\$353.00
Fire Services Levy		\$146.15
Current Rates Levied	\$1817.35	
Interest		\$402.47
Balance Outstanding		\$8685.66

TOTAL OUTSTANDING	\$8685.66
--------------------------	------------------

Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT:Landata

RECEIVED THE SUM OF \$27.80 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE:wLIC02324/23



Mary-Jane Moala/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Billers Code: 76869

Customer Reference Number: 1936247

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 1936247

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a **copy of this LIC** to PO Box 197, Werribee, VIC 3030



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1252 0706 8111

DATE OF ISSUE - 3/04/2023

APPLICATION NO.

1111971

LANDATA COUNTER SERVICES

YOUR REF.
68435313-029-6

SOURCE NO. 99904685210

PROPERTY: 308 SALTWATER PROMENADE POINT COOK VIC 3030

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of four hundred and sixteen dollars and one cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2022 - 30/06/2023	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	109.68	Quarterly	31/03/2023	82.26	54.84
PARKS SERVICE CHARGES	81.60	Annually	30/06/2023	81.60	0.00
WATER NETWORK CHARGE RESIDENTIAL	206.28	Quarterly	31/03/2023	154.71	103.14
SEWERAGE NETWORK CHARGE RESIDENTIAL	238.72	Quarterly	31/03/2023	179.04	119.36
TOTAL	636.28			497.61	277.34

Service charges owing to 30/06/2022	0.00
Service charges owing for this financial year	277.34
Adjustments	0.00
Current amount outstanding	277.34
Plus remainder service charges to be billed	138.67
BALANCE including unbilled service charges	416.01

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1252 0706 8111



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1252 0706 8111

DATE OF ISSUE - 3/04/2023

APPLICATION NO.

1111971

This statement does not include any volumetric charges from 11/10/2018. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1252 0706 8111

DATE OF ISSUE - 3/04/2023

APPLICATION NO.

1111971

Information given pursuant to section 158 of the Water Act 1989

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Pursuant to section 144 of the Water Act 1989 Greater Western Water has declared this property to be a serviced property for the purpose of: (a) Water supply; and (b) Sewerage services. Pursuant to section 145 of the Water Act 1989, certain conditions of connection bind the owner and occupier of the property while it is connected to any of the services. For further information or to obtain conditions of connection, telephone 13 44 99 or visit www.gww.com.au.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line underneath.

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

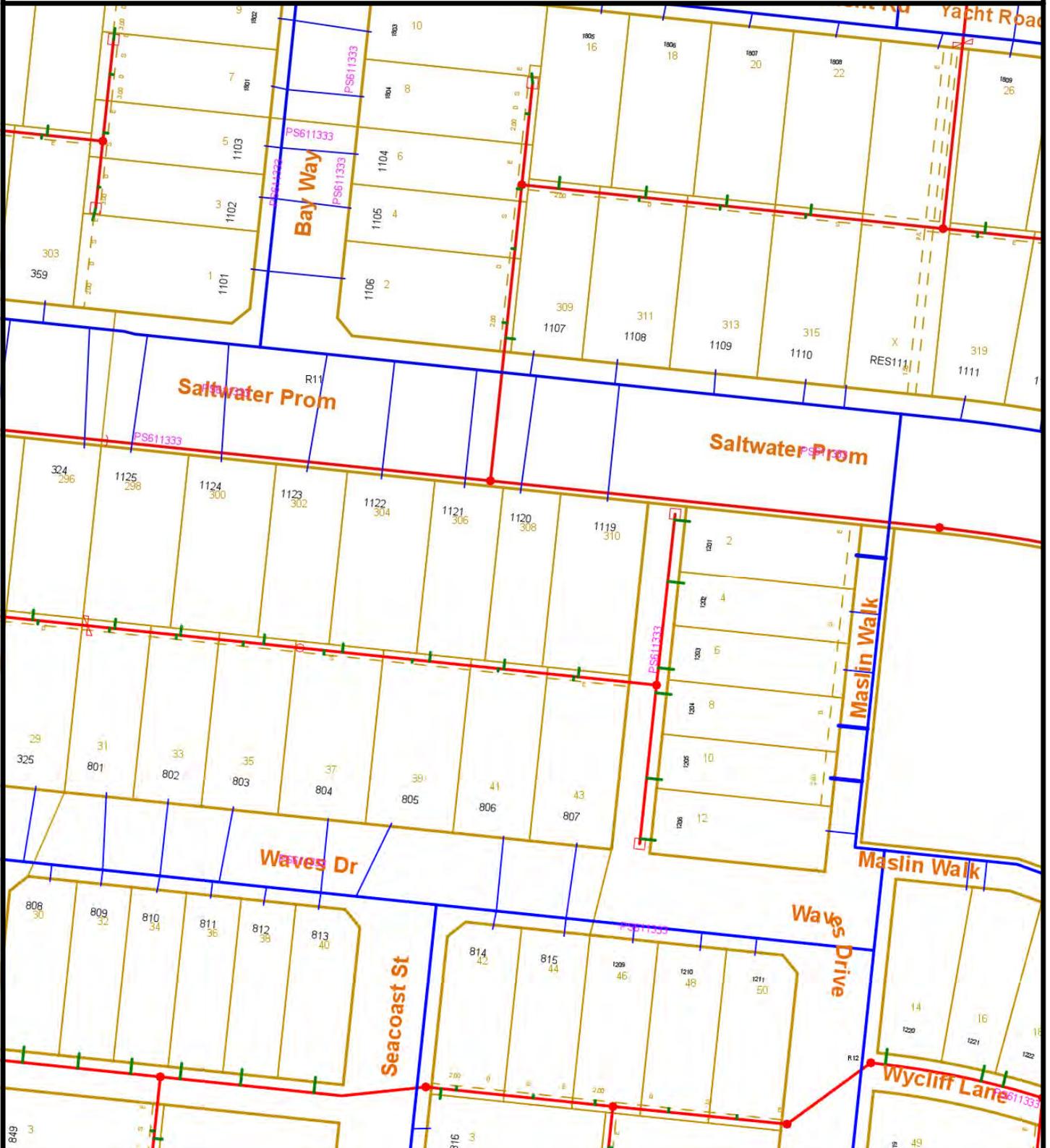
Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

308 SALTWATER PROMENADE POINT COOK 3030

Application No. 1111971



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main	<p>Date: 03/04/2023</p>
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main	
	Sewer Main		MW Abandoned Channel		MW Water Main	
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main	
	Water Main		MW Underground Drain		MW Manhole	
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole	

Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / WONDERS LEGAL

Your Reference: WL:23:3431

Certificate No: 62514180

Issue Date: 03 APR 2023

Enquiries: ESYSPROD

Land Address: 308 SALTWATER PROMENADE POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: MIN YANG

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$550,000

SITE VALUE: \$365,000

AMOUNT PAYABLE: \$38,755.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 62514180

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$505.00

Taxable Value = \$365,000

Calculated as \$375 plus (\$365,000 - \$300,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 62514180

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 62514180

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 62514180

Land Address: 308 SALTWATER PROMENADE POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39858301	1120	611333			\$38,755.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MIN YANG	2023	\$365,000	\$7,805.00	\$1,825.00	\$9,630.00
MR MIN YANG	2022	\$300,000	\$6,375.00	\$1,500.00	\$7,500.00
MR MIN YANG	2021	\$300,000	\$6,375.00	\$1,500.00	\$7,500.00
MR MIN YANG	2020	\$340,000	\$7,255.00	\$1,700.00	\$8,500.00
MR MIN YANG	2019	\$300,000	\$4,875.00	\$1,125.00	\$5,625.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Total Amount Payable for Property:	39858301	\$38,755.00
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Total: \$38,755.00

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 - Reg 16 & 17 Owners Corporation Regulations 2018 - Subdivision Act 1988

Owners Corporation No.	Owners Corporation No. 1 - PS 611333Q	
Prepared for:	Lot 1120	308 Saltwater Promenade 'Saltwater Coast' POINT COOK VIC 3030
Postal Address:	Suite 12, Level 2 / 100 Overton Road, WILLIAMS LANDING VIC 3027	
Vendor	Min Yang	
Purchaser:	Not Known	
Applicant:	Infotrack on behalf of Wonders Legal	
Applicant Reference:	WL:23:3431	
IMPORTANT: The information in this certificate has been issued on 04/04/2023		
As information contained within this certificate is only valid as at its date of issue, an updated certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.		
This Certificate has been issued for Lot 1120 on Owners Corporation Plan No. 611333Q		

1. The present annual fees for the above Lot are **\$837.76** for the year commencing **01/11/2022**, payable on a **bi-annual** basis. *The annual contribution fee is set in accordance with the annual budget of the Owners Corporation that is resolved at the Annual General meeting and may be subject to change depending on the budget set each year.*

Due Date	Due Date	Amount
For the period of 01/11/2022- 30/04/2023	01/11/2022	\$417.37
For the period of 01/05/2023– 30/10/2023	01/05/2023	\$ 420.39
Total		\$ 837.76

2. The fees are paid up until **30/04/2023**. *Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation. Penalty interest accrues daily and the rate of interest charged is fixed at the current penalty rate as per the Penalty Interest Rates Act 1983.*

The fees for the period 01/11/2022 to 30/04/2023 of \$417.37 are paid.

3. The present total of unpaid fees is **\$0.00** (plus penalty interest of \$0.00).

4. The present total of unpaid Special or Miscellaneous Levies is **\$0.00** (plus penalty interest of \$0.00).

Due Date	Amount	Details
-	NIL	-

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:-
None known as of this stage.

6. The Owners Corporation has the following insurance cover:-

Insurer: CHU Underwriting Agencies Pty Ltd		Policy No. HU0006096691
Broker: Cover Force		Premium: \$31,625.00
Policy Type: Community Association Insurance Plan		Paid on: 06/12/2022
Period of Insurance Cover: 02/12/2022 to 02/12/2023		
Building/Common Property	\$10,482,865.00	Excess \$500.00
Loss of Rent and Temporary Accommodation (total payable)	\$1,527,290.00	
Liability to others	\$20,000,000.00	
Voluntary Workers	\$300,000.00 / \$3000.00 per week	
Fidelity Guarantee	\$100,000.00	
Office Bearers' Legal Liability	\$5,000,000.00	
Machinery Breakdown	\$250,000.00	
Government Audit Costs	\$25,000.00	
Appeals Expenses	\$100,000.00	
Legal Defence Expenses	\$50,000.00	

7. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act.

Insurances maintained by the Owners Corporation strictly extend to the registered common property of the Owners Corporation. The responsibility to make arrangements for any and all insurance requirements in respect of a dwelling and / or private property situated within the title encumbrance of a Lot is that of the respective Lot owner.

8. The total funds held by the Owners Corporation as at 04/04/2023 is **\$665,676.22** (Administration Fund: \$552,448.01 Maintenance Fund: \$113,228.21). The total amount of funds currently invested by the Owners Corporation is \$848,427.47.
9. The Owners Corporation does not have liabilities not covered by annual fees, special levies and repairs and maintenance as set out above. In the event of a budget shortfall and / or if there are insufficient funds held by the Owners Corporation to meet its operational expenses and / or any insurance policy premium if required, a Special Levy will be raised based on the Lot Entitlement & Liability as registered on the Plan of Subdivision.
10. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:-
 - Two Cool Dads Pty Ltd – Lease of Common Property Retail Premises / Café
 - Powercor – Lease for the Electrical Substation
 - Techno Gym - Commercial Lease Agreement for Gym Equipment
 - Quantum CM Solutions - Residential Club Management Agreement
11. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows:- None known at this stage.
12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? No.
13. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:- The Owners Corporation have instigated legal action against Lot Owners to recover outstanding fees and levies owing to the Owners Corporation. As at 04/04/2023 there is a total amount of \$170,366.69 of fees and levies owing to the Owners Corporation in arrears.
14. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.
15. No proposal has been made for the appointment of an administrator.
16. Any other information:-
 - i) An order has been obtained at the Victorian Civil Administrative Tribunal (VCAT) to excise Lot C & D from the registered Plan of Subdivision.
 - ii) Vendors are to handover any/all access proximity swipe access cards to the Saltwater Coast Lifestyle Centre that are currently in their possession (unless the current residential tenancy agreement is subject to transfer at settlement). Failure to provide these will result in the purchaser being required to purchase new access fobs.

If purchasing an existing dwelling, it is highly recommended that a potential purchaser obtain a Design Review Committee ('DRC') Inspection Report for the property to report on the external elements and that the Lot has been developed in accordance with the Building Design Guidelines in force by this Owners Corporation. Certified approval is obtained via the Saltwater Coast DRC Locked Bag 35007, Collins Street West, VIC 8007 Email: drc@saltwatercoast.com.au Phone 1300 357 000. Please refer to the Building Design Guidelines for further details. Should at any time post-settlement circumstances arise whereby this Lot becomes subject to a breach notice for failure to comply with the design guidelines, the purchaser is acknowledging that despite being pre-existing to their ownership, they have accepted the responsibility for any and all non-compliance matters relating to the property and as such, are liable to facilitate the required rectification as determined by the breach.

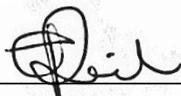
17. The following documents are attached to this certificate:-
 - A copy of the minutes of the last Annual General Meeting
 - A copy of the Consolidated Rules of the Owners Corporation
 - A copy of the Saltwater Coast Estate Building Design Guidelines
 - Statement of Advice and information for Prospective Purchasers and Lot Owners.

All information provided within this this certificate is correct to the best of our knowledge as of the date it has been issued and is strictly valid on its day of issue.

An update on this certificate will be provided (items 1 – 5) for a fee of \$50.00 inc GST within 60 days of the issue date. Once expired, an application must be made for a new certificate.

Content contained therein this certificate may be subject to change without notice and furthermore, no other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory. Quantum United Management Pty Ltd accepts no liability. Any additional information on prescribed matters can be obtained by inspection of the Owners Corporation register. An applicable fee to provide this service may apply.

Signed on behalf of Owners Corporation No. 1 PS611333Q by:-



Chantel Reid

Dated:- 04 April 2023

In the capacity as Owners Corporation manager pursuant to the instrument of delegation made by the Owners Corporation, affixing the common seal of the Owners Corporation under Section 21 of the Owners Corporations Act 2006.



Quantum United Management Pty Ltd

ABN 69 202 124 813

Suite 12, Level 2, 100 Overton Road

WILLIAMS LANDING VIC 3027

Phone: 03 8360 8800

Email: saltwater@quantumunited.com.au

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

SCHEDULE 3

Owners Corporations Regulations 2018 Regulation 17

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

NOTICE OF INTERIM RESOLUTIONS OF THE
ANNUAL GENERAL MEETING OF OWNERS CORPORATION
No.1 PLAN OF SUBDIVISION PS611333Q

This notice serves as notice as required under section 78 (2 & 3) of the Owners Corporation Act 2006.

Interim resolutions become resolutions of the Owners Corporation:

- a. subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- b. if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- a. if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note:

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

Date: 16th December 2021

Time: 7.00 pm

Place: Saltwater Coast Lifestyle Centre Function Room, 261 Saltwater Promenade, Point Cook

Meeting Opened at 7:05 pm

1. Attendances & Apologies

Lot Owner/s present & eligible to vote:	
Lot 159 – Andrew Last	Lot 2229 – Rajeen Chandra
Lot 172 – Emma Cambridge	Lot 2404 – Nadene Muller
Lot 228 – Ian Pannel	Lot 2417 – Sarah Mercieca (Zoom)
Lot 230 – Dominic Moss	Lot 2606 – Yiming Fu
Lot 516 – Ron Bayley	Lot 2740 – Santosh Pawar
Lot 756 – Gina Carmellotti	Lot 2818 – Amritpall Singh
Lot 1306 – Muhammad Younus Khan	Lot 2827 – Fiona Ryder & Martyn Walker
Lot 1735 – Steven Taylor	Lot 3429 – Jackson O’Keeffe (via Zoom)
Lot 1830 – Ulophi Hatoka	Lot 3456 – Patricia Pallot
Lot 1837 – Riaz Sevus	Lot 3549 - Buddhika Butuwatta
Lot 2145 – Michelle D’Arcy	
Lot 2225 – Harry Giannakidis	

Other Lot Owners present
Lot 134 - Vijay R K Viswanathan and
Madhumitha Haribabu
Lot 2739 – Neal Gildea

Also Present:

Chantel Reid, Jonathan Smith and Tharanga Edirisuriya representing Quantum United Management Pty Ltd in person. Robin Khahill of Quantum United Management via Zoom online.

Apologies:

Lot 754 - Sue Oliver
Lot 2108 - Laura Gonzalez

2. Proxies

Owners represented by proxy & eligible to vote:

Lot owners who provided a proxy:	Proxy in favour of:
Lot 261– Tammy Guha & Bhavana Khaja	Andrew Last– Lot 159
Lot 608 – Yvonne Whitty & David Whitty	Andrew Last – Lot 159
Lot 1108 – Yariet Anne Peers & Brian Gormley	Andrew Last – Lot 159
Lot 1344 - Manjush & Ruta Kothare	Nora Khudrus (Property Manager)
Lot 1504 – Andrew & Miranda Borg	Andrew Last – Lot 159
Lot 2765 – Paul & Katie Carter	Andrew Last – Lot 159
Lot 3430 – Danielle Yan	Jackson O’Keeffe – Lot 3429
Lot 3576 – Zheming Zhang	Jackson O’Keefe – Lot 3429

3. Quorum & Entitlement to Vote

A Quorum was not achieved but the members resolved to proceed with the meeting in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions.

Motion carried by a simple majority

4. Chairperson

Members present agreed to appoint Chantel Reid of Quantum United Management as the Chair of the Annual General Meeting.

5. Acceptance of Minutes

RESOLUTION: It was resolved that the Minutes of the previous Annual General Meeting held on Thursday 10th December 2020 be adopted and signed as a true and correct record.

Motion carried by simple majority

6. Reports

6.1 Committee Report / Section 115 of the Owners Corporation Act 2006

The Manager noted that the Committee Report formed part of the Managers Report, it was further noted that a Facility Management Report was completed by Nicole on behalf of the Saltwater Coast Lifestyle Team and that this is available on the community website.

Andrew Last, the appointed Chairperson of the Owners Corporation provided a verbal update to the members in attendance.

Committee updates:

Andrew advised the members that the Committee is a group of volunteers who are elected to the Committee each year to assist in the Management of the Owners Corporation working alongside the Owners Corporation Managers, and Lifestyle Centre Team to ensure that the Facility is operating as it should, given that it is an investment for all owners within the Estate.

Andrew and Jonathan Smith of Quantum United Management advised that the Committee worked through a Security audit of the onsite computers which were found to be in breach of multiple security aspects with limited protection. The audit and rectification works included the below:

- Office 365 Email migration
- Azure AD/Workstation Update
- SharePoint Migration
- Networking
- Implementation of Data Prevention Loss Policies
- Sophos Endpoint/Sophos Intercept X and Phishing Campaign
- Decommission
- Cutover and Post Support

Members requested that a copy of the audit report of the computer systems be made available for all members on the website.

ACTION: The Manager to upload a copy of the report to the Saltwater community website

Lifestyle Centre Staff

Andrew advised that previously delegated members of the Owners Corporation Committee had undertaken the HR role for the Lifestyle Centre staff, it was noted that the Committee has recently engaged Quantum United Management to undertake this role to assist in ensuring the best management and support for the staff and compliance with all legislative requirements given that the Manager is familiar with these processes.

It was further noted that the Lifestyle Centre Staff have been supportive of these arrangements.

Compliance

Andrew advised that all lot owners who have purchased within the Owners Corporation are aware of the Registered Rules and Design Guidelines as these form part of the Contract of Sale. Andrew further advised that it is a requirement that members comply with the rules and guidelines and this process is enforced by regular estate audits being undertaken. The Committee supports this process and endeavours to ensure that the Estate is being maintained in the way in which it was intended, advising many members purchased based on these requirements.

Members queried where the Estate boundaries were and were advised by the Manager that a map will be uploaded to the website for members to view.

ACTION: The Manager confirmed that an Estate map showing the boundaries of the Saltwater Coast community would also be uploaded for members information.

6.2 **Manager's Report / Section 126 of the Owners Corporation Act 2006**

The Manager provided a summary of the **Manager's Report** that was enclosed within the AGM Documentation provided to owners.

Owners Corporation Operations and Lifestyle Centre (LSC)

The Manager advised that unfortunately, due to the Covid-19 pandemic and based on Victorian Government's restrictions, the LSC had to close on several occasions throughout the reporting financial year, we understand that it has not only been challenging for the Owners Corporation's (OC) operations but also for most of the community members. On behalf of the committee, we appreciate your patience and support throughout the year.

Since the ongoing temporary closures of the LSC we have tirelessly worked with your elected committee and the Centre Management team to ensure the OC continued its operations as required and met its legal obligations. The LSC although was closed had to continue with regulatory building checks such as essential safety maintenance and preventive maintenance.

We successfully convened 6 formal committee meetings. During these meetings, in addition to the regular review of the OC's finances and activities, members of the committee made some important decisions on projects such as the installation of a designated pool swimming lane between 5pm and 10am daily, cyber security auditing and upgrades to computer systems and sourcing quotes for the upgrades of the spa floor decking areas. There were also multiple discussions held with the Committee in relation to the ever-changing COVID requirements that affected the Saltwater Coast Lifestyle Centre.

The Committee and Manager continue to liaise with Aveo (the Developer) regarding the sales office and the handover date to the Owners Corporation, further updates will be provided to the members via email once these are available.

The Manager advised that Quantum has been engaged to take on an interim Operational Management & Support Role of the Lifestyle Centre team. This will consist of working alongside the Centre Manager to ensure a review of the team member position descriptions, key performance indicators where relevant, accountability requirements, clear expectations to assist in aligning the Committee and the OC expectations with that of the Centre Management Team functions and duties. There will also be a consistent and supportive management and reporting framework put in place for the Lifestyle Centre Manager back to Quantum. The Manager further noted that the Centre Management team had been supportive of this support role.

Compliance Audits

The Manager advised that members and residents have provided strong feedback about the desire to see more compliance within the estate.

As such, we have an ongoing focus to continue to effectively manage the compliance program to strive towards the goal of a well-presented Saltwater Coast Community in line with the Owners Corporation Rules and the Design Guidelines.

As of 1 November 2021, Quantum United Management has commenced the compliance audits of the Saltwater Coast community handed over from the LSC team, this will allow the onsite staff at the LSC to focus more on the operations of the LSC and work through all of the requirements in line with the Government Directives in relation to COVID.

The Manager further noted that we appreciate that many owners pride themselves in being a part of the Saltwater Coast (SWC) community, especially due to the streetscape and design controls that are in place. We also understand a key reason that owners purchased within Saltwater Coast was for the streetscape, consistent presentation and appeal of well-maintained properties. On behalf of the community, we want to thank everyone that takes

the time and effort to maintain the aesthetic appeal of the estate, in particular the nature strips, landscaping and controlling the visibility of bins.

The Manager further detailed the process undertaken including the issue of courtesy notices, Section 155/157 documentation, Grievance Hearings, and the possibility of those matters proceeding to VCAT.

The Manager thanked the committee members for their invaluable time and dedication, The Centre management team for all their effort and all members of the O/C for their patience and understanding in the past year.

- 6.3** Dispute Resolution Report / Part 10 of the Owners Corporation Act 2006
The Manager noted that pursuant to section 159 of the Owners Corporation Act the Owners Corporation is required to provide a report in relation to the details of any dispute under this section within the reporting period.

Number of Complaints made under Division 1 of Part 10 of the Owners Corporation Act 2006:	41
Nature of complaints:	40 relating to compliance breaches and 1 for behaviour/misconduct – unacceptable treatment of LSC staff
Number of Complaints on which action was taken:	31
Nature of matter in respect of action being taken:	30 compliance complaints were to attend a grievance hearing, 10 matters complied prior to the hearings and were closed, 1 matter related to behaviour/misconduct
Number of matters in which an application was made to VCAT (Victorian Civil and Administrative Tribunal):	0
Nature of matters in which an application was made to VCAT:	-
Outcome of matters in which an application was made to VCAT :	-

- 6.4** Maintenance Plan Report
The Manager advised, as the Owners Corporation is a prescribed Owners Corporation in accordance with Division 3 of the Owners Corporation Act 2006 and Regulation 7 of the Owners Corporation Regulations 2018 a maintenance plan is required to be adopted by the Owners Corporation. The current Maintenance Plan was prepared on 17th September 2019 and adopted at the Annual General Meeting on 12th December 2019.

The current Maintenance Plan is available to be viewed at www.mysaltwater.com.au or alternatively at the office of Quantum United Management.

- 6.5** Insurance Valuation Report
The last insurance valuation report was undertaken in December 2018 and states the replacement value for insurance purposes of the buildings and other improvements in the Plan of Subdivision PS611333Q 1 is assessed at \$8,780,000 plus \$356,000 for removal of debris. This report is available to be viewed at www.mysaltwater.com.au

An endorsement to the policy was not required as current insured value is higher than the recommended value of the valuation report.

6.6 Safety Assessment Report

The Manager advised that all members are liable for any liability events that occur on common property. Common property for O/C No.1 PS611333Q is predominantly the Saltwater Coast Lifestyle Centre. Should there be an incident where there was a hazard that the O/C was aware of that caused an injury there may be a chance that the O/C (all lot owners) will be collectively liable. Further these areas are considered a work place for any contractors that the O/C is responsible for so it is important the areas are maintained free of any risks where possible. As a result we recommend that the O/C carry out an annual Safety Assessment of the common property areas and further engage Life Saving Victoria to carry out annual Pool Safety Assessment.

RESOLUTION: THAT the Owners Corporation resolve to have a Safety Assessment Audit of Common Property areas including all swimming pools carried out as recommended by Quantum United Management and that the completed report be tabled with the appointed Committee for action

Motion carried by a simple majority.

Q. A member queried how often these audits should be undertaken and why safety audits are not undertaken on a daily basis.

A. The Manager confirmed that the recommendation is that these reports are undertaken by a qualified independent specialist OH&S contractor on an annual basis, further noting that the Lifestyle Centre staff do undertake daily building checks and report on any items that require attention.

7. Finance:

7.1 Annual Audited Financial Statements for the period ending 31st October 2021

The Manager provided a brief summary of the audited financial reports for the period ending 31st October 2021. It was advised that the special purpose audit report is available on the community website – www.mysaltwater.com.au.

The financial year ended 31 October 2021 resulted in a deficit for the Administrative Fund of \$32,325.16 and a surplus within the Maintenance Fund of \$82,288.34

The **Owner's** Corporation is in a sound position with closing balances of \$1,260,946.12 within the Administrative Fund and \$372,550.06 within the Maintenance Fund.

Arrears

The accounts reflect a total arrears amount of \$126,972.27.

VCAT Fee Recovery

The Manager advised that Quantum United Management has recently commenced a new debt recovery process. It was noted that Members are provided ample communication and a reasonable and fair opportunity to settle financial matters prior to the accrual of interest, or an application to VCAT for fee recovery.

The proactive attempts of communication detailed in these steps – calls, SMS and emails are provided by Quantum United as a service and courtesy to residents in our communities.

The only communication required under the Owners Corporation Act 2006 is for the Owners Corporation to issue a Fee Notice and Final Fee Notice.

No of Lots that have had VCAT applications for Fee recovery lodged during the reporting period: 16

Payment Plans and Owners in Financial Difficulties

It is acknowledged how challenging and stressful it can be for owners experiencing financial hardship. Therefore, we do provide owners with the ability to enter payment plans with the Owners Corporation.

Owners can apply either directly with the Manager or via Quantum United's website.

RESOLUTION: It was resolved that Owners Corporation adopt the audited Annual Financial Statements for the period 1st November 2020 to 31st October 2021.

Motion carried by simple majority

- 7.2** Owners Corporation Budget for the period 1st November 2021 to 31st October 2022
This Owners Corporation and its members have numerous obligations pursuant to section 4 of the Owners Corporation Act 2006. This section outlines numerous functions of the Owners Corporation including but not limited to the management and administration of common property, repair and maintenance of common property, all chattels fixtures, fittings and all services related to common property, applicable equipment and services for which an easement exists, various insurance obligations and all other obligations under the Subdivision Act 1988, Owners Corporation Act 2006, Owners Corporation Regulations **2018, Model Rules and the Owners Corporation's Registered Rules** and all other applicable laws.

The Owners Corporation must prepare and approve a budget and set fees to ensure there is sufficient income to meet all of the expenditure related to these obligations. Each owner will receive a fee notice with one amount that will also show a breakdown of the Administrative fund and Maintenance Fund fee portions where applicable.

The annual financial year for this Owners Corporation is 1 November to 31 October. Your appointed Committee reviewed and endorsed the proposed budget at a committee meeting held on 19 October 2021 with subsequent amendments made as agreed by the committee.

The Manager advised that the Owners Corporation must prepare and approve a budget and set fees to ensure there is sufficient income to meet all of the expenditure related to these obligations.

The annual financial year for this Owners Corporation is 1st November to 31st October each year.

Q. A question was raised in relation to the current cash surplus within the Owners Corporation accounts.

A: It was confirmed that on occasion, works may be required that can be quite costly, the current Committee have taken the approach of having a surplus of available funds to ensure that special levies would not be required to be issued to the members.

Q. A question was raised in relation to the budget allowance for the cleaning of the function room.

A. The Manager confirmed that the cleaning is now undertaken by the Owners Corporation cleaning contractor following any functions being held within the Centre, noting that this is no longer charged to the owner holding the function.

Q. A member queried the reduction in security charges for the upcoming year.

A. The Manager confirmed that the Committee had resolved to employ additional staff to take on the shifts in the early morning and late evening, rather than a guard further advising that this approach was undertaken as Centre Staff are more engaging with the community members and are knowledgeable and more able to assist with general owner enquiries with the Centre in which Security is not always able to do. It was further noted that the LSC Staff are not being employed as Security for their shifts, and should any incident occur, as the onsite guard would do, a call to police would be made if required.

RESOLUTION: It was resolved that the Owners Corporation adopt the Budget for the financial year 1st November 2021 to 31st October 2022.

Motion carried by simple majority

7.3 Owners Corporation Fees

Note: The fee for the period 01/11/2021 to 30/04/2022 has been pre-issued based on the last year's budget. Following the approval of this year's budget the last six-monthly fee will be adjusted to reflect the new approved fees.

Q. A member asked why the fees were increasing by approximately \$150.00 for the upcoming year based on last years fees.

A. The Manager advised that last year's fees had been discounted based on the savings made during the COVID closures, noting that this was a one-off discount which was communicated at the time. The Manager further advised that the 2019 – 2020 fees were issued at \$865.00, with the current financial years proposed to be \$834.00, approximately \$30.00 per annum less than pre-covid.

RESOLUTION: It was resolved that the Owners Corporation Fees be set as per the approved budget, that these fees be set based on lot liability for both the Administration and Maintenance Funds and that these fees be payable bi-annually in advance on 1st November and 1st May each year.

Motion carried by simple majority

ACTION: Members requested that the Manager include an annual email to all lot owners reminding them to ensure that their mailing and contact details are kept up to date to ensure all notices are received by them in due course. Manager to include reminder in upcoming e-bulletin.

7.4 Penalty Interest on arrears

RESOLUTION: It was resolved that pursuant to section 29 of the Owners Corporation Act 2006 the Owners Corporation may charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any money owed by a member to the Owners Corporation after the due date.

It was noted that the current interest rate is 10%

Motion carried by a simple majority

7.5 Waiving of Penalty Interest on Arrears

RESOLUTION: It was resolved that the Owners Corporation delegates to the Manager the powers of the Owners Corporation to waive interest on arrears when finalising payment of arrears.

Motion carried by a simple majority.

Debt Recovery

The Manager advised that the Owners Corporation need to approve the engagement of a debt recovery firm to recover arrears via VCAT and enforce any Magistrates Court Orders that have not been paid in full, this may involve costs that will be raised against the lot for recovery. The action may include the engagement of the Sheriff, Summons to Oral Examination, garnishee of wages or bank accounts, bankruptcy action or foreclosure on assets.

The Manager further explained that extensive process is undertaken prior to lodging VCAT applications and orders at Magistrates court in the endeavour to work with the owners before this stage is reached. This includes multiple reminders, assistance by offering payment plans and interest waivers. The manager further explained that this debt recovery process is an important part in the financial management of the Owners Corporation.

RESOLUTION: It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to lodge VCAT applications and register all VCAT Orders with the Magistrates Courts after the order has been issued by VCAT if payment in full has not been received after one (1) month and engage a legal firm to pursue enforcement of the order as required.

Motion carried by simple majority

7.6 Cost Recovery

RESOLUTION: It was resolved that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018 or the Rule of the Owners Corporation.

Motion carried by simple majority

8. Insurance:

The Manager advised that the Certificate of Currency and the PDS is available on the website: www.mysaltwater.com.au

8.1 Review of current Owners Corporation Insurance Cover:

RESOLUTION: It was resolved that the Insurance policy details for the Owners Corporation required by Division 6 of the Owners Corporation Act 2006 the details of which are outlined below be accepted, and that the Owners Corporation approve the renewal of the policies on the renewal date.

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	VT300313
Insured:	O/C No.1 PS611333Q1
Community Property (lifestyle centre, Building)	\$9,885,376
Community Property (Community Income)	\$1,482,806
Community Property (Common Area Contents/)	\$292,163
Public Liability	\$20,000,000
Voluntary Workers	\$200,000/\$2,000
Fidelity Guarantee	\$100,000
Office Bearers Legal Liability	\$5,000,000
Machinery Breakdown	\$250,000
Government & Audit Costs	\$175,000
Renewal Date:	2 nd December 2022.

STANDING DIRECTION (INSURANCE RENEWAL)

Members are advised that in order for Quantum United Management Pty Ltd to automatically renew the insurance policies applicable to the property a **“Standing Direction”** is to be provided to Quantum United Management Pty Ltd. The insurance policy will be renewed at the **“suggested”** rate of cover indicated as per the insurer’s recommendation on the renewal notice or as per the value recommended of a Valuation Report.

The information provided to the members is deemed to be given as General Advice only.

There were no objections to the Standing Direction.

Motion carried by a simple majority

8.2 Insurance Valuation

Pursuant to section 65 of the Owners Corporation Act a prescribed owners corporation must obtain a valuation of all buildings (including all structures on common property) that it is liable to insure every 5 years, or earlier as determined by the owners corporation. This report must be presented to members at the next annual general meeting after it is received.

The last insurance valuation for this owners corporation was obtained in December 2018 on this report provided a valuation of \$8,870,000 plus \$356,000 for removal of debris.

The Manager advised that the motion has been included within this agenda to provide members the opportunity to decide on proceeding with a further valuation if they wish.

RESOLUTION: It was resolved that the owners corporation obtain an insurance valuation for the buildings (including structures on common property) that it is liable to insure and that the report be presented to members at the next general meeting after it is received.

Motion carried by a simple majority

9. Election of Owners Corporation No. PS611333Q1 Committee:

The Manager read out the names of members who had submitted a committee nomination form and requested that each member in attendance introduce themselves to those in attendance prior to the motion being tabled for the Committee appointment.

RESOLUTION: It was resolved that the Owners Corporation appoint the following owners to the Committee and that these members have the powers delegated to them pursuant to section 11 of the Owners Corporation Act.

The following members were appointed to the Committee:

Andrew Last	Jackson O'Keeffe	Dominic Moss
Gina Carmellotti	Sarah Mercieca	Harry Giannakidis
Patricia Pallot	Nadene Muller	

Motion carried by simple majority

Andrew Last advised that he would like to formally recognise the time and contribution of both Sue Oliver and Michael Topolcsanyi over the last 8 years on the Owners Corporation Committee. Andrew further thanked all Committee members for their contribution over the last 12 months.

10. Election of Disciplinary Subcommittee

RESOLUTION: It was resolved that a grievance Committee, consisting of at least 3 lot owners from the main elected Committee, be elected for the purpose of dispute resolution as referred to in Rule 7 of the Model Rules in Schedule 2 to the Owners Corporation Regulations 2018 and Rule 59 as per the Registered Rules;

and

that this grievance committee is delegated powers that are limited to convening and attending grievance meetings, and to work through a solution to the complaint that is to be referred to the main Committee for formal resolution.

Motion carried by a simple majority

11. Other business:

11.1 Function Room Booking system

A Member advised that in the past when attempting to make a function room booking for a gathering/family birthday they have had trouble as the bookings are made many months in advance and there is limited availability. It was suggested that the bookings are being made on a regular basis by community groups.

The Manager confirmed that each lot is only entitled to make two bookings per year and they were not aware of any community groups current utilising the function room on a regular basis.

Members discussed and it was agreed that the appointed Committee would review the current booking policies and ensure that community groups are not utilising the centre during peak times being Friday evenings and the weekends.

ACTION: Committee to review the current Lifestyle Centre Function Room booking policy.

11.2 Trees located at the rear of the tennis court

Members noted that the trees at the rear of the tennis courts have died and require replacement.

ACTION: The OC Manager to advise Centre Manager to review and arrange replacement trees for the tennis court area.

- 11.3** Speed bumps within the estate
Members advised that on a regular basis there are cars hooning in particular areas of the estate and suggested that speed bumps be installed or an alternative traffic management solution. The Manager confirmed that they will discuss this with Council to ascertain who the Owners Corporation would need to approach to assist in this area.

ACTION: The Manager to speak with Council in relation to guidance on traffic management issued within the estate.

- 12.** Close of Meeting: With no further business the meeting closed at 9:09 pm.

The Manager thanked members for their attendance.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006096691
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	02/12/2022 to 02/12/2023 at 4:00pm
Plan Number	611333
The Insured	OWNERS CORPORATION PLAN NO. PS - 611333
Situation	264 SALTWATER PROMENADE POINT COOK VIC 3030

Policies Selected

Policy 1 – Insured Property

Building: \$10,181,937

Common Area Contents: \$300,928

Loss of Rent & Temporary Accommodation (total payable): \$1,527,290

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$250,000

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



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

Policy 10 – Lot owners' fixtures and improvements (per lot)

Not Selected

Flood Cover is included.

Common Area Cover

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

Indemnity under Policy 1 – Insured Property, is provided for Common Areas only, up to the sum insured shown on the schedule.

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by

Insured Event	Benefit
1. Death	\$300,000
2. Total and irrecoverable loss of all sight in both eyes	\$300,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$300,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$150,000
5. Total and irrecoverable loss of all sight in one eye	\$150,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$3,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,500
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities	\$7,500



– in respect of each week of disablement a weekly benefit not exceeding \$750 up to a maximum of:

8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	\$3,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$375 up to a maximum of:	\$3,750
10.	The reasonable cost of burial or cremation of a Voluntary up to a maximum of:	\$7,500

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

Date Printed

19/01/2023

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 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

▶ DESIGN GUIDELINES



SALTWATER COAST
POINT COOK

Enjoy life by the bay

aveo
LIVE WELL

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▶ GET READY FOR A BETTER LIFE.

IT ALL STARTS HERE: YOUR DESIGN GUIDE TO THE CONSTRUCTION AND MAINTENANCE OF YOUR LIFESTYLE AND INVESTMENT.

I INTRODUCTION

I.1 ABOUT AVEO

AVEO's vision for Saltwater Coast is a delicate balance of urban, natural coastal and rural residential themes providing a popular living environment responsive to the characteristic, aspiration and cultural identity of the community.

Saltwater Coast will offer a choice of homesites to suit every lifestyle. Designs will reflect a unified contemporary Australian style with a clear coastal influence.

Premium lots will retain captivating vistas to Port Phillip Bay and the Melbourne CBD skyline, whilst more affordable lots will provide a convenient low-maintenance lifestyle.

Saltwater Coast will respond to the distinctive coastal identity and contribute to the natural setting.

Saltwater Coast will also boast an array of lifestyle facilities with the planned commercial and retail shopping precinct, providing residents with convenience and specialty shops and the proposed Saltwater Lifestyle Centre featuring a recreation club, indoor and outdoor pool and gym.

I.2 SALTWATER COAST VISION

Saltwater Coast is a thriving bayside community, located only 20kms from the city. Situated in tranquil Point Cook, it's surrounded by the Point Cook Coastal Park, a protected marine sanctuary and the Cheetham Wetlands.

Designed with the community in mind, residents at Saltwater Coast have a lot to look forward to. They can enjoy access to a state-of-the-art Lifestyle Centre, with three pools, a gym, function room, bar and a café. There are also over 120 acres of parklands with BBQ facilities, playgrounds and picnic areas. Plus the development is only a stones throw from a number of great beaches.

What's more, its location by Port Phillip Bay makes it the last development in Melbourne with bay and city views. Just another reason why Saltwater Coast is a great place to call home.

I.3 TELSTRA SMART COMMUNITY®

Saltwater Coast is a Telstra Smart Community®. This provides our development with an exclusive Telstra Velocity™ network which uses the next generation optical fibre to smart wire your new home with the most up to date communication and entertainment services.

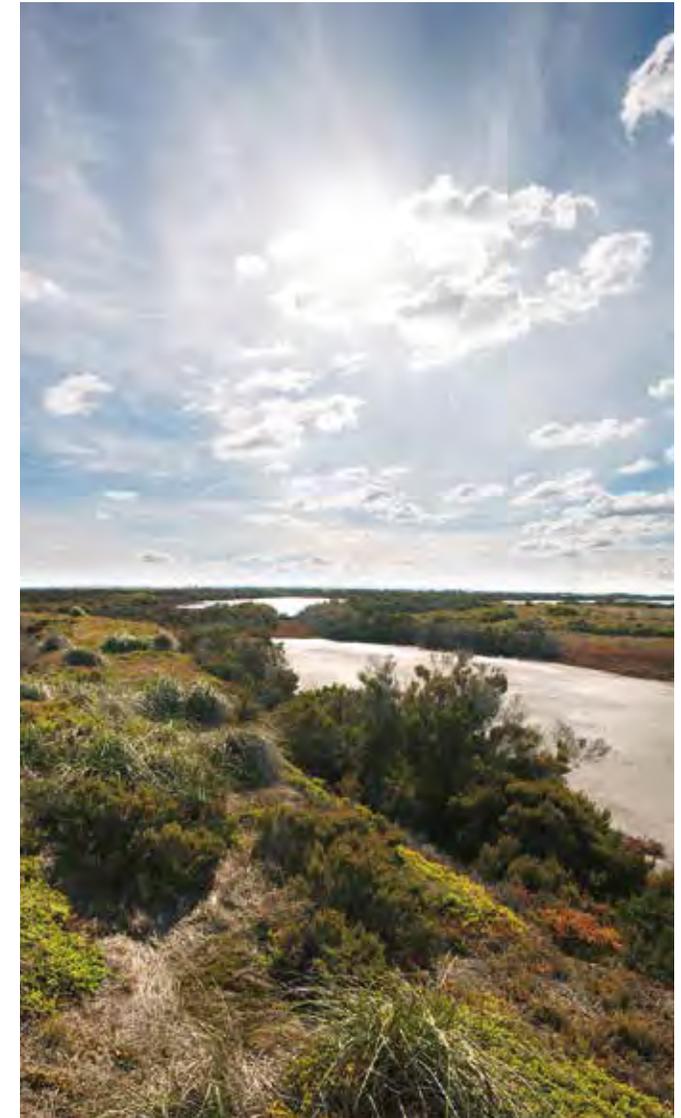


Figure 1.

2 THE PURPOSE

The Design Guidelines are intended to protect your lifestyle and investment by ensuring a high standard of design, construction and maintenance of all dwellings and landscaping; and by providing owners and builders with guidance on their home and garden designs.

The Design Guidelines allow flexibility in housing styles and formats to suit your lifestyle, without compromising the prestige and character of the community.

Saltwater Coast will provide enhanced streetscapes, parks, lakes, wetlands and valuable community amenities. It is particularly important that individual residences contribute to the overall character and image of the community estate.

All residential building designs must be approved and endorsed by the Saltwater Coast Design Review Committee. Compliance with the Design Guidelines is a requirement of your Contract of Sale prior to obtaining your building permit.

Buildings designed for non-residential uses (including community centres) are exempt from the Building Design Guidelines.

2.1 THE STRUCTURE

The Design Guidelines have been written to help you design your new home with high levels of amenity, privacy, sustainability and visual appeal, in terms of architectural form, building materials, colours and landscape treatments. Individuality is encouraged and the design of all new homes must reflect a contemporary Australian design character.

The Design Guidelines comprise a number of sections, each relating to different aspects of your home layout and design. These include:

- Site Layout and Set Backs
- Building Height
- Architectural Design
- Access and Parking
- Landscape
- Fencing
- Ancillary Features

Within each section, a series of Design Objectives and Design Controls are provided. The Design Objectives are intended to communicate the broad principles for the design and siting of your home and landscape, and the corresponding Design Controls are specific standards which must be met when designing your home. The design of your home must be able to demonstrate clearly that it meets both the Design Objectives and the Design Controls.

Note: Unless otherwise specified in the Design Guidelines, all development must comply with the relevant provisions of ResCode, as contained within the Wyndham Planning Scheme (clauses 54 to 56). Other relevant Government requirements such as Building Code of Australia (BCA) provisions for energy efficient new housing with a minimum of 5 star rating must also be demonstrated. Only house designs that satisfy these requirements will be permitted to be constructed.

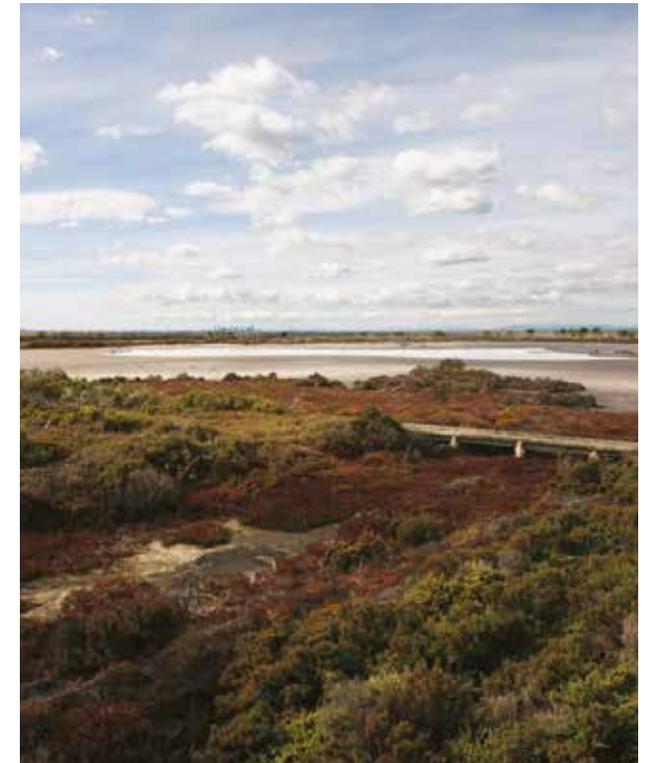


Figure 2.

2.2 THE PROCESS

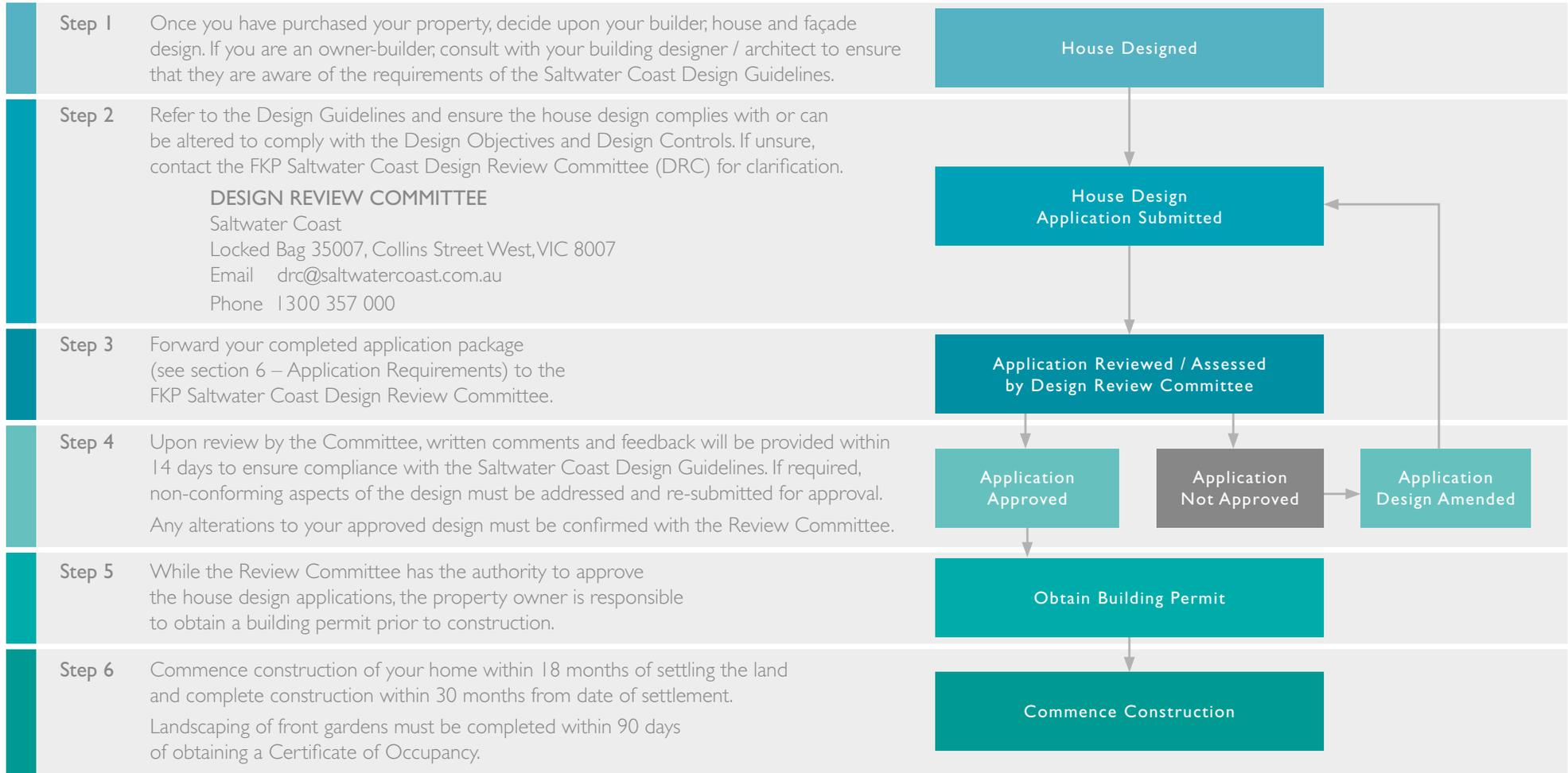


Figure 3.

3 THE VILLAGES

The vision for Saltwater Coast is to achieve a neighbourhood character which:

- Reflects a unified contemporary Australian style in residential development with a clear coastal influence.
- Retains important vistas to Port Phillip Bay and the Melbourne CBD skyline.
- Responds to the distinctive coastal identity and contributes to the natural setting.



Figure 4.

4 THE DESIGN GUIDELINES

4.1 SITE LAYOUT AND SET BACKS

4.1.1 Design Objectives

- To limit each lot to a single dwelling.
- To ensure a dedicated address and frontage to the street, or both streets for corner sites.
- To provide a consistent set back of houses along the street and encourage a high level of articulation.
- To provide the opportunity for landscape between houses.
- To encourage private living spaces on the north and east side of houses.
- To encourage useable private open space.
- To minimise overlooking and overshadowing of neighbours.
- To provide energy efficient housing appropriate to local conditions.
- To reduce resource consumption in the heating and cooling of your home.
- To promote passive methods of cooling your home.
- To ensure efficient and safe stormwater drainage and runoff from your property.

4.1.2 Design Controls

BUILDING ENVELOPES

- One single dwelling only may be constructed on each lot. Excluding Future Medium Density Sites.
- Lots greater than 450m² require a house plot (ground floor) of no less than 150m². Excluding Future Medium Density Sites.
- Lots smaller than 450m² require a house plot (ground floor) of no less than 110m². Excluding Future Medium Density Sites.

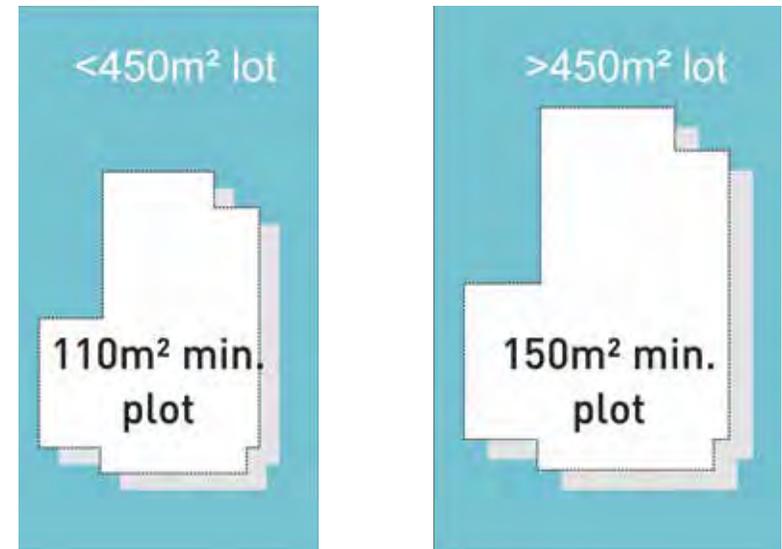


Figure 5.

SET BACKS

Building set backs are designed to create articulated streetscapes which respect view corridors. Set backs should also ensure good solar access is maintained to all habitable room windows and private open space, and avoid excessive amenity impact between lots. The following minimum set backs apply:

Single Dwelling Lots

- Front** Minimum 4.5m and maximum 5m from the front boundary to the building line.
Roofed verandah/porch/balcony elements and eaves may encroach no more than 1.5m into the front setbacks.
- Rear** Minimum 3.0m from the rear boundary.
- Side** Minimum 1.2m for single storey dwellings.
Minimum 1.8m for the upper level of double storey dwellings.
House design must comply with the provisions of ResCode as outlined in the Wyndham Planning Scheme (Clauses 54 to 56) unless specified. Single storey walls and garages may be built to the boundary if the design can be justified by demonstrating efficiency and amenity benefits. Dwellings will not be permitted to have zero lot line set backs on both side boundaries.
- Garages** Garages must be set back behind the front façade of the dwelling at least 0.5m.

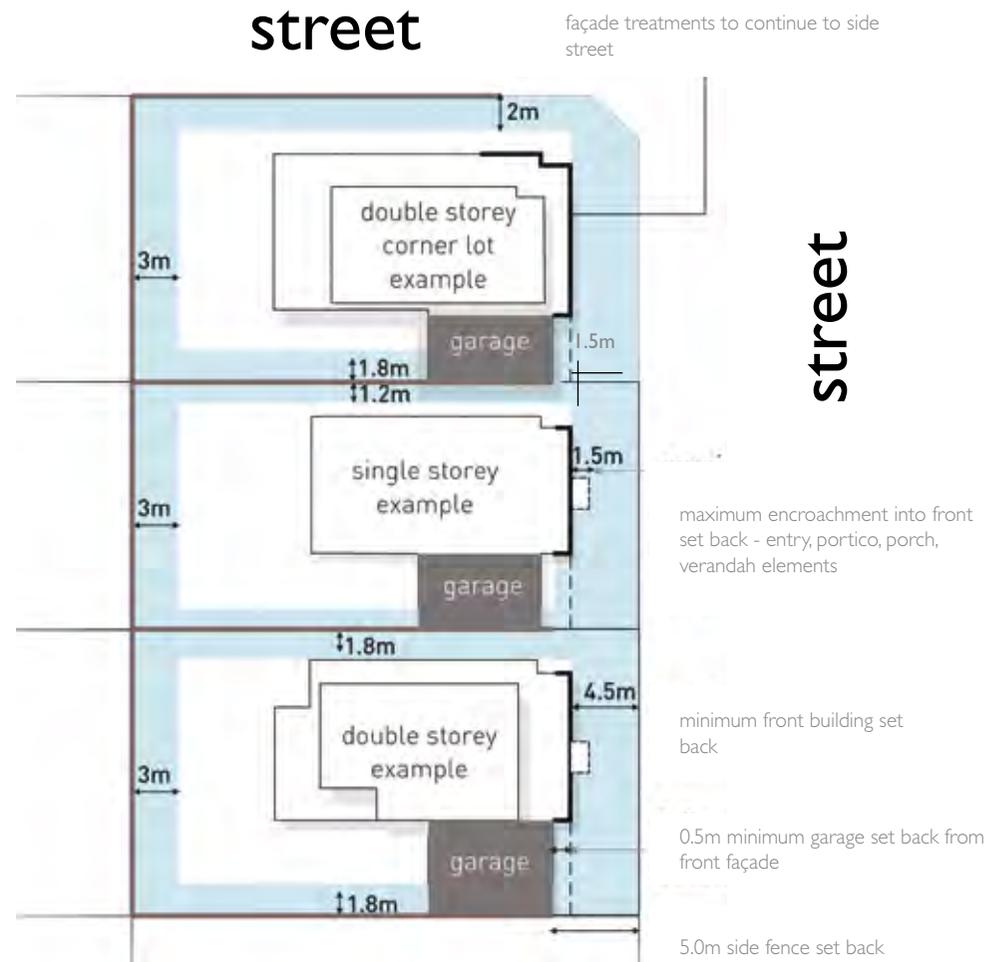


Figure 6.

Corner Single Dwelling Lots

Side

Minimum 2.0m from side street boundary. Designs for corner sites must address both street frontages. Side elevations should be given equal attention on these sites to create 'multi-sided' buildings. Primary façade treatments must continue along the exposed side façade to at least the same depth of the starting point of side fencing.

A home that is constructed on a corner lot must address both streets so that:

- habitable room windows overlook the side street, and
- there are no external services visible from either street.



Corner lots to address both streets and continue façade treatments

Figure 7.

Future Medium Density Sites

Future Medium Density Sites are excluded from Site Layout and Set Back requirements.



Figure 8. North facing open space and direct access to living areas



Figure 9. Place windows to maximise solar access and natural ventilation

4.2 BUILDING HEIGHT

4.2.1 Design Objectives

- To ensure that all houses conform to a consistent range of heights.
- To ensure that no individual house dominates the streetscape or neighbourhood.

4.2.2 Design Controls

HEIGHT

- The height and form of two storey homes must be consistent with the objectives and standards of ResCode and relevant Building Regulations, in particular with respect to off-site amenity impacts including overshadowing, overlooking and visual bulk.
- Building height restrictions are applicable to single residential lots only unless approved by the saltwater coast DRC.

Note: Building height restrictions are applicable to single residential lots only and may not affect Future Medium Density Sites, commercial and / or community buildings.



Figure 10.

4.3 ARCHITECTURAL DESIGN

4.3.1 Design Objectives

- To achieve high quality architectural designs and finishes.
- To ensure contemporary design of dwellings and associated gardens.
- To achieve designs that reflect the local residential and coastal sense of place.
- To ensure a 'total' building design with integrated elevation and roofing treatments.
- To adopt a varied palette of materials and finishes to ensure a visually interesting design.

4.3.2 Design Controls

CHARACTER

- Buildings must be contemporary in design, finish and form and reflect a contemporary Australian character.
- The usage of different materials such as at least 20% render; stack stone, weatherboards etc. are required to be used by residents to capture the contemporary Australian Design in their dwelling.



Figure 11.



Figure 12.



Figure 13.



Figure 14.



Figure 15.



Figure 16.

- Buildings must not include any architectural decorative elements that reflect past traditional styling (for example: Victorian, Edwardian, Queen Anne, Colonial, Georgian, Federation eras etc).
- Building must demonstrate careful consideration to the composition of the building façade and detailing.
- The façade of your home must include features such as porticos or verandahs to visually break up long walls.
- All exposed sides of the corner dwelling must include contrasting materials in a visually interesting manner.
- Garages must not dominate the appearance of the house and must be a complementary and recessive element to the building façade.
- Excluding Dedicated Medium Density Sites, buildings must not be of identical façades within three house lots along either side of the street. In the event that two applications request the same or similar façade design, approval will be granted to the first application to be received (see Figure 19).

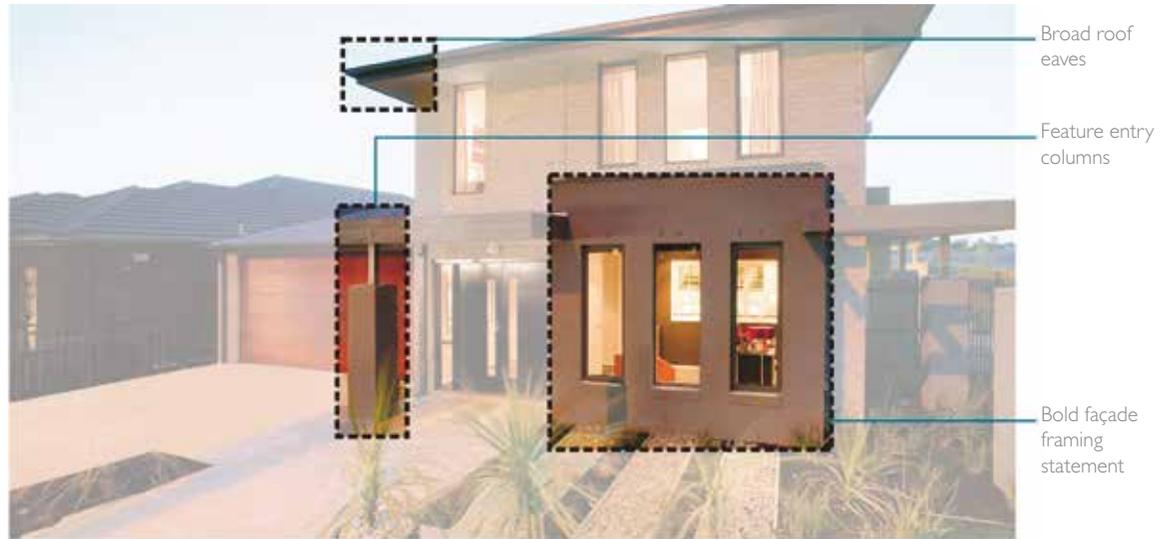


Figure 18.

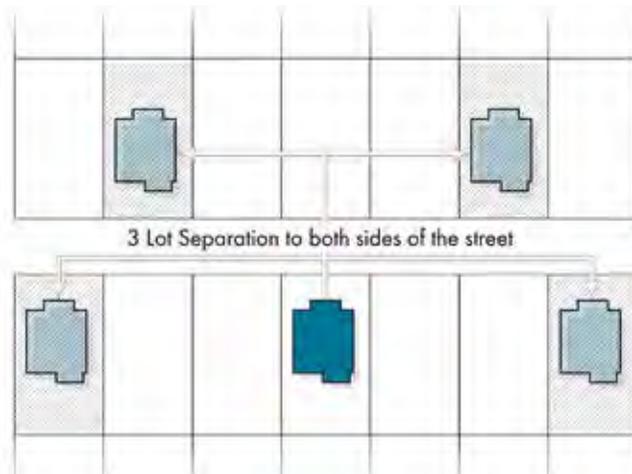


Figure 19.

Term: Contemporary Australian Design

Definition: The usage of at least 20% render, stack stone, weatherboards etc, are required to be used by residents to capture the Contemporary Australian Design in their dwelling.

ROOF DESIGN

- Buildings must include a roof design that is simple in style and is integrated with the total building design. External fixtures such as air conditioning units and service related equipment must not be visible from anywhere within the street frontage.
- Roof materials must be matt in finish and non-reflective.
- Where eaves are to be provided, they are encouraged to be a minimum depth of 450mm.

Examples of contemporary simple roof forms



Figure 20.

Skillion



Figure 21.

Curved



Figure 22.

Flat



Figure 23.

Low Pitched

MATERIALS

- Buildings must incorporate different materials to façades to ensure a visually interesting design and enhance streetscape appeal. Façades must incorporate at least two contrasting materials / finishes to external walls. One of these materials must be feature render to at least 20% of the building frontage.
- Your house façade design should incorporate contemporary materials such as Timber Slat Cladding, Colour Bond®, Rusted Steel, Stacked Stone or similar.
- Your home should incorporate materials which respond to the local climatic coastal conditions.
- Variations of materials to the façade will be considered by the Design Review Committee (DRC) on its own merits.

Term: Local Climatic Conditions

Definition: is defined as the materials and designs of the house and must reflect the local residential and coastal sense of place. As Saltwater Coast is located within 1km of the beach, residents should take into consideration that many homes will often be exposed to high winds, moisture and corrosion.

Term: Public View

Definition: Observable by a person in a public place including on the street, footpath and parks.

Term: Public Space

Definition: An area which is accessible to everyone at all times.

Term: Street View

Definition: The view of the street scape by a person on the street.

Term: Street Frontage

Definition: The width or measurement of a lot at the street line. The front view of a property from the streetscape.

Figure 24.

Apply varied materials to façade and building sides



Figure 25.



Feature Stone Work

Figure 26.



Feature Stone Tiles

Figure 27.



Feature timber work offering a lightweight / airy effect

COLOUR SCHEME

Primary building colours should reflect a muted earthy tone that will blend with the coastal setting. Beside is a sample of potential primary and accent colours, for use on home exteriors. Accent colours are encouraged to be strategically used for feature architectural elements.

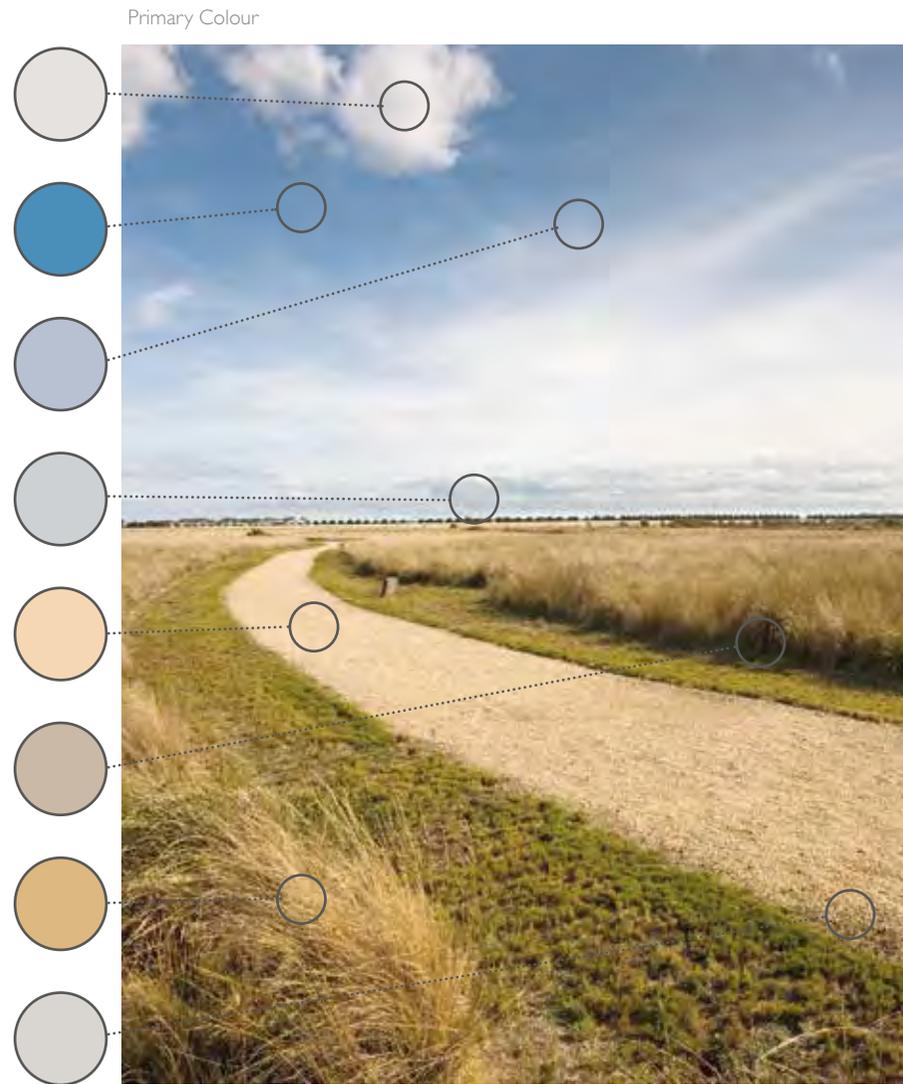


Figure 28.

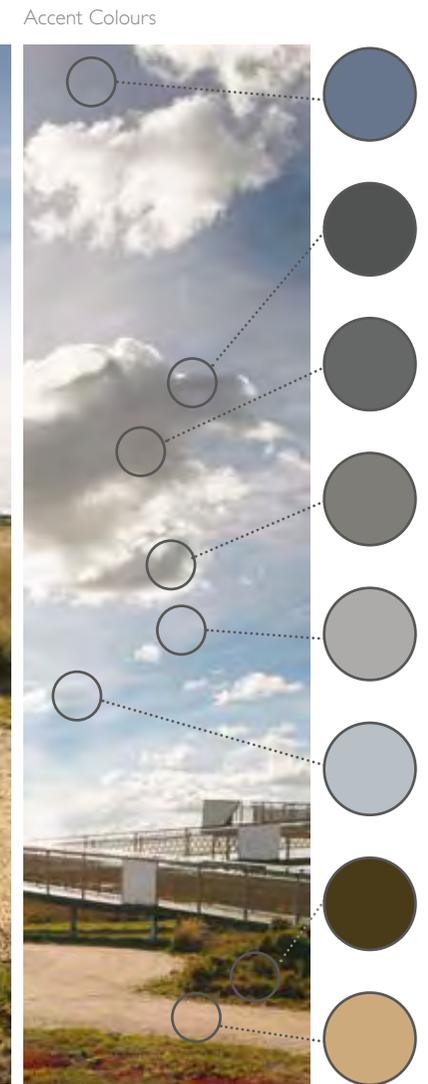


Figure 29.

4.4 ACCESS AND PARKING

4.4.1 Design Objectives

- To ensure that all garages and driveways are integrated with the house design.
- To ensure that garages do not dominate the streetscape.
- To achieve safe access for cars and pedestrians to each dwelling.
- To ensure that garages are set back behind the dwelling frontage.
- To limit the number of vehicle crossovers in the street.

4.4.2 Design Controls

ACCESS AND DRIVEWAYS

- The number of crossovers to individual properties is limited to one. Relocation of crossovers requires FKP Saltwater Coast Design Review Committee approval and related costs must be paid by the property owner prior to work commencing. Relocation is not always possible due to the layout of streets and underground services.
- Driveways must not dominate front gardens. They should be a secondary element to landscaping and not detract from the appearance of the streetscape.
- The design and finish of your driveway must complement the design of your home. Exposed aggregate concrete is the minimum standard and unfinished natural grey concrete or asphalt will not be acceptable. Unit pavers in natural stone, brick or coloured concrete are strongly encouraged.
- All driveway finish and colour designs must be lodged with building plans to the Design Review Committee for approval prior to installation.
- Driveways must be completed within 90 days of obtaining a Certificate of Occupancy.
- Maximum width of crossover must be no wider than 4m.



Tile Pavers



Exposed Aggregate



Slate



Mixed Treatments



Stone

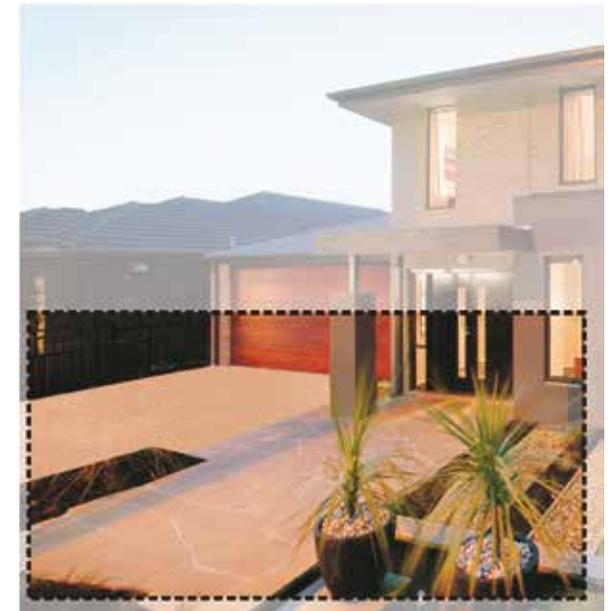


Figure 30.



Figure 31.

GARAGES

- Enclosed garages will be the only type of vehicle accommodation allowed. Car ports are not permitted unless associated with rear loaded lots.
- Garages and garage doors must complement the design of your home and be finished with similar or complementary materials.
- Garage doors must be of a panel lift door or slim line sectional door variety. Roller doors are not permitted to the façade.
- Garages must be set back at least 0.5m behind the front façade of the dwelling.
- Garage width must not exceed the width of the main dwelling façade.
- Secondary garages will be considered by the Design Review Committee (DRC) on its own merits.

REAR ACCESS LOTS

- Rear accessed lots may include enclosed garages or carports provided they are not visible from the front and must be designed and finished to match the main dwelling. Excluding Future Medium Density Sites.



Figure 32.

garage set back behind primary façade



Figure 33.

complementary
garage materials

Feature retaining wall



Figure 34.

Complementary landscaping

4.5 LANDSCAPE

4.5.1 Design Objectives

- To encourage the use of plants which are suited to coastal conditions in private gardens.
- To ensure that private gardens enhance the overall image of the development and complement the design of houses.
- To encourage rainwater harvesting and storage.

4.5.2 Design Controls

LANDSCAPING

- Front gardens must display a contemporary character and complement the design of your home.
- At least 60% of the area of front gardens must comprise permeable surfaces such as gravel, bark, sand and porous tiles. The other 40% of front landscaping is to be dedicated to plants. Plants from the indigenous species list are best suited to the coastal settings of Saltwater Coast and are required to be included in landscaping design.
- Gardens must include some indigenous species suited to the coastal setting.
- Every home must provide for on-site rainwater collection in water tanks for garden irrigation. Water tanks must not be visible from the street.
- Nature strips must be completed with turf, hydro seed or granitic sand/rocks.

- Your landscape design should minimise lawn areas and incorporate drought tolerant and hardy plants such as succulents, native grasses and coastal planting.
- Landscaping of front gardens must be completed within 90 days of obtaining a Certificate of Occupancy.

HARDSCAPING

- Feature retaining walls must not be higher than 0.5m and must complement the landscaping and dwelling.
- Other landscape structures such as pergolas must complement the façade of your home or composition of your landscape.

MAINTENANCE

- Landscaped areas are to be established and maintained to benefit the urban environment.
- Gardens must be prepared appropriately to ensure longevity and sustainability.
- Turf is to be regularly cut at a length of 35mm for the front yard & nature strip.
- Gardens and turf are to be kept free of pest, disease and weeds.
- Planting List of preferred species can be obtained from Saltwater Coast Sales Offices.



Figure 35.

Drought tolerant landscaping



Figure 36.

Minimise large areas of turf / lawn

4.6 FENCING

4.6.1 Design Objectives

- To ensure fencing of residential lots is complementary and consistent with the neighbourhood character.
- To ensure fencing design reflects a contemporary image and style.

4.6.2 Design Controls

SINGLE DWELLINGS LOT*

- Front** Front fencing will not be allowed on any single residential lots. Excluding Future Medium Density Sites.
- Wing Fence** Side wing fences must be set back at least 0.5m from the house façade.
To be designed and constructed with materials that are complementary to the building façade.
- Side & Rear** Side fences must be set back 5.0m from the street boundary. No side fences will be permitted in front of the primary building façade.

These fences are specified to be 1800mm high timber paling fence with 5mm overlap, top capping and 2400mm wide intervals of square pine posts with pointed cap. The total fence height inclusive of capping and paling is to be at 2000mm. The side & rear fencing must be completed within 90 days of obtaining a Certificate of Occupancy.

Where lots abut public open space or main boulevards, fencing shall be provided by the developer.

* Excluding display homes.

CORNER SINGLE DWELLINGS LOTS

- Side Street** Side fencing fronting a street must be set back 8m from the primary street boundary.
The design of side fencing on a corner lot requires the approval of FKP's Saltwater Coast Design Review Committee.

FEATURE FENCING

To be provided by the developer.

These fences are specified to be 1800mm high brush fencing with capping and stone pillars to lots with side fencing to main boulevards and to lots abutting public open spaces.

The liability of FKP in regard to any fencing on residential lots is \$1.00. This follows from s 4(1) (b) and s 30 of the Fencing Act 1965. If the Purchaser wants equal contribution to the fence they should wait until the adjacent block in question is purchased and chase that person for the fencing contribution.



Figure 37. Example of feature fence



Figure 38. Example of side wing fence



Figure 39. Example of side and rear fences

4.7 ANCILLARY FEATURES

4.7.1 Design Objectives

- To ensure that ancillary features are designed to complement the design of houses and neighbourhood character in general.

4.7.2 Design Controls

SERVICES AND STORAGE

- Sheds, TV antennas, bin storage, clothes lines, rainwater tanks, heating and cooling equipment (hot water units / ducted heating units) and service areas must not be visible from the street frontage or public spaces. Their locations must be indicated on site plans as part of the application.
- Air conditioning units must be located below the eaves line and must not be visible from the street or public view. Evaporative cooling units must be low profile and located below the ridge line, to the rear of the house. All units must be discreet in appearance and blend with the roof / wall tone.
- Solar hot water systems may be located in the best functional position. If possible, locate solar panels away from public view.
- Saltwater Coast will be part of the Telstra Smart Communities® and provided with innovative Telstra Velocity™ optical fibre technology. As such, there will be no need for TV antennas or satellite dishes to be installed to your home.

LETTERBOXES

- Letterboxes must be of a robust and contemporary design to complement the appearance of the house.
- Letterboxes must be installed prior to a Certificate of Occupancy being obtained. Temporary letterboxes are not acceptable.

Term: Robust

Definition: Sturdy in appearance.

ADVERTISING

- The promotion of houses for sale and advertising of builders during construction is limited to one sign for each property unless prior approval is granted by the FKP Saltwater Coast Design Review Committee.
- No for sales sign are permitted on vacant land. No other advertising signs are permitted on either vacant land or occupied allotments.
- No handwritten signs will be allowed.

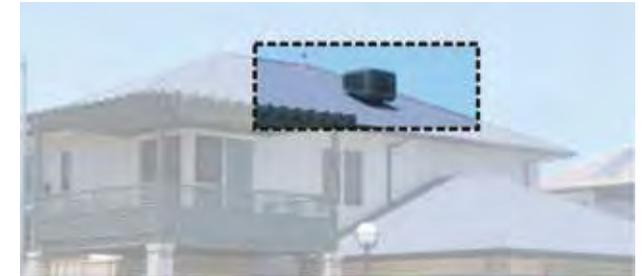


Figure 40. Air conditioning or service related equipment must not be visible from public view

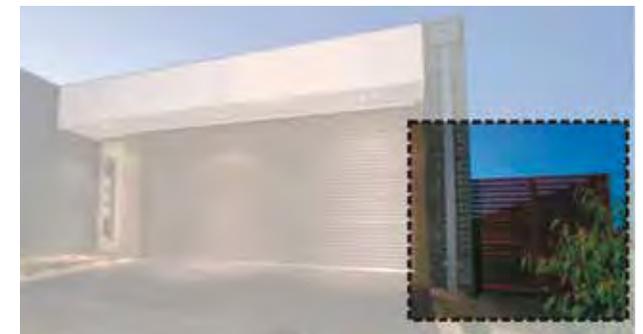


Figure 41. Screening devices / side wings to match house façade.



Figure 42. Complementary letter boxes to match contemporary façades

5 ACKNOWLEDGEMENT

The Purchasers acknowledge that they have received a copy and read the Saltwater Coast Design Guidelines and agree to comply with all Design Objectives and Design Controls outlined in this document.

NON-COMPLIANCE

Any breach of the design guidelines is viewed very seriously by the Developer.

Upon the receipt of a letter from the Developer advising a breach of the Design Guidelines, the Purchaser must immediately rectify the identified breach.

Purchaser Signature

Name in print



Figure 43.



Figure 44.

6 SALTWATER COAST DESIGN GUIDELINES APPLICATION FORM

Complete and attach this cover sheet to your application to the Design Review Committee.

Allotment Details

Lot number _____

Street _____

Owner Details

Full Name _____

Mailing Address _____

Phone BH (_____) _____

Mobile (_____) _____

Email _____

Builder Details

Name _____

Company _____

Mailing Address _____

Phone BH (_____) _____

Mobile (_____) _____

Email _____

Design Details

House Type _____

Façade Type _____

Attachments

CHECKLIST

These details are usually supplied by your builder or architect

2 x A3 copies of full set of building plans including site plan, floor plan, roof plan, and elevations

2 x copies of Material and Colour Schedule for the dwelling

Please ensure the following elements are indicated on building plans:

- The location, materials, height and colour of front, side and rear fences
- The materials and colour for the driveway
- The colour and type of garage door
- Details of any cut and fill proposed to create the building platform and driveway, final levels and any retaining walls proposed
- The location of external fixtures including:
 - Clothesline
 - Garden shed(s)
 - Solar water heater, hot water service, ducted heating unit
 - TV antenna
 - Air conditioner
 - Letter box
- Any proposed change to the location of the crossover



I / We certify that the information in the attached application is a true and accurate representation of the home I / we intend to construct. In the event that changes are made to the proposed plans, I / we undertake to resubmit this application for approval of such changes.

Signed _____

Name _____

Date ____ / ____ / ____

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SALTWATER COAST DESIGN GUIDELINES

UDIA ENVIRODEVELOPMENT

Saltwater Coast has been awarded EnviroDevelopment certification for outstanding environmentally sustainable design in the areas of ecosystems, energy, water and community. As part of this outstanding achievement, Saltwater Coast wishes to apply these practices into our design guidelines.

As a result of the energy and water certification in EnviroDevelopment, Saltwater Coast homes must achieve a minimum 20% reduction of Energy and Water efficiencies.

To achieve the Energy Reduction in Greenhouse gas production a minimum reduction of 20% must be achieved from minimum required standards (Building Codes and local government requirements).

To meet the Water Reduction in potable water demand a minimum reduction of 20% is required from relevant federals, state and local government requirements. The main applicable requirement is the 6 Star FirstRate requirements through the Building Code and the requirement for either a solar hot water system or a 2,000L (min.) rainwater tank to be connected to all toilets.

Please choose out of the following requirements:

WATER EFFICIENCY

WATER INITIATIVES	PERCENTAGE REDUCTIONS	TICK WHICH APPLIES	REQUIRED INFORMATION
4 Star – Toilet Assumed 2.5 flushes per day	7%	<input type="checkbox"/>	Brand: Model:
7.5 Lpm – Showers Assumed 5 mins per day	14.3%	<input type="checkbox"/>	Brand: Model:
6 Star – Taps Assumed 5 mins per day	8%	<input type="checkbox"/>	Brand: Model:
3 Star – Dishwasher Assumed 5 uses per week	3%	<input type="checkbox"/>	Brand: Model:
4 Star – Washing Machine Assumed 1.5 washes per week	22.2%	<input type="checkbox"/>	Brand: Model:
Rainwater Tank* Connected to Toilets	7% (from toilets)	<input type="checkbox"/>	Brand: Model:
TOTAL PERCENTAGE	= %	Add up your total percentage reductions	

* Rainwater Tanks cannot be included in the reduction calculations if it is being used to achieve 6 star compliance.



Enjoy life by the bay

ENERGY EFFICIENCY

ENERGY INITIATIVES	PERCENTAGE REDUCTIONS	TICK WHICH APPLIES	REQUIRED INFORMATION
▶ HEATING AND COOLING			
6.5 Star – Efficient AC (EER3.5, COP 3.65)	11%	<input type="checkbox"/>	Brand: Model:
6.5 Star – Gas Heating & Evaporative AC (or Ceiling Fans)	21%	<input type="checkbox"/>	Brand: Model:
7 Star – Efficient AC	14%	<input type="checkbox"/>	Brand: Model:
7 Star – Gas Heating & Evaporative AC (or Ceiling Fans)	23%	<input type="checkbox"/>	Brand: Model:
8 Star – Efficient AC	22%	<input type="checkbox"/>	Brand: Model:
8 Star – Gas Heating & Evaporative AC (or Ceiling Fans)	28%	<input type="checkbox"/>	Brand: Model:
9 Star – Efficient AC	30%	<input type="checkbox"/>	Brand: Model:
9 Star – Gas Heating & Evaporative AC (or Ceiling Fans)	32%	<input type="checkbox"/>	Brand: Model:
▶ LIGHTING			
4W/m²	4%	<input type="checkbox"/>	Brand: Model:
3.5W/m²	5%	<input type="checkbox"/>	Brand: Model:
3W/m²	7%	<input type="checkbox"/>	Brand: Model:
2.5W/m²	9%	<input type="checkbox"/>	Brand: Model:
▶ COOKING APPLIANCES			
Gas Oven	8%	<input type="checkbox"/>	Brand: Model:
▶ EFFICIENT APPLIANCES			
Washing Machine	5%	<input type="checkbox"/>	Brand: Model:
Refrigerator	2%	<input type="checkbox"/>	Brand: Model:
TOTAL PERCENTAGE	= %	Add up your total percentage reductions	



261 Saltwater Promenade,
Point Cook, Victoria 3030
1300 357 000
saltwatercoast.com.au



CHANGE OF OWNERS DETAILS/ ADDRESS FORM
Section 134 Owners Corporation Act 2006

LOT DETAILS		
Lot Number:		
Lot Street Address:		
Company (if applicable):		
OWNER DETAILS		
Owner Name 1:		
Mailing Address:		
E-mail Address 1:		
Mobile:		
Business:		After Hours:
Owner Name 2:		
Mailing Address: (if different from owner 1)		
E-mail Address 2:		
Mobile:		
Business:		After Hours:
AGENT DETAILS (if applicable)		
Agency Name:		
Agency Address:		
Contact person:		Agent Phone:
Agent Email:		
ADDRESS FOR FEE NOTICES, OTHER DOCUMENTS ETC.		
Fee Notices to - Please indicate: Owner or Agent	Owner	Agent
Other Documents - Please indicate: Owner or Agent	Owner	Agent

Dated: _____

Signature of owner/s 1: _____

Signature of owner/s 2: _____

Please return the completed form to Quantum United Management
Suite 12, Level 2, 100 Overton Road, Williams Landing, Vic, 3027
or via email to: info@quantumunited.com.au

Note: It is the responsibility of a lot owner who sells and a person who acquires a lot to advise our office of any changes in ownership within one month of settlement. Owners who have not occupied their property for more than three months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Saltwater Coast Owners Corporation Rules v2.0 2015

*Plan of Subdivision
No. PS611333Q*

The Owners Corporation principal purposes are to ensure that all Members and occupiers of the members' lots have the right to use the Recreational Facilities

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1. INTERPRETATION

The Owners Corporation principal purposes are to ensure that all Members and occupiers of the members' lots have the right to use the Recreational Facilities within the Development and to maintain the quality of the Development. These Rules are therefore to be interpreted having regard to the following objectives of the Developer.

Design Guidelines

ensuring compliance with the Design Guidelines;

Landscaping

maintaining and enhancing any landscaping for which the Owners Corporation is responsible;

Recreational Facilities

maintaining and enhancing the Recreational Facilities and other amenities for the benefit of all Members; and

Provision of Services

ensuring the Owners Corporation has the ability to provide services to its members that are consistent with the quality of the Development.

2. DEFINITIONS

In these Rules unless the context otherwise requires the following definitions apply:

"Act" means the Owners Corporations Act 2006 as may be amended from time to time and includes any regulations under the Act;

"Common Property" means that part of the Land shown in the Plan of Subdivision as common property;

"Date of Completion of the Development" means the date of settlement of the sale of the last Lot or piece of land in the Development of which the Developer is the owner;

"Design Guidelines" means the Saltwater Coast Design Guidelines as registered with these rules;

"Design Review Committee" means the committee established as provided for in the Design Guidelines;

"Developer" means FKP Lifestyle (Real Estate) Pty Ltd ACN 062 622 673 the owners of the land at the time of registration of the Plan of Subdivision or its assignee;

"Development" means the development known as "Saltwater Coast" from time to time;

"Financial" means all monies owed to the owners Corporation including: fees, fines and recovery of costs for any damage or loss are either fully paid to the Owners Corporation or an agreement to make good on payment has been entered into with the Owners Corporation;

"Guest" means a person who is not a Member, Occupier or Resident Member including anyone who resides with an occupier who is over the age of eighteen (18) and not named on the lease or rental agreement;

"Land" means the whole of the land described in the Plan of Subdivision;

"Lease or Rent" means a contractual arrangement calling for the lessee (occupier) to pay the lessor (the member) for use of the lot. For the purpose of interpreting these rules the meaning of Lease is extended to include where a member does not reside at the residence on the lot and the residence is occupied, is deemed to have leased the lot to the occupiers regardless of any payment received or forgone;

"Lot" means any lot on the Plan of Subdivision;

"Member" means a member of the Owners Corporation who is the owner of any Lot on the Plan of Subdivision;

"Minor" means a person who has not reached the age of sixteen (16) years of age;

"Occupier" means the person(s) over the age of sixteen (16) who resides in a residential property within the estate who is named on the lease or rental agreement as the lessee or renter and, is not a member and, where the lease or rental term is for period of five (5) consecutive days or more, or where the member does not reside at the property and the property is otherwise occupied the occupants will be deemed an Occupier if the member advises the Owners Corporation of the occupants details;

"Owners Corporation" means the Owners Corporation created by the Plan of Subdivision or if more than one, the unlimited Owners Corporation created by the Plan of Subdivision;

"Owners Corporation Manager" means the person or entity for the time being appointed by the Owners Corporation as the manager of the Owners Corporation;

"Principle Residence" means the primary location that the proprietor lives most of the time;

"Proprietor" means a member, occupier, resident member;

"Plan of Subdivision" means Plan of Subdivision No. PS611333Q which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into this Plan of Subdivision;

"Recreational Facilities" means the "Saltwater Coast Lifestyle Centre";

"Recreational Facilities Area" means the area being common property and part of Lot S5 on which the leased areas and Recreational Facilities are located;

"Residence" means one permanent non-transportable private residence;

"Resident Member" - a person who normally resides with the Member or a person under the age of 18 whom normally resides with an Occupier;

"Security Token" means FOB, Key Card, Keys or similar device used to gain access to the recreational facilities as issued by the Owners Corporation;

"Settlement Date" means the date of transfer of any Lot to a Member;

"VCAT" means the Victorian Civil & Administrative Tribunal;

"Works" means the works set out in Rule 4 of these Rules.

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges shall prevail over these rules in respect of the person or persons to whom they are given.

3. INCORPORATION AND ADOPTION OF THE ACT

To the extent permitted by Sections 138 and 140 and Schedule 1 of the Act and at law the Owners Corporation adopts as rules the provisions of the Act including by not limited to:

- (i) Sections 48-50 inclusive;
- (ii) Section 117;
- (iii) Section Part 7;

and Section 32 of the Sale of Land Act 1962 and a breach of any such section shall constitute a breach of these rules.

4. USE OF LOTS – DEVELOPER

4.1 Display Lots

While the Developer is the owner of any Lot he may:

- 4.1.1 use any Lot owned by him for display purposes including a sales office and car parking;
- 4.1.2 allow prospective purchasers of any Lot to inspect the display Lot; and

- 4.1.3 use any signs, advertising or display material in or about the display Lot as he thinks fit.

4.2 Signs

Any signs erected pursuant to rule 4.1.3 must be in keeping with the Development and must not at any time be more, in number or size, than is reasonably necessary.

4.3 Development Rights

Notwithstanding any other rule, the Developer:

- 4.3.1 is entitled to progressively develop staged lots as set out in the Plan of Subdivision;
- 4.3.2 is entitled to incorporate further land into the Plan of Subdivision, to become part of the Development;
- 4.3.3 while owner of any Lot, need not comply with any rule:
- 4.3.3.1 which is inconsistent with or limits his rights under this rule; or
- 4.3.3.2 the application of which, in the Developer's opinion is inappropriate to the development of the Lot while that Lot remains undeveloped or during its development.

4.4 Common Property

The Developer is permitted to use and develop the Common Property for the purpose of developing the Land and in particular for the construction of the Building on the Recreational Facilities Area up until the management of the common property is handed over to the Owners Corporation. The Owners Corporation will not refuse any reasonable request from the developer except under exceptional circumstances or where the request is in breach of the Act.

5. DEVELOPMENT AND MAINTENANCE OF A LOT

Each Member and Occupier must do the following on each Lot of that Member:

5.1 Design Guidelines

Must comply with the Design Guidelines;

5.2 Appearance of Residence

Must install permanent window furnishings within three months of the issue of an occupancy permit for the construction of the Residence and ensure the Residence is kept clean and maintained in good repair including (without limitation) all fences, walls, windows, gates, sidewalls, walkways, gardens, lawns, nature strips and driveways

within a Lot and nature strip;

5.3 Driveway

Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by the Member as set out in the Design Guidelines;

5.4 Fencing

Must erect fencing around the Lot subject to the requirements of these Rules and the Design Guidelines within three months after the issue of an occupancy permit for the construction of the Residence;

5.5 Upkeep of Yard Areas

Must maintain and keep tidy the front, side and rear gardens and other surrounds of the Lot to the standard of a first class residential development as determined by the Owners Corporation;

5.6 Nature Strip

Must maintain and keep tidy, free of weeds and obstructions any nature strip adjoining the Lot; and the surface of the nature strip must comply with rule 6 of the Wyndham City Council Beautification of Nature Strips Policy 2008;

5.7 Rubbish disposal

Must conceal all bins from public view except on the days and during the times designated for rubbish disposal in accordance with Wyndham City Council Collection Guidelines;

5.8 Vermin

Must take all practicable steps to prevent infestation of the Lot by vermin or insects;

5.9 General Appearance of Property

Must keep the Lot free of rubbish;

5.10 Insurance

Must ensure that any improvements, including the Residence, constructed on the Lot are insured for full replacement value;

5.11 Rectification of Non-Compliances

Must rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the Developer or the Owners Corporation until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate;

5.12 Cease Construction on Demand

Must cease construction of works on a Lot if required by notice in writing served by the Developer until the Date of Completion of the Development or by the Owners Corporation or its delegate pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and

5.13 Enforcement Costs

Must pay all costs incurred by the Developer or the Owners Corporation in respect of the enforcement of the Rules or the Design Guidelines in respect of the Member's Lot.

6. AMENITY CONTROLS

Each Member of the Owners Corporation must not and must ensure that the Occupier of a Member's Lot does not and the Occupier of a Lot must not do any of the following:

6.1 No Breach

Must not breach any provisions of the Owners Corporation Rules and or the Design Guideline Rules;

6.2 No Alterations

Must not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot;

6.3 No Interference with Cabling

Must not do any act or thing or allow any act or thing to be done to the Lot or the common property that may in any way damage or interfere with the use of cabling and ancillary equipment ("the electronic cabling") installed or to be installed by the Developer and/or Telstra on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer and/or Telstra;

6.4 No Trade or Business

Unless the residence remains the proprietors principle residence the proprietor of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so without advising the owners corporation's in writing and unless:

(a) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot; and

(b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and

(c) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors of other lots.

6.5 Minimum Term

6.5.1 The proprietor of a lot must not lease, sublease, licence, rent, hire or otherwise deal with a lot, or permit a lot to be leased, subleased, licensed, rented, hired or otherwise dealt with for a period less than ninety (90) calendar days;

6.5.2 Insofar as lots contain carparks and storage cages the proprietor of a lot who leases, subleases, licences, rents, hires or otherwise deals with a lot under Rule 6.5.1 shall only do so to or with other proprietors of lots and must not lease, sublease, licence, rent, hire or otherwise deal with lots with any party who is not a proprietor;

6.6 Use of Lot

Must not use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Land or the Development or which may cause a nuisance or hazard to other Member's or Occupier's of any Lot or the visitors of any Member or Occupier;

6.7 Garage

Must not use the garage in a Lot for any purpose other than as a garage for vehicles and for general storage purposes unless the garage in a Lot is used as an office in a display home in a display village but then only so long as the Lot is used for display purposes;

6.8 Restrictions on Car parking

6.8.1 Large or Commercial vehicles etc.

- Any person who wants to accommodate a truck within a residential property other than a vehicle of less than Gross Vehicle Mass (GVM) two (2) tonne that is used in association with a home occupation will be required to obtain a Planning Permit to do so from Wyndham council;
- Each lot is restricted to parking one commercial vehicle, for example a plumber's van, taxi, courier van, or builder's utility in residential streets. These types of vehicles may be regarded as ancillary to residential occupation. All other vehicles of this class must be housed within the garage of the lot or within the prepared surface of an approved driveway;
- Heavy vehicles of the Gross Vehicle Mass (GVM) of two (2) tonne and above may only park in residential streets within the estate for a period of no more than one (1) hour unless engaged in loading or unloading or some other lawful purpose unless a permit has been obtained from the Wyndham council;

- o The parking of heavier vehicles over two (2) tonne such as tow trucks, semi-trailers, prime movers, earthmoving machinery, large rigid trucks, large table-top trucks and are not considered as an acceptable ancillary use to residential occupation and must not park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot unless a permit has been obtained from the Wyndham council;
- o any caravans, trailers, boats or any mobile machinery unless they are housed or contained wholly within a garage on a Lot or to the rear of the lot must not park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot; and

6.8.2 All vehicles

Must not park or allow any vehicle to be parked on nature strips or in front yards of a Lot other than a driveway, however, it is permitted to park 2 left hand side wheels of vehicle on a nature strip within narrow streets;

6.9 No Vehicle Repairs

Must not carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of vehicles unless carried out at the rear of a Residence on a Lot in a location which is screened from public view;

6.10 No Signs

Must not erect or display any sign, hoarding or advertising of any description whatsoever on a Lot excluding lots held by the developer s in accordance with Rule 4.1 (including a "For Sale" sign) unless the following applies:

- 6.10.1 the Lot is being advertised for re-sale and in such a case only one advertising sign with a maximum dimension of (1800mm X 1200mm) will be permitted and this sign must be removed within five (5) days of the day of sale;
- 6.10.2 the signage is for a display home and the consent in writing of the Design Review Committee has been obtained;
- 6.10.3 the signage is for builders or tradespersons identification during construction of the Residence provided the signage is removed within ten (10) days of the issue of the occupancy permit;

6.11 Fencing

- 6.11.1 Must not construct any fence that does not comply with the Design Guidelines;
- 6.11.2 Must not alter or remove any fence without the approval of

the Owners Corporation;

6.11.3 Must not allow any fence to fall into a state of disrepair;

6.11.4 Must not claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot;

6.11.5 Must not repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally approved for the construction thereof unless approved by the design Review Committee;

6.12 Insurance Premiums

Must not do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation;

6.13 No Damage to Common Property

Must not mark, paint or otherwise damage or deface any structure that forms part of the Common Property;

6.14 No Interference with Common Property

Must not use the Common Property or permit the Common Property to be used in such a way as to unreasonably interfere with or prevent it being used by other Member's or Occupiers of Lots or their guests;

6.15 Articles on Common Property

Must not without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;

6.16 No Storage on Common Property

Must not store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that consent;

6.17 Not cause a danger

Must not keep the Lot in a manner which is dangerous or likely to cause danger to life or property;

6.18 Noise

Must not by himself or herself or by allowing any other person in a Lot or on Common Property to:

- 6.18.1 carry on a noxious or offensive activity; or
- 6.18.2 make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by others;

6.19 PROHIBITED TIMES FOR RESIDENTIAL NIOSE

The Environmental Protection Act 1970 makes it an offence to cause unreasonable noise from any residential premises. Residential noise may be unreasonable at any time of the day, depending on its volume, intensity, duration, time, place and other circumstances. The EPA (Residential Noise) Regulations 1997 list specific types of equipment and times their use is prohibited. When the noise can be heard from inside a habitable room of another residential premises the following restrictions apply:

- I. A motor vehicle (except a vehicle moving in or out of premises), lawn mower or other grass cutting device and any equipment or appliance not falling within the next category having an internal combustion engine are prohibited for use during the times of Monday to Friday: before 7 am and after 8 pm. Weekends and public holidays: before 9 am and after 8 pm;
- II. An electric power tool, chain or circular saw, gas or air compressor, pneumatic power tool, hammer and any other impacting tool or grinding equipment are prohibited for use during the times of Monday to Friday: before 7 am and after 8 pm. Weekends and public holidays: before 9 am and after 8 pm;
- III. A domestic air conditioner or evaporative cooler, heat pump, swimming pool pump, spa pump, water pump other than a pump being used to fill a header tank, domestic heating equipment (including central heating and hot water systems) and a domestic vacuum cleaner. are prohibited for use during the times of Monday to Friday: before 7 am and after 10 pm. Weekends and public holidays: before 9 am and after 10 pm;
- IV. A musical instrument and any electrical amplified sound reproducing equipment including a stereo, radio, television and public address system are prohibited for use during the times of Monday to Thursday: before 7 am and after 10 pm. Friday: before 7 am and after 11 pm. Saturday and public holidays: before 9 am and after 11 pm. Sunday: before 9 am and after 10 pm;
- V. Any electric equipment or appliance not falling within the above categories, including electric gardening equipment, but not electric equipment or appliances for personal care or grooming, or for heating, refrigeration or preparation of food are prohibited for use during the times of Monday to Friday: before 7 am and after 8 pm. Weekends and public holidays: before 9 am and after 8 pm;

6.20 Behaviour

Must not be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property unless clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Member or to any person lawfully using the Common Property;

6.21 Pets and Animals

6.21.1 Must not allow animals, except common household pets, in a Lot and the behaviour of pets in a Lot must be controlled so that it does not interfere with the enjoyment of a Lot by others;

6.21.2 A person must not without a permit issued by Wyndham Council keep animals on any premises:

(a) in excess of:

- (i) 2 dogs;
- (ii) 2 cats;
- (iii) 6 poultry (other than rooster, fowl, guinea fowl, turkey, geese or ducks);
- (iv) 10 Pigeons;
- (v) any horse, cattle, sheep, goat, pig or any other agricultural or similar large animal;
- (vi) 10 domestic birds (other than a cockatoo, corella, galah or peacock);
- (vii) 4 rabbits or guinea pigs; or
- (viii) a combination of 3 cats and 1 dog;

(b) exercise pigeons other than during 2 hours after sunrise or 2 hours before sunset; or

(c) race pigeons except at organised events;

6.21.3 Dogs are not allowed on the Common Property except if on a leash or carried but are not permitted within the recreational facility unless authorised to do so under specific regulation or by law;

6.21.4 Any Member who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Member had knowledge, notice or forewarning of the likelihood of such action; and

6.21.5 If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the owner does not take steps to prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot. The Member must remove the animal from the Lot immediately upon receipt of the notice from the Owners Corporation.

7. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

7.1 Services

The Owners Corporation may provide the following services:

- 7.1.1 the operation of a security surveillance service;
- 7.1.2 the repair and maintenance of such landscaping within the Plan of Subdivision as the Owners Corporation is responsible for or as agreed to by the Owners Corporation with relevant authorities or the Developer;
- 7.1.3 the repair, maintenance and improvement of the Recreational Facilities; and
- 7.1.4 any other service or facility provided by the Owners Corporation for the benefit of Members and Occupiers which is consistent with the stated objectives of these Rules;

7.2 Cost

The provision of such services by the Owners Corporation will be paid for by all Members according to lot liability as set out in the plan of subdivision; and

7.3 Lease or Licence

The Owners Corporation itself may grant a lease or licence over the Common Property or part of it to an individual or corporation as it sees fit including without limitation a lease or licence enabling the individual or corporation to become responsible for the overall management of all community facilities at Saltwater Coast.

8. RECREATIONAL FACILITIES

Each Member and each Occupier must observe the following rules in relation to the Recreational Facilities and must ensure that any invitee does not use the Recreational Facilities except in accordance with the following rules or such other rules as determined pursuant to rule 8:

8.1 Proof of Entitlement

- 8.1.1 A member or Occupier requesting access to the Recreational Facilities must provide the necessary evidence to demonstrate their entitlement, prior to an induction:
 - i. The Member must provide a copy of the contract of sale or copy of Title for the lot entitlement access is requested and a

- copy of the current Owners Corporation invoice for that lot;
- ii. The member must be financial;
- iii. Occupiers who are leasing or renting a property must provide a copy of the lease or rental agreement before the lot entitlement access is requested and a letter from the leasing/rental agent acknowledging the members agreement to grant access to the facilities to the person(s) named in the lease;
- iv. A member is deemed to have leased the property to an occupier where the member does not reside at the property and the property is otherwise occupied regardless of any payments received or foregone. Where no formal lease or rental agreement is entered into the member must advise the Owners Corporation the details of the person(s) occupying the residence. Under these rules the occupants listed will be deemed to be an "Occupier"; and
- v. Where the member has granted access under a lease or rental agreement to an occupier,
 - a. the member's entitlement to access the Recreational Facilities transfers to the occupier;
 - b. access to the Recreational Facilities will only be granted to an occupier while the member remains financial and;
 - c. the member agrees they may be liable for recovery of costs for damage or loss caused by the occupier, resident members or guests.

8.2 Inductions

- 8.2.1 An induction is a walkthrough of the facility explaining rules of use, access, safety and amenities. Part of this process is the completion of Saltwater Coast Lifestyle Centre Members Information & Induction Forms set out in Schedule 9. It is a requirement the induction form(s) are completed and signed prior to granting access;
- 8.2.2 It is a requirement that all members, occupiers and resident members, with the exception of minors, must complete an induction prior to be granted access to the recreational facilities. Guests of members or occupiers are not required to complete an induction but must be accompanied by the member or occupier at all times;
- 8.2.3 Induction bookings are organised through the Lifestyle Centre staff. Requests for inductions by Members, Occupiers and Resident member's require at least seven (7) days notice; and
- 8.2.4 Each lot will be entitled to twelve (12) inductions per financial year at no charge. Once this entitlement is reached all additional inductions for the remainder of that year require the payment of a fee charged at a rate per the current Saltwater Coast Schedule of fees and charges.

8.3 Access

- 8.3.1 One security token will be issued to each lot after the completion of the first induction at no cost;
- 8.3.2 Additional security token may be requested at a charge as set out in the Saltwater Coast Schedule of Fees and Charges. The Owners Corporation reserve the right to limit the number of tokens provided to each lot;
- 8.3.3 All Security tokens remain the property of the Owner Corporation and must be returned at the end of the lease period, upon the completion of the transfer of a lot after original purchase or on request by the Owners Corporation, or its authorised representative;
- 8.3.4 Access to occupiers who are leasing or renting a property will be removed at the end of the lease or rental term as per the lease/rental agreement;
- 8.3.5 The Owners Corporation reserves the right to recover costs from the **member** for tokens not returned upon request; and
- 8.3.6 The Owners Corporation reserves the right to restrict or remove access to Recreational Facilities or any part thereof at any time.

8.4 Guests

8.4.1 Number of Guests

Each lot has an entitlement of not more than two (2) guests at any one time with the exception of leased areas; an exception maybe granted for approved use of the function room;

8.4.2 Number of Guests permitted in the Gymnasium

A Member, Resident member or Occupier must not allow any more than one (1) guest at any one time to use or enter the gymnasium;

8.4.3 Guests to be accompanied

Guests must only use the Recreational Facilities, excluding the leased areas, if accompanied by a Member, Resident member or Occupier;

8.5 Use of Recreational Facilities by Minors

- 8.5.1 Minors are not permitted in the gymnasium at any time; and
- 8.5.2 Minors must be accompanied by an adult: Member, Resident member or Occupier when using all other areas of the

recreational facilities including but not limited to the function room, tennis courts, pools and spa; with the exception of leased areas;

8.6 Alcohol

Alcohol is not to be taken into or consumed around the Recreational Facilities Area without the prior consent of the Owners Corporation with the exception for approved use of the function room or licenced premises;

8.7 Smoking

Smoking is not permitted inside the Recreational Facilities Area including but not limited to: pools and tennis courts, entry and car park; exception for approved outdoor café area within the entitlement of relevant laws;

8.8 Behaviour

8.8.1 No Member, Occupier, Resident member, minor or their guest is permitted to behave in a manner in the vicinity of the Recreational Facilities which interferes with the use and enjoyment of those Recreational Facilities by any other person; and

8.8.2 Any acts of anti-social, violent or threatening behaviour by a member, occupier, resident member, minor or their guest against another member, occupier, resident member, minor, guest, employee, contractor or any other persons will not be tolerated and may become subject further disciplinary action as set out in Schedule 6;

8.9 Clothing

Suitable clothing must be worn in the Recreational Facilities at all times as determined by centre management staff;

8.10 Risk

All users of the Recreational Facilities do so at their own risk. The Owners Corporation, its agents and employees and contractors shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation;

8.11 Notification of Damage

A Member, Resident member or Occupier must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming

aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation;

8.12 Compensation

A Member, Resident member or Occupier must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or member resident or their invitees; including cost of call outs for false alarms caused by member or members guests tampering with fire or lift alarms;

8.13 Obey Directions

Each Member, Occupier, Resident member, Minor, Guest and any invitee must obey any lawful direction given to them by the Owners Corporation or an authorised representative of the Owners Corporation; and

8.14 Obey all Posted Signs

All members, occupiers, resident members, minors and guests must observe signs posted in and around the centre that contain additional rules of use.

9. RECREATIONAL FACILITIES RULES

9.1 Additional Rules

The Owners Corporation may make additional rules relating to the use of the Recreational Facilities Area on the condition that those rules are not inconsistent with these Rules; and

9.2 Breach

A breach of any rules made by the Owners Corporation pursuant to Rule 9.1 will be deemed to be a breach of these Rules. In addition to the Owners Corporation rights to take action under Rule 10 – Non Compliance the Owners Corporation may seek to take Disciplinary action in accordance with procedures outlines in Schedule 6.

10. NON-COMPLIANCE

10.1 If a Member or Occupier has not complied with these Rules within 14 days generally, or within seven (7) days for breaches of Builders' Site Refuse Guidelines only, after service of a notice by the Owners Corporation specifying any non-compliance, the Member agrees that:

10.1.1 the Member or Occupier must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;

- 10.1.2 the Member must pay to the Owners Corporation any charges levied against the Member or Occupier in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;
- 10.1.3 the Member must accept a certificate signed by the Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;
- 10.1.4 the Member must pay interest at the rate prescribed under the Penalty Interest Rates Act 1983 on outstanding fees and charges until they are paid;
- 10.1.5 any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and
- 10.1.6 any costs incurred by the Owners Corporation relating to the non-compliance of the Member or Occupier are costs incurred in the performance of a service to that Member.

10.2 Breach Process Overview:

- 10.2.1 Refer to Schedule 3 for an overview of the breach process for Design Guideline;
- 10.2.2 Refer to schedule 4 for an overview of the breach process for Owners Corporation Rules; and
- 10.2.3 Refer to schedule 5 for an overview of the breach process for Nature Strips

10.3 Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by an Member or Occupier or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Member or Occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in VCAT or any court of competent jurisdiction from the Member who was the owner of the Lot at the time when the breach occurred.

11. GST

11.1 Definition

For the purposes of this rule:

11.1.1 GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature; and

11.1.2 Primary Payment means any payment or consideration given by a Member or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Member or Occupier to the Owners Corporation in connection with any supply of any goods and services.

11.2 Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Owner is required to pay the Primary Payment in respect of which the GST relates.

12. DISPUTE RESOLUTION

12.1 The dispute resolution procedure is set out in Schedule 7 of these rules.

13. ADDITIONAL RULES

From 1 January 2020 or on such earlier date appointed by the developer the rules contained in Schedule 1 shall commence operation; and

From 1 April 2015 or such earlier date appointed by the Owners Corporation the rules contained in Schedule 2,3,4,5,6,7,8,9 shall commence operation.

SCHEDULE 1 - DESIGN REVIEW COMMITTEE

14. DEFINITIONS

In these additional Rules unless the context otherwise requires the following definitions apply:

Applicant means a Member who makes an Application;

Application means an application made for the Design Review Committee to approve the development of a Lot;

Approve or Approval means an approval in writing given by the Design Review Committee in respect of an Application which may or may not contain conditions; and

Refuse or Refusal means a refusal in writing given by the Design Review Committee in respect of an Application.

15. DESIGN REVIEW COMMITTEE

15.1 Establishment

The Developer has established the Design Review Committee to administer the Design Guidelines.

15.2 Owners Corporation Role

From the Date of Completion of the Development the Owners Corporation must ensure that:

15.2.1 the Design Review Committee is constituted from time to time in accordance with this rule 15;

15.2.2 meetings of the Design Review Committee are convened as required in order for the Design Review Committee to fulfil its functions as set out in these rules;

15.2.3 it acts as secretary of the Design Review Committee in receiving, reviewing and distributing all correspondence addressed or directed to the Design Review Committee; and

15.2.4 it receives and accounts for all monies payable in relation to Approvals and the functions of the Design Review Committee.

15.3 Membership of the Design Review Committee

The Design Review Committee is to have three members appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

15.4 Termination of Appointment

15.4.1 A person appointed to be a member of the Design Review Committee vacates office:

15.4.1.1 upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;

15.4.1.2 if that member dies or becomes mentally ill; or

15.4.1.3 if the Owners Corporation determines that the appointment of that member is terminated.

15.4.2 The Owners Corporation will determine that the appointment of a member is terminated if that member is without prior leave granted by the Design Review Committee absent from two consecutive meetings of the Design Review Committee of which due notice has been given to that member.

16. MEETINGS OF THE DESIGN REVIEW COMMITTEE

16.1 Meeting

The Design Review Committee constituted in accordance with rule 14 is to meet in a way determined by the Design Review Committee and at whatever times are necessary to perform its duties, or as directed by the Owners Corporation.

16.2 Quorum

Fifty (50) percent of Design Review Committee Members are to constitute a quorum.

16.3 Chair

The Chairman will be appointed by the members of the Design Review Committee. If the Chairman of the Design Review Committee is absent from a meeting, the people who are present at the meeting are to elect from their number a person to chair the meeting.

16.4 Voting

Every question to be decided by the Design Review Committee is to be decided by a majority on a show of hands by members present at the meeting. In the case of an equality of votes the Chairman of the meeting is to be entitled to a second or casting vote.

16.5 Investigate

The Design Review Committee may from time to time, by resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the Design Review Committee and report the findings of that member to the Design Review Committee. Recommendations are to be made by the Design Review Committee.

The vote of a majority of the members of the Design Review Committee is to constitute an act of the Design Review Committee.

17. POWERS AND FUNCTIONS OF THE DESIGN REVIEW COMMITTEE

17.1 Application

- 17.1.1 The Design Review Committee is to assess all Applications for Approval having regard to the Design Guidelines;
- 17.1.2 After assessing an Application, the Design Review Committee must either Approve, Refuse, or reserve its decision pending the provision of any further information that is requested in writing by the Design Review Committee to the Applicant;
- 17.1.3 In the case of Approval, the Design Review Committee may impose conditions that require:
 - 17.1.3.1 changes to be made to the plans and specifications;
 - 17.1.3.2 the proposed development to be undertaken within the reasonable time frame specified in the condition;
 - 17.1.3.3 the Member to give to the Design Review Committee a written undertaking not to cause unreasonable inconvenience to other residents; and
 - 17.1.3.4 to repair without delay any damage caused by the development.

17.2 Services of Consultants

The Design Review Committee may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it to perform its duties and functions.

18. WORKS CARRIED OUT BY THE MEMBER

18.1 Development

- 18.1.1 No Member may develop a Lot without Approval;
- 18.1.2 Development must be in accordance with the Approval; and
- 18.1.3 Once a Member has commenced development, it must not alter the development without Approval.

18.2 Application for Approval

All applications and correspondence to the Design Review Committee must be directed to the Secretary of the Owners Corporation and be in the form required by the Design Guidelines.

18.3 Consultant's Costs

- 18.3.1 The Design Review Committee may:
- 18.3.1.1 determine that the Member is to pay the whole or part of the cost to the Design Review Committee of any consultant retained by the Design Review Committee to advise and assist the Design Review Committee to consider the Application ("Consultant's Costs"); and
 - 18.3.1.2 require the Member to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Review Committee to meet the liability of the Consultant's Costs.
- 18.3.2 The Design Review Committee is not obliged to consider the Application until payment by the Member to the Owners Corporation of all sums of money determined as payable under these rules.

18.4 Fees

The Design Review Committee may from time to time determine a fee or fees to be paid by a person making an Application. The Design Review Committee may determine different fees for different Applications depending on their nature and complexity.

18.5 Certification

- 18.5.1 A Member must prior to occupation and after the final building occupancy permit is issued, apply to the Design Review Committee for a certificate that all development on the Member's Lot is complete in accordance with the Approval; and
- 18.5.2 A Member must not take occupation of a Lot after development until the Design Review Committee has issued a certificate in accordance with rule 18.5.1. Failure to comply with this rule will entitle the Design Review Committee or the Owners Corporation to require that the bond be forfeited to the Owners Corporation.

19. PROCEEDING WITH WORKS

19.1 Carry Out Works

Upon receipt of Approval from the Design Review Committee the Member is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all authorities having jurisdiction over the development. Commencement is to occur in all cases within eighteen (18) months from the date of settlement and completion within thirty (30) months from the date of settlement.

19.2 Failure to Comply

If the Member fails to comply with this rule, any Approval given is to be deemed revoked unless the Design Review Committee, upon written request by the Member made prior to the expiration of the six (6) month period, extends the time for commencement of the development of the Lot.

19.3 Development of Lot to be Completed in Accordance with Application

The Member is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the Approval except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Member or would result in great hardship to the Member.

19.4 Owners Corporation May Proceed

If the Owner fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of rule 19 as though the failure to complete the improvements were a non-compliance.

20. INSPECTION AND CORRECTION OF WORKS

20.1 Inspection

Inspection of Lots after development and correction of defects is to proceed as follows:

- 20.1.1 upon the completion of any development on a Lot requiring Approval under these rules, the Member must as soon as possible give notice of completion to the Design Review Committee;
- 20.1.2 within thirty (30) days of receipt of a notice of completion from the Member, the Design Review Committee must inspect the development and decide whether the development of the Lot is complete in accordance with the Approval;
- 20.1.3 If the Design Review Committee decides that the works are not in accordance with the Approval it is to notify the Member in writing of that non-compliance within that thirty (30) day period. The notice is to specify the particulars of non-compliance, and it is to require the Owner to remedy them; and
- 20.1.4 Notwithstanding the above the Design Review Committee may inspect the development on any Lot and decide whether the development of the Lot is in accordance with the Design Guidelines and if it decides that the works are not in accordance with the Design Guidelines issue a notice under rule 20.1.3.

20.2 Non-Compliance

The Member must remedy all non-compliance notified to it by the Design Review Committee within thirty (30) days of receipt of the notice referred to in rule 20.1.3 or such longer period as the Design Review Committee may specify in the notice.

20.3 Remedy Non-Compliance

If the Member does not comply with the notice as provided in rule 19.2 the Design Review Committee may at the expense of the Member do whatever is necessary to remedy the non-compliance.

21. NON LIABILITY OF MEMBERS

21.1 Owners Corporation Not Responsible

No approval of plans and specifications by the Design Review Committee is to be construed as representing or implying that those plans and specifications will, if followed, result in properly designed improvements. Such approvals and guidelines are not to be construed as representing or guaranteeing that any improvement carried out in accordance with them will be built in a good and workmanlike manner. Neither the Owners Corporation nor the Design Review Committee is to be responsible or liable for any defects in any plans and specifications submitted, revised, amended or approved nor for any defects in construction undertaken pursuant to such plans and specifications.

21.2 Not Responsible for Loss

Neither the Design Review Committee nor any member of the Owners Corporation nor their duly authorised representative, is to be liable to any Member or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Review Committee's duties under these rules, unless due to the wilful misconduct or bad faith of the Design Review Committee.

22. VARIANCE OF WORKS

The Design Review Committee may authorise in writing non-compliance with any of the provisions of these rules including (without limitation) restrictions upon height, size, colour, materials and location of works if circumstances such as topography, natural obstructions, aesthetic or environmental considerations so dictate, except so far as prohibited by law. The granting of such an authority is not to operate to authorise non-compliance with these rules for any purpose except as to the particular Lot and the particular rule exempted by the authority, and only to the extent specified in the authority.

23. MONITORING OF COMPLIANCE

23.1 Inspection

The Design Review Committee or its agent is periodically to survey all Lots for compliance with these rules and any Approval given.

23.2 Compliance

The Design Review Committee is to inspect Lots undergoing development at completion and when satisfied that the conditions set out in the Approval have been met shall issue a certificate in accordance with rule 18.5.

23.3 Reporting

A person who considers that there has been a breach of an Approval or these rules may report the alleged breach to the Design Review Committee in writing.

23.4 Investigations

23.4.1 The Design Review Committee is to appoint one of its members, or a Consultant appointed under rule 17.2, to investigate any alleged breach which comes to its attention. If that member or Consultant forms the opinion that there has been no breach the complainant is to be informed in writing; and

23.4.2 if that member or Consultant forms the opinion that there has been a breach, the Owners Corporation may take whatever steps or action it determines as appropriate in order that any breach of these rules is remedied.

23.5 Confidentiality

The Design Review Committee and the Owners Corporation is to keep the name of the person responsible for the alleged breaches confidential until the breach or breaches have been established. In all cases the Owners Corporation and the Design Review Committee are to keep confidential the name of the complainant, except as required by law.

23.6 Variations to the Design Guidelines

The Design Review Committee and the Owners Corporation may consider and maintains the right to approve minor variations to requests outside of the Design Guidelines. Any approved variation must not deviate from the intended purpose of the registered design guidelines as stated in the registered Saltwater Coast Design Guidelines.

SCHEDULE 2 - SALTWATER COAST FUNCTION ROOM RULES OF USE

24. ADDITIONAL DEFINITIONS

In these additional Rules unless the context otherwise requires the following definitions also apply:

Applicant means a Member or Occupier who makes an Application;

Application means an application made for the use of the function room for a function

Approve or Approval means an approval in writing given by Owners Corporation or its approved delegate in respect of an Application which may or may not contain conditions;

Booking time means function time plus a minimum of 1 hour cleaning time at the duration of a function

A **community group activity** or **event** is open to all Saltwater Coast residents where the goal is to enable residents to socially connect.

Hirer means a person who resides in a residence in Saltwater Coast who makes the application to use the Saltwater Coast Function Room and is responsible for: the Actions of themselves and guests, all financial commitments and any damages caused

Hours of operation means the time which the hirer may request access to the function room on the day of their event.

A **private function** uses a resident's entitlement to the Function room. The resident can invite external invitees and takes responsibility for those persons entering and departing the LSC and also their responsible behaviour while using the Function room.

Refuse or Refusal means a refusal in writing given by the Owners Corporation Committee in respect of an Application.

25. INTRODUCTION

- 25.1** Organisations, groups or individuals who hire the function room & furniture do so only for the stated purpose, which purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the facility. The period of hire shall commence in accordance to allocated booking time and conclude at the agreed times nominated on booking application and rooms vacated promptly;
- 25.2** The Owners Corporation maintains a "Fair Use Policy" that covers the additional guidelines for approving the use of the recreational facility;
- 25.3** The function room is available for private function bookings on the evening prior to a Public Holiday, & or on a Public Holiday, or days in lieu of a Public Holiday, additional bond and charges will apply;
- 25.4** In the event of no private function booking during the requested date and time the Owners Corporation may consider the approval of Community Group Activities or Events. Priority will be given to private bookings and the Owners Corporation reserves the right to cancel or move Community Group Activities to allow for a private function;
- 25.5** The Owners Corporation may set additional requirements prior to the approval of any community group activity or event including but not limited to: frequency, available days and times, duration, additional bonds and fees;
- 25.6** Saltwater Coast Estate Occupiers ("Hirer"), hiring the function room will be requested to show Proof of Identity & Residency in the Estate;
- 25.7** A Lot Owner must be a financial member of the Owners Corporation, for a Hirer to complete a booking. If a Lot Owner is un-financial, the Occupier of the un-financial lot will be advised to contact the leasing agent accordingly;
- 25.8** The Hirer must be in attendance during the function at all times & is responsible for guests attending; and
- 25.9** The Owners Corporation reserves the right to cancel or amend all function room bookings.

26. FREQUENCY OF USE

- 26.1** Each Lot is entitled to two (2) bookings per Financial Year (1st November to 31st October). Additional bookings maybe considered at the discretion of the committee;
- 26.2** Where the member has granted access to the facilities under a lease or rental agreement to an occupier:
 - 26.2.1. the member's entitlement to the function room transfers to the occupier;
 - 26.2.2. access to the function room will only be granted to an occupier while the member remains financial; and

26.2.3. the member agrees they may be liable for recovery of costs for damage or loss caused by the occupier, resident members or guests.

26.3 Booking must be made 14 days in advance to ensure availability of the booking & process the bond payment.

27. HOURS OF OPERATION, BOOKING TIME AND SUSPENSION OF DRINKS SERVICES and ENTERTAINMENT

27.1 Hours of operation for the function room are:

- Sunday - Thursday start 5:00am - end 11:00pm
- Friday and Saturday start 5:00am - end 1:00am;

27.2 If alcohol is served during the function all drinks services must cease 1hour and 30min prior to the end of the booking time e.g. If a function is booked to 1am all drinks services must cease at 11:30pm;

27.3 All entertainment must cease no later than 10pm Sun-Thurs and 11:30pm Fir-Sat;

27.4 All guests must vacate the premises one hour prior to the end of the booking time e.g. If a function is booked to 1am all guests must vacate the premises no later than 12pm; and

27.5 The hirer, employees, caterers, security staff must vacate the premises no later than the end of the booking time.

28. MAXIMUM CAPACITY

28.1 The maximum Occupancy must not exceed what is stated on the Occupancy Permit;

28.2 The hirer must accept that this figure is inclusive of all catering staff for the function, security guards and entertainers;

28.3 Non Compliance of occupancy regulation will result in the request to close the function & to vacant the premises; and

28.4 All costs to enforce occupancy levels will be recovered from the Hirer's bond.

29. PAYMENT (ALL PAYMENTS ARE INCLUSIVE OF GST)

29.1 The Owners Corporation may set fees and charges for the use of the function room including but not limited to: bond payments, booking fees, security charges, cleaning fees;

29.2 The Owners Corporation reserves the right to adjust the bond & payment rate(s). In this event, the member will be given the option of confirming the booking at the adjusted rate, or cancelling the booking;

29.3 A schedule of fees and charges "Saltwater Coast Schedule of Fees and

Charges" will be provided to the hirer at the time of booking enquiry;

- 29.4** In order to secure a booking, payment of the bond and where required security and cleaning, are required within seven (7) working days after receipt of an invoice from the Owners Corporation Manager;
- 29.5** Bookings taken without payment will be considered tentative;
- 29.6** All required payment(s) must be finalised no later than seven (7) days prior to the event date; and
- 29.7** Where the hirer fails to make good all payments seven (7) days prior to the function, the Owners Corporation, Management or an appointed agent reserved the right to cancel the booking.

30. ACCESS

- 30.1** All guests including the hirer, employees, caterers and security staff must adhere to the Operating Hours. No person(s) shall access the function room prior to the stated period of hire and all persons including the hirer, guests, caterers, entertainers must vacate the premises prior to the end of the operating hours;
- 30.2** A security token will be issued to provide access to the function room;
- 30.3** The Hirer is to collect the security token during normal working hours, at a time arranged with a member of the Centre Management team;
- 30.4** Failure to return the security tokens will incur a replacement cost plus admin fee as set out in the Saltwater Coast schedule of fees and charges;
- 30.5** All security tokens must be returned at the conclusion of hire period to the security guard onsite for the function or alternatively, placed in the drop box provided; and
- 30.6** All room doors must be locked after use.

31. SECURITY

- 31.1** All functions with fifty (50) or more guests require a security guard;
- 31.2** All functions where alcohol is served require security. For every fifty (50) guests, one (1) security guard will be required;
- 31.3** Security will be arranged by the Owners Corporation at the expense of the hirer;
- 31.4** Rates for Security are set out in the current Saltwater Coast Schedule of Fees and charges; and
- 31.5** Functions must be registered with the Victoria Police Party Safe program either online <http://www.police.vic.gov.au> or directly at the local police station. The Owners Corporation will assist with the registration

process.

32. ENDING A FUNCTION

32.1 Any of the below listed have the right and power to stop a function at any given time;

- Member of the Centre Management Team
- A member of Emergency Services
- Police
- An appointed Security Guard
- A authorised agent of the Owners Corporation

33. CATERING

33.1 Catered functions (self-catered or otherwise) are required to pay a non-refundable cleaning fee. Cleaning fees are set out in the Saltwater Coast Schedule of Fees and Charges;

33.2 Cleaners will be arranged by the Saltwater Coast Owners Corporation Committee or an appointed delegate at the expense of the hirer;

33.3 Cold food may be served in rooms providing it is handled and served in a hygienic and safe manner;

33.4 Self-Catered Functions - may only use hot water urns, coffee urns, reheat or cooking appliances provided by the Saltwater Coast Owners Corporation. These items may not be taken into the function room; and

33.5 BBQ are not permitted in the function room or on the balcony

34. RESTRICTION OF ALCOHOLIC BEVERAGES

34.1 It is a condition of the Function Room Booking Process, when the service of alcohol is intended, that a security guard is present at all times as positioned by the Owners Corporation;

34.2 The Liquor Control Reform Act 1998 is the primary piece of legislation regulating the supply and consumption of liquor in Victoria;

34.3 The Hirer must provide a copy of a permit one (1) working day prior to the booking or the booking will be cancelled;

34.4 The permit holder / licensee is responsible for the service of alcohol during the function & all obligations under the Liquor Control Reform Act;

34.5 Alcohol cannot be served to or by persons under the age of eighteen (18);

34.6 Responsible serving of alcohol will be enforced;

- 34.7** All drink services of beverages containing alcohol must cease 1 hour and 30mins prior to the end of the function booking time or not later than 11:30pm e.g. If a function is booked to 1am all drinks services must cease at 11:30pm;
- 34.8** No guest is permitted to bring their own alcohol into the function room under any circumstances;
- 34.9** Alcohol is not permitted to leave the function room area under any circumstances; and
- 34.10** Alcohol being taken from the function room by the Hirer or guest/s will result in complete loss of bond and a suspension of the Hirers security token in accordance with the Owners Corporation Breach Penalty system.

35. FURNITURE USE and DECORATIONS

- 35.1** The function room has tables and chairs available for use which are stored in the plant room;
- 35.2** It is the responsibility of the Hirer to ensure that all tables & chairs are returned to the allocated positions in the plant room. Five (5) table and fifteen (15) chairs are to be set up in the middle of the room after the function;
- 35.3** The Hirer will be responsible for the cost of any damage to the room and or equipment provided in the room (chairs, tables, audio visual equipment, kitchen equipment or appliances);
- 35.4** No nails, pins, screws, bolts, tape etc. may be driven into or fixed to the walls and fixtures of the function room; and no equipment, furniture or any structures including jumping castles or decorative lighting, posters, placards or notices may be taken into the function room, or placed or displayed outside it or used there without the previous consent of the Owners Corporation or its manager;
- 35.5** Any external entertainment/entertainers e.g. DJ or Face Painting etc. Must be disclosed in writing at the time of the booking and be approved by the Owners Corporation or its Manager prior to the function taking place; and
- 35.6** The Owners Corporation will seek recovery of costs from the hirer for any damages.

36. OCCUPATIONAL HEALTH & SAFETY

- 36.1** The Hirer must adhere to all Occupational Health and Safety requirements including those relating to exposure to noise, working at heights, manual handling and safe operation of equipment;
- 36.2** The Hirer shall comply in every respect with regulations under the Health Act 1958 and the Building Code of Australia with regard to public

buildings for the prevention of overcrowding and obstruction of doorways, passages, corridors or any other part of the building to ensure the safe exiting from the building in case of an emergency;

- 36.3** Smoking is not permitted anywhere in the building including toilets, car park or within five metres of front entry;
- 36.4** Illicit drug use is strictly prohibited;
- 36.5** No animals, birds or reptiles are allowed in any part of the building;
- 36.6** Dogs must not be tied up and left on leads outside front or rear of building;
- 36.7** Dangerous goods or gas cylinders are not allowed in the building other than in designated storage rooms or as approved by the Owners Corporation;
- 36.8** Power points are provided for use of equipment that conforms to Australian standards;
- 36.9** No external sound amplification equipment is to be used without prior approval;
- 36.10** No additional lighting is to be installed in the function room without prior approval; and
- 36.11** Hot water urns and coffee urns are not permitted in the function room.

37. BALCONY

- 37.1** The balcony area can be utilised during functions with the following restrictions:
 - No Chairs or tables permitted on the balcony at any time;
 - No glass permitted on the balcony at any time;
 - No smoking is permitted on the balcony at any time; and
 - Minors must be actively supervised by an Adult.

38. AMENITIES (toilets)

- 38.1** Guests are to use the amenities located on the first floor only. No guests are to wander around the ground floor without an inducted member. None of the Lifestyle Centre facilities (Gym, Pool, Tennis courts, BBQ) are to be used during a function or by guests at a function.

39. PARKING

- 39.1** ALL vehicles are parked at owner's risk. The Owner Corporation are under no liability to insure against loss, theft or damage to vehicles.

40. ANTI-SOCIAL OR VIOLENT BEHAVIOUR

- 40.1** These rules should be read in conjunction with Rule 6.19, 8, 9 and Schedule 6;
- 40.2** Any acts of anti-social, violent or threatening behaviour by the Hirer or guest/s of the Hirer during the course of a function will not be tolerated and will result in complete loss of bond and may become subject further disciplinary action as set out in Schedule 6; and
- 40.3** In the event of this type of incident, the function will not be allowed to continue and police will be notified.

41. CLEANING AFTER YOUR FUNCTION

- 41.1** All catered (self-catered or otherwise) functions will be charged a cleaning fee. Cleaning fees are set out in the Saltwater Coast Schedule of Fees and Charges;
- 41.2** All facilities including furniture, white boards, floor coverings, window blinds and any other facilities utilised during hire must be left tidy and in good order;
- 41.3** It is the responsibility of the Hirer to ensure that all tables & chairs are returned to the allocated positions in the plant room. Five (5) table and fifteen (15) chairs are to be set up in the middle of the room after the function;
- 41.4** All additional chairs and tables are to be stacked and put away in the plant room where they were taken from;
- 41.5** Rubbish should be placed in provided rubbish bags and left neatly within the kitchenette. All packaging must be removed by the Hirer; and
- 41.6** The Owners Corporation will seek recovery of costs from the hirer for any damages.

42. DAMAGES AND PAYMENT OF DAMAGES

- 42.1** The Hirer is required to notify the Centre Manager of any damages caused, during the allotted time booked for the function;
- 42.2** Should any damage be caused to the function area during the period of the function booking, the bond will be retained until any damage caused is repaired;
- 42.3** The cost of the repair of the damage will be deducted from the bond;
- 42.4** The Hirer shall be responsible for and agrees to pay any costs in excess of the bond amount for repairs of any damage caused during the function room booking time;

- 42.5** The Owners Corporation reserves the right to recover any costs incurred as a result of damage, misuse or breach of the facility rules;
- 42.6** The Hirer must pay to the Owners Corporation any charges levied against the Hirer in respect of the costs incurred by the Owners Corporation relating to repair to any damage including without limitation administrative costs, legal costs and the costs of any works performed to rectify any damage;
- 42.7** The hirer must allow the owners corporation, its employees, contractors or agents to rectify any damage;
- 42.8** The hirer agrees to accept a certificate signed by the Owners Corporation Manger as prima facie proof of costs and expenses incurred by the Owners Corporation relating to the damage claim; and
- 42.9** Cost of damages is determined by the repairing contractor. These costs will be retained from the bond. The Hirer will be advised prior to the payment of damages being applied.

43. RECOVERY OF EXPENDITURE

- 43.1** Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by an Member or Occupier or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Member or Occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in VCAT or any court of competent jurisdiction from the Member who was the owner of the Lot at the time when the damage occurred; and
- 43.2** The Owners Corporation may recover costs from the hirer for ay emergency services that have to attend the Lifestyle Centre during the hirers designated function time for any emergency caused by the hirer or their guests.

44. INSURANACE

- 44.1** The Saltwater Coast Lifestyle Centre including the function room is fully covered for any claims due to negligence on the Owners Corporations part; and
- 44.2** It is the responsibility of the user to take out its own insurance, to cover any other claims which may arise in relation to its hirer and use of the function room.

45. DISCLAIMER

- 45.1** The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by

negligence on the part of the Owners Corporation. The Hirer shall indemnify the Owners Corporation, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

46. PROFOMA STATEMENT

46.1 The hirer agrees to sign the following statement:

Saltwater Coast Function Room Rules of Use Hirer Agreement

I have been provided a copy of and agree to comply with the Saltwater Coast Function Room "Rules of Use". The Owners Corporation reserves the right to restrict my use of the facility in accordance with Occupational Health & Safety, Australia Standards, Owners Corporations Act 2006 and Owners Corporation Regulations 2007 & the facility "Rules of Use" displayed throughout the facility. The Owners Corporation reserves the right to recover any costs incurred as a result of misuse or breach of the facility rules.

The Owners Corporation or its Management reserve the right to change or cancel bookings. Management or an appointed agent of management may enter the function room at any time without prior notification.

Hirer: _____

Date: ___/___/___

Signature: _____

Lifestyle Centre

Representative: _____

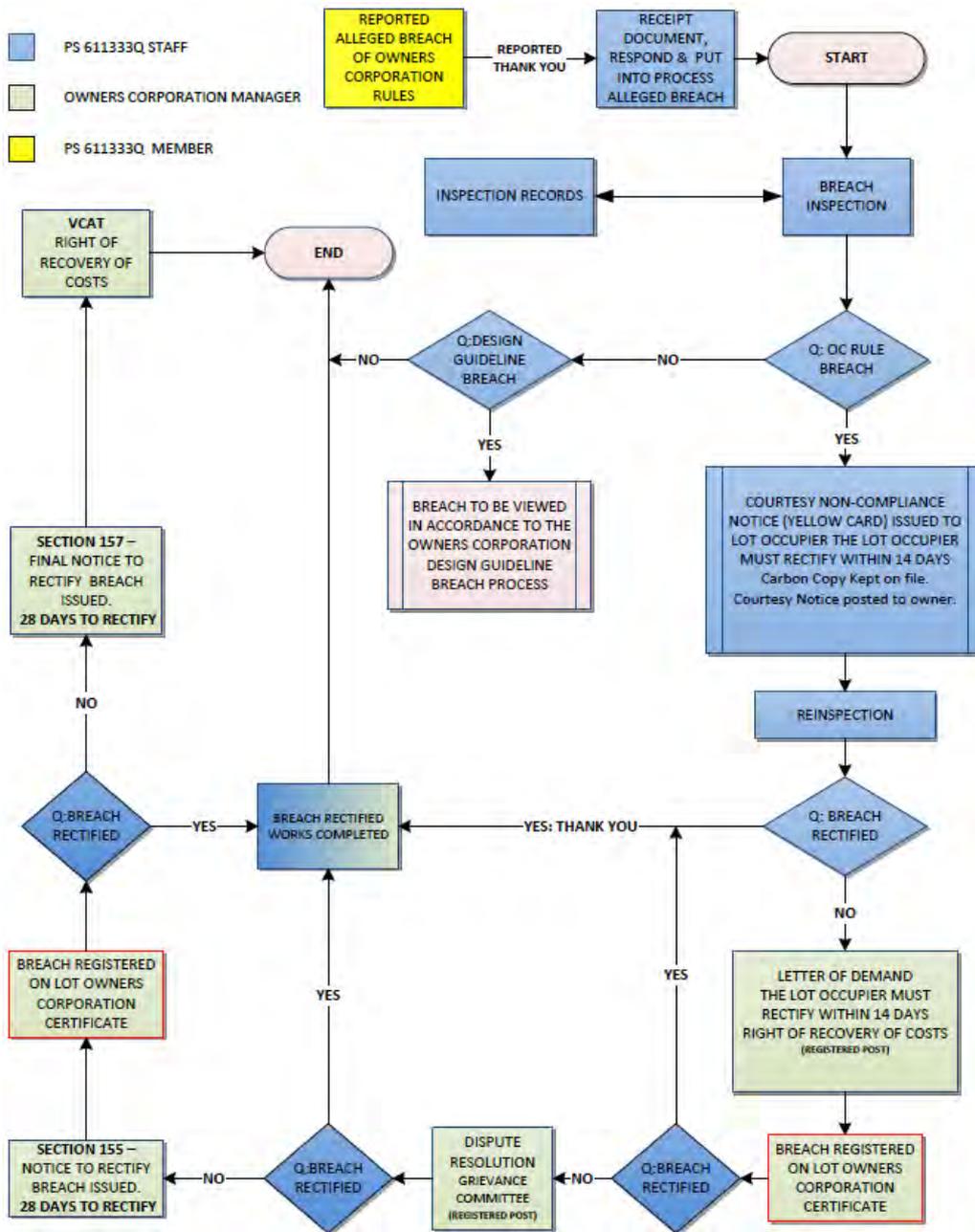
Date: ___/___/___

Signature: _____

SCHEDULE 3 - OWNERS CORPORATION RULE BREACH PROCESS

47. OWNERS CORPORATION RULE BREACH PROCESS

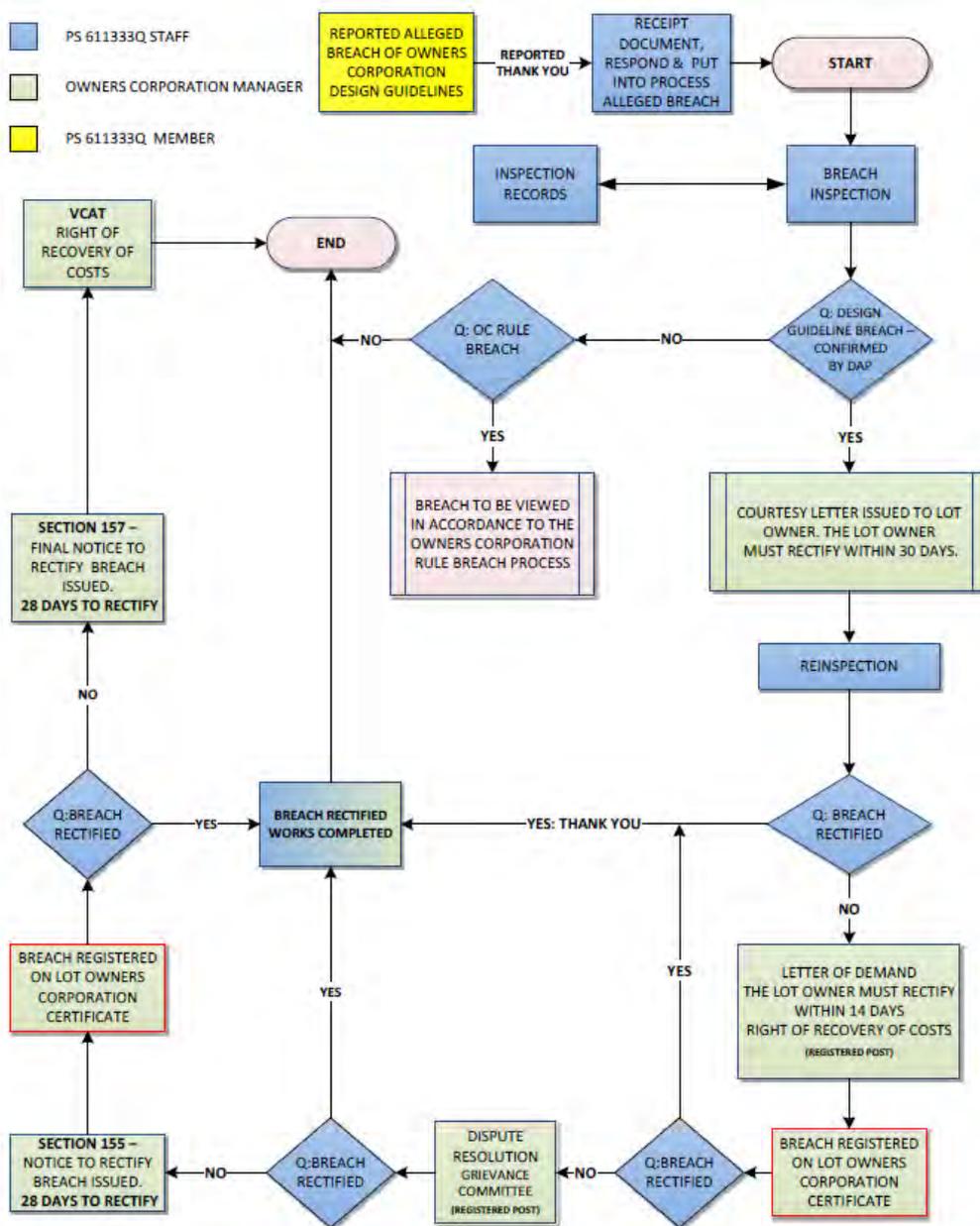
- 47.1** A lot owner, occupier or manager can make a complaint to the Owners Corporation about an alleged breach of the Owners Corporation Rules, or it may otherwise come to the attention of the Owners Corporation Management team; and
- 47.2** The following process will be used to assist the Owners Corporation or authorised representatives investigate the alleged breach of the Saltwater Coast Owners Corporation Rules.



SCHEDULE 4 - OWNERS CORPORATION DESIGN GUIDELINE BREACH PROCESS

48. OWNERS CORPORATION DESIGN GUIDELINE BREACH PROCESS

- 48.1** The Design Guidelines are intended to protect a members lifestyle and investment by ensuring a high standard of design, construction and maintenance of all dwelling's and landscaping; and by providing owners and builders with guidance on their home and garden designs; and
- 48.2** The following process will be used to assist the Owners Corporation or authorised representatives investigate the alleged breach of the Saltwater Coast Design Guidelines.

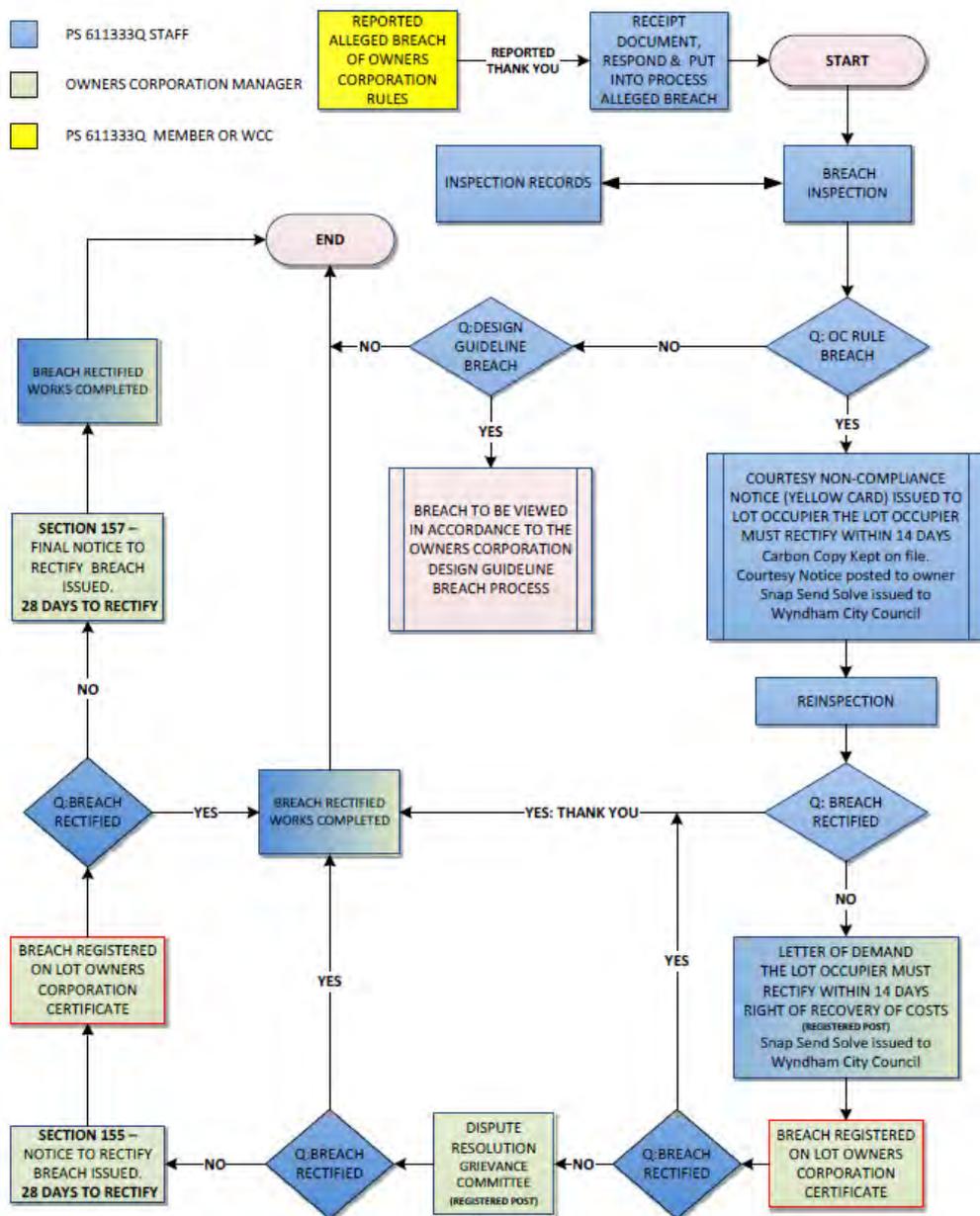


SCHEDULE 5 - OWNERS CORPORATION RULE BREACH PROCESS NATURE STRIPS

49. OWNERS CORPORATION RULE BREACH PROCESS NATURE STRIP

49.1 A lot owner, occupier or manager can make a complaint to the Owners Corporation about an alleged breach of the Owners Corporation Rules, or it may otherwise come to the attention of the Owners Corporation Management team and Wyndham Council (Ref: WCC Nature Strip Beautification Policy) that a breach has occurred; and

49.2 The following process will be used to assist the Owners Corporation or authorised representatives investigate the alleged breach of the Saltwater Coast Owners Corporation Design Guidelines Nature Strips rules.



SCHEDULE 6 - DISCIPLINARY ACTION

50. GROUNDS FOR TAKING DISCIPLINARY ACTION

The Owners Corporation may take disciplinary action against a member or occupier in accordance with this Schedule if it is determined that the member or occupier or a residents member, minor or guest of a member or occupier—

- a. has failed to comply with the Saltwater Coast Owners Corporation Rules; or
- b. refuses to support the purposes of the Saltwater Coast Owners Corporation; or
- c. has engaged in conduct prejudicial to the Saltwater Coast Owners Corporation or its Members.

51. DISCIPLINARY SUBCOMMITTEE

51.1 If the Owners Corporation Committee is satisfied that there are sufficient grounds for taking disciplinary action against a member or occupier, the Owners Corporation Committee must appoint a disciplinary subcommittee to hear the matter and determine what action, if any, to take against the member or occupier;

- 51.2** The makeup of the disciplinary subcommittee—
- a. the Disciplinary subcommittee will comprise not less than 3 members of the Saltwater Coast Owners Corporation Committee but in any case must not be a committee member who:
 - i. is a party in the dispute; or
 - ii. is biased in favour of or against any party.
 - b. In the event a Disciplinary committee cannot be formed due to rule sub rule 51.2(a) members may be appointed from other members of the Saltwater Coast Owners Corporation but in any case must not be a person who—
 - i. has a personal interest in the dispute; or
 - ii. is biased in favour of or against any party.

52. NOTICE TO MEMBER/OCCUPIER

- 52.1** Before disciplinary action is taken against a member or occupier, the Saltwater Coast Owners Corporation Secretary must give written notice to the member or occupier —
- a. stating that the Saltwater Coast Owners Corporation proposes to take disciplinary action against the member or occupier; and
 - b. stating the grounds for the proposed disciplinary action; and

- c. specifying the date, place and time of the meeting at which the disciplinary subcommittee intends to consider the disciplinary action (the disciplinary meeting); and
- d. advising the member or occupier that he or she may do one or both of the following—
 - i. attend the disciplinary meeting and address the disciplinary subcommittee at that meeting or;
 - ii. the member or occupier may appoint a representative to act or appear on his or her behalf at the meeting
 - iii. and may also give a written statement to the disciplinary subcommittee at any time before the disciplinary meeting; and
- e. setting out their appeal rights under rule 54;

52.2 The notice must be given no earlier than twenty-eight (28) days, and no later than fourteen (14) days, before the disciplinary meeting is held.

53. DECISION OF SUBCOMMITTEE

53.1 At the disciplinary meeting, the disciplinary subcommittee must—

- a. give the member or occupier or representative an opportunity to be heard; and
- b. consider any written statement submitted by the member or occupier.

53.2 After complying with sub rule (53.1), the disciplinary subcommittee may—

- a. take no further action against the member; or
- b. subject to sub rule (53.3) may:
 - i. reprimand the member with a warning; or
 - ii. suspend the Recreational Facility Access Rights of the member or occupier for a specified period;

53.3 The disciplinary subcommittee may not fine the member or occupier. Suspension of Access Rights to the Recreational Facility under these rules does not constitute a fine;

53.4 A member is not entitled to claim a refund or rebate of any fees paid to the Owners Corporation for periods of suspended access imposed under these rules;

53.5 The suspension of Recreational Facility Access Rights of a member or occupier by the disciplinary subcommittee under rule 53.2 takes effect immediately after the vote is passed unless action is taken under Rule 54;

- 53.6** All disciplinary meeting including decisions must be minuted and provided to the Saltwater Coast Owners Corporation Secretary as soon as practicable and must—
- a. specify the date, time and place of the meeting; and
 - b. state—
 - i. the name of the person against whom the disciplinary action has been taken; and
 - ii. the name and role of all parties in attendance; and
 - iii. any action taken and the grounds for taking that action;
- 53.7** Where the member/occupier or representative is in attendance at the disciplinary meeting they will be advised of outcomes and decisions formed under rule 53.2 and their right to appeal the decision. Where the member/occupier or a representative is not in attendance rule 53.8 will apply;
- 53.8** The outcome of the disciplinary meeting including decisions must be provided in writing to the owner/occupier as soon as practicable and must—
- a. specify the date, time and place of the meeting; and
 - b. state—
 - i. the name of the person against whom the disciplinary action has been taken; and
 - ii. the name and role of all parties in attendance; and
 - iii. any action taken and the grounds for taking that action
 - iv. The members/occupiers right to appeal any decisions made;

54. APPEAL RIGHTS

- 54.1** A person whose Recreational Facility Access Rights have been suspended may give notice to the effect that he or she wishes to appeal against the suspension;
- 54.2** The notice must be in writing and given—
- a. to the disciplinary subcommittee immediately after the vote to suspend the person is taken; or
 - b. to the Secretary not later than forty-eight (48) hours after the vote; and
 - c. must advise the secretary if the member/occupier wishes to be in attendance at the appeal meeting or send a representative; and
- 54.3** If a person has given notice under sub rule (54.2), a disciplinary appeal meeting must be convened by the Owner Corporation Committee as soon as practicable, but in any event not later than twenty-one (21)

days, after the notice is received. Any action to suspend the persons Recreational Facility Access Rights will be deferred to after the appeal decision

- 54.4** Notice of the disciplinary appeal meeting must be given to each Committee Member of the Owners Corporation as soon as practicable and must—
- a. specify the date, time and place of the meeting; and
 - b. state—
 - i. the name of the person against whom the disciplinary action has been taken; and
 - ii. the grounds for taking that action; and
 - iii. the minutes from the disciplinary meeting; and
 - iv. that at the disciplinary appeal meeting the Owners Corporation Committee members present must vote on whether the decision to suspend person should be upheld, amended or overturned.

55. CONDUCT OF DISCIPLINARY APPEAL MEETING

- 55.1** At a disciplinary appeal meeting—
- i. a minimum of seventy-five (75) percent of Owners Corporation Committee Members are required to attend;
 - ii. no business other than the question of the appeal may be conducted; and
 - iii. the Owners Corporation Committee must state the grounds for suspending the Recreational Facility Access Rights and the reasons for taking that action; and
 - iv. the person whose Recreational Facility Access Rights has been suspended must be given an opportunity to be heard.
- 55.2** After complying with sub rule 55.1(i), the committee members present must vote by secret ballot on the question of whether the decision to suspend the persons Recreational Facility Access Rights should be upheld, amended or overturned;
- 55.3** A committee member must be present to vote;
- 55.4** The decision is upheld if not less than three quarters of the committee members voting at the meeting vote in favour of the decision;
- 55.5** All disciplinary appeals meeting must be minuted and provided to the Saltwater Coast Owners Corporation Secretary as soon as practicable and must—
- a. specify the date, time and place of the disciplinary appeal meeting; and
 - b. state—

- i. the name of the person against whom the disciplinary action has been taken; and
- ii. the name and role of all parties in attendance; and
- iii. the decision of the committee and the grounds for that decision;

55.6 The suspension of Recreational Facility Access Rights of a member or occupier by the disciplinary subcommittee under rule 55.2 takes effect immediately after the vote is passed;

55.7 Where the member/occupier or representative is in attendance at the appeal meeting they will be advised of outcomes and decisions formed under rule 55.2. Where the member/occupier or a representative is not in attendance rule 55.8 will apply;

55.8 The outcome of the appeal meeting including decisions must be provided in writing to the owner/occupier as soon as practicable and must—

- c. specify the date, time and place of the meeting; and
- d. state—
 - v. the name of the person against whom the disciplinary action has been taken; and
 - vi. the name and role of all parties in attendance; and
 - vii. the decision of the appeals committee

SCHEDULE 7 – DISPUTE RESOLUTION

56. APPLICATION

- (1) The dispute resolution procedure set out in this Schedule applies to disputes under the Saltwater Owners Corporation Rules between—
 - a. a member or occupier and another member or occupier;
 - b. a member or occupier and the Committee;
 - c. a member or occupier and the Saltwater Coast Owners Corporation, its employees, contractors or Manager; and

- (2) A member or occupier must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.

57. PARTIES MUST ATTEMPT TO RESOLVE THE DISPUTE

The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.

58. REQUEST TO HAVE DISPUTE MEDIATED BY A GRIEVANCE COMMITTEE

- 58.1** If the parties to a dispute are unable to resolve the dispute between themselves within the time required by rule 57, the parties must within ten (10) days—
- (a) notify the Saltwater Coast Owners Corporation Secretary of the dispute in writing using the prescribed form available from the Owners Corporation web site or from the Owners Corporation Manager ; and
 - (b) agree to or request the appointment of the Owners Corporation Grievance Committee; and
 - (c) attempt in good faith to settle the dispute through mediation at grievance committee meeting.

59. GRIEVANCE COMMITTEE MEMBERS

- 59.1** the Grievance subcommittee will comprise not less than three (3) members of the Saltwater Coast Owners Corporation Committee;
- 59.2** if the dispute is between a member and a Saltwater Coast Owners Corporation Committee member, those committee members named in the dispute will stand down from the grievance committee for this dispute; and
- 59.3** In the event a grievance committee cannot be formed due to rule 59.2 members may be appointed from other members of the Saltwater

Coast Owners Corporation or the parties can agree to an independent arbitrator but in any case must not be a person who—

- i. has a personal interest in the dispute; or
- ii. is biased in favour of or against any party.

60. GRIEVANCE PROCESS

60.1 The Grievance Committee to the dispute, in conducting the mediation, must—

- a. allow the parties in dispute to appoint a representative to act or appear on his or her behalf at the meeting; and
- b. give each party every opportunity to be heard; and
- c. allow due consideration by all parties of any written statement submitted by any party; and
- d. ensure that natural justice is accorded to the parties throughout the mediation process.

60.2 The Grievance Committee must not determine the dispute.

60.3 The Grievance Committee meeting must be minuted and provided to the Saltwater Coast Owners Corporation Secretary as soon as practicable and must—

- a. specify the date, time and place of the grievance meeting; and
- b. state—
 - i. the name of the person against whom the raised the alleged breach or grievance; and
 - ii. the names and role of all parties in attendance; and
 - iii. further details of the alleged breach or grievance not captured in the complaint form and;
- c. any outcomes of the meeting.

60.4 The Saltwater Coast Owners Corporation must decide—

- a. to take action under Sec 153 of the Owners Corporation Act in respect of the alleged breach; or
- b. to apply to VCAT for an order requiring the person to rectify the breach; or
- c. to take no action in respect of the alleged breach.

60.5 If Saltwater Coast Owners Corporation decides not to take action or to apply to VCAT for an order in respect of an alleged breach, it will give notice of the decision to any person who made a complaint under section 152 in respect of the alleged breach setting out the reasons.

**61. FAILURE TO RESOLVE DISPUTE BY MEDIATION THROUGH THE
GRIEVANCE PROCESS**

If the grievance process does not resolve the dispute, the parties may seek to resolve the dispute in accordance with Part 10 of the Owners Corporation Act or otherwise at law.

SCHEDULE 8 – SALTWATER COAST OWNERS CORPORATION COMMITTEES

62. PREAMBLE

Members of Saltwater Coast Owners Corporation Committee should be aware of the following rules and expected procedure with regard to committee meetings. Committee members should be mindful of the Act and any amendments. Particular attention should be given to section 116 which addresses duties and section 117 which outlines immunity provided for committee members when acting in good faith.

63. MEMBERSHIP

63.1 Minimum and Maximum Committee Members

The Saltwater Coast Owners Corporation Committee must have at least three (3) members and not more than eight (8) members.

63.2 Committee members:

- i. must be lot owners or hold a proxy for a lot owner;
- ii. once elected, hold office until a new committee is elected at an AGM, unless removed under rule 64;
- iii. there must not be more than one committee member from any one lot; and
- iv. a lot owner, or anyone acting as a proxy for a lot owner, may nominate for election as a committee member before or at the annual general meeting.

64. REMOVING AND REPLACING COMMITTEE MEMBERS

64.1 Lot owners can remove a committee by ordinary resolution, which requires support from at least fifty (50) percent of lots or lot entitlements, at an annual general meeting or Special General Meeting;

64.2 The committee can remove or suspend a committee member at a committee meeting by majority vote where a committee member is in breach of rule 65;

64.3 If there is a casual vacancy on a committee, the remaining members of the committee can invite another lot owner or a person holding a proxy for a lot owner to be a member of the committee; and

64.4 The vacancy does not have to be filled if three or more members remain on the committee.

65. DUTIES OF COMMITTEE MEMBERS

65.1 A member of the Saltwater Coast Owners Corporation committee or sub-committee must:

- i. comply with the Act, Owners Corporation Regulation 2007, the Owners Corporation Rules and any other rules as set by the Owners Corporation Committee;
- ii. make a commitment to acquiring an understanding of the Act, The Owners Corporation Regulation 2007 and the Owners Corporation Rules;
- iii. act honestly and in good faith;
- iv. exercise due care and diligence;
- v. not make improper use of his or her position as a member to gain, directly or indirectly, an advantage for themselves or for any other person;
- vi. a committee member must disclose to the committee any conflict of interest the member may have in a matter before the committee. Where a conflict exists the member must voluntarily or if asked to do so by the committee, absent themselves from the deliberation and decisions of the committee about the relevant matter;
- vii. not act in an anti-social, violent or threatening manner towards another committee member, a member, an occupier, guests, employees, contractors or any other persons;
- viii. a committee member must not unfairly or unreasonably disclose information about the Owners Corporation, including information about a member or occupier unless authorised or required to do so under the law;
- ix. A committee member has no executive authority and can only act with the approval of the committee;
- x. must attend a minimum of fifty (50) percent of committee meetings;
- xi. must provide notice to the secretary when not able to attend a planned committee meeting;
- xii. must show respect for other members: no interrupting, no long monologues;
- xiii. must allow space for all committee members to express their views;
- xiv. must adhere to confidentiality where agreement on whether meeting content may be discussed outside the meeting;
- xv. must take responsibility for timekeeping, keeping to the agenda and voicing their opinions in the meeting rather than afterwards; and
- xvi. report to the owners corporation at each annual general meeting.

66. PROCEDURES

66.1 A committee meeting may be called by the:

- a. owners corporation;
- b. committee;
- c. chairperson of the committee;
- d. secretary of the committee;
- e. manager of the owners corporation; or
- f. delegate of the owners corporation.

66.2 The secretary must prepare the notice of meeting which must:

1. be sent out at least three days before the meeting or as determined by the owners corporation;
2. set out the time and place of the meeting; and
3. include an agenda, previous meeting minutes, copies of all committee and other reports to be discussed, and drafts of all motions received

66.3 Frequency of Meetings

The Saltwater Coast Owners Corporation must meet at least every two months.

66.4 Quorums

- i. a quorum for a committee meeting is at least fifty (50) percent of the committee members;
- ii. when there is no quorum at the meeting, the committee can make interim resolutions. These do not take effect unless either:
 1. confirmed at the next committee meeting when a quorum is present
 2. confirmed by a ballot of committee members
 3. procedures set out in the rules about interim committee decisions are followed; and
- iii. If the votes are equally split, the chairperson has a casting vote

66.5 Ballots

A person may vote in a ballot by completing the ballot form and forwarding it to the secretary of the Owners Corporation in accordance with s.86.(1) of the Act.

66.6 Conflicts of Interest

- i. Committee members are required to submit to the manager any conflicts of interest being either financial or non-financial which may bring into question a committee members ability to act in accordance with section 117(c) of the Owners Corporation Act, prior to voting on any motion under a meeting or ballot;
- ii. The Manager has, in their absolute discretion, the ability to determine whether or not to permit a committee member be able to vote on a motion where a conflict of interest, being either financial or non-

financial which may bring into question a committee members ability to act in accordance with section 117(c) of the Owners Corporation Act has been identified, whether or not it has been reported; and

- iii. The manager or secretary will record all conflicts of interest in a register against which any and all conflicts of interest, being either financial or non-financial which have been determined may bring into question a committee members ability to act in accordance with section 117(c) of the Owners Corporation Act including the details of any motion under a meeting or ballot.

67. THE FORMAL AGENDA

67.1 A formal agenda must be use at each committee meeting and include at a minimum the following:

- A. **Attendance** – and apologies are read, called for and recorded;
- B. **Conflict of Interest** – all parties in attendance at an Owners Corporation meeting must declare all conflicts of interest that could lead to a member gaining, directly or indirectly, an advantage for themselves or for any other person. All conflicts must be recorded by the secretary in a separate Conflicts register and included in the meeting minutes;
- C. **Previous Minutes** - The Chair calls on the Secretary to read the previous minutes if they have not been previously circulated. Corrections or additions are called for by the Chair after which the chair declares that the minutes are approved as read, delivered or corrected; or entertains a motion to that effect;
- D. **Matters Arising** - from the last minutes are discussed (discussion should be confined to specific questions arising from the minutes, or the Action someone was asked to take);
- E. **Correspondence** - is tabled. Discussion is limited to the essentials, and a motion put that inward correspondence be received, another that outward correspondence be approved;
- F. **Financial Statements** - are presented by the Chair. A motion is needed on a list of accounts for payment that are outside the approved payments discretions policy;
- G. **Committee Reports** - are presented and discussed. Do not need a motion unless specific recommendations are made in which case a motion is required for the specific recommendation(s) only. Example reports include:
 - a. Centre Managers report – containing update on OH&S breaches or concerns, breach notices issued, rectified and outstanding, complaints, requests from members, other information

- b. Corporation Manager report – containing updates on arrears, OH&S or relevant law changes, complaints and other topical information relevant
 - c. Grievance committee update
 - d. Disciplinary Committee update;
- H. **Other Reports** - (brief, on specific subjects, with recommendations attached for consideration) are presented. Recommendations are discussed, and approved or declined through a motion. Examples include:
- a. Sub-Committee update and reports are presented;
- I. **Motions Put** – motions of which due notice has been given are put. Any motions proposed without sufficient notice may be rejected by the Chair and then accepted as notices of motion for the next meeting;
- J. **General Business** - This is the time for minor items to be raised. The Chair should discourage the raising of major items at this point unless they are urgent. The Chair decides whether each matter will be discussed or deferred to the next meeting; and
- K. **Next Meeting** - is arranged if not already set.

68. MINUTES

68.1 Preamble

It is important that committee meetings are minuted so that they provide the Committee and all Members of Saltwater Coast Owners Corporation access to information in relation to financial matters, the state of maintenance and potential changes to the operating of the Owners Corporation. The intent should be to limit the monopoly of information that some individuals might otherwise have about the owners corporation.

- 68.2** The Secretary of the Committee must take the minutes of the meeting and must at a minimum include —
- a. specify the date, time and place of the committee meeting; and
 - b. names of lot owners present;
 - c. names of lot owners who have provided proxies;
 - d. names of proxies present;
 - e. a record of any conflicts of interest raised;
 - f. Details of correspondence, reports, notices or other documents tabled including a brief summary of each ;
 - g. text of all resolutions; and

h. outcomes of on any voting on resolutions.

68.3 Copies of minutes must be provided to the Saltwater Coast Owners Corporation Committee Members as soon as practicable after the meeting.

68.4 Copies of minutes of each meeting must be placed on the notice board of the Saltwater Coast Lifestyle Centre and Saltwater Coast Residents Website as soon as practicable.

69. SUB-COMMITTEES

69.1 Membership

The Sub-Committee shall consist of the at least three (3) members and no more than five (5) members of the Owners Corporation Committee. Lot Owners from the wider Saltwater Coast Owners Corporation may be co-opted to a sub-committee to offer expertise or experience if requested do so, such lot owners must be financial in order to accept the position.

69.2 Appointment of Sub-Committee

The Owners Corporation Committee shall from time to time determine the members of the Sub-Committee

69.3 Committee Rules Apply to Sub-Committees

These rules should be read in conjunction with committee rules 63,64,66.

69.4 Disciplinary and Grievance Sub-Committees

The Disciplinary and Grievance subcommittee rules are outlined in schedule 6 and schedule 7 respectively and contain additional powers of these sub-committees to make decisions.

69.5 Frequency of Meetings

The Sub-Committee shall meet as required. A quorum at each meeting shall be three (3) members.

69.6 Record of Meetings

The Sub-Committee shall ensure that an agreed written record of each of their meetings is forwarded to the Owners Corporation Secretary for distribution to the Committee.

69.7 Functions of the Sub-Committee

- i. To advise the Owners Corporation Committee on matters requiring more time to research and obtain information on matters involving: financial impacts , legal and OH&S issues;
- ii. To make recommendations to the Owners Corporation Committee on matters deferred to the sub-committee; and
- iii. The Owners Corporation Committee is responsible for all final decisions.

**SCHEDULE 9 - SALTWATER COAST LIFESTYLE CENTRE MEMBERS
INFORMATION & INDUCTION FORMS**

70. INDUCTION FORM

Inductee Name: _____

Please circle - Owner or Tenant

Address and Lot Number

Email: _____

Contact Number: _____

Emergency Contact Details:

Name of Emergency Contact	
Contact Number	
Relationship	

Date Inducted: __/__/20__

Office Use Only	Owner	Tenant	Agent Details
Paper Work Complete (Y/N)			Agent
Owners Corporation Approved Y/N			Expiry
Identification Paperwork (original and copy) provided (Y/N)			Notes:
Electronic Records Updated			
Security Token Issued			
Inducted by			
Notes:			

71. GYMNASIUM INDUCTION CHECKLIST PROGRAM CARDIOVASCULAR EQUIPMENT

Gymnasium Induction Checklist Program Cardiovascular Equipment

Purpose:

To provide a general awareness and understanding of the Fitness Centre Rules and Regulations and basic use of equipment.

Equipment		
Treadmill	Start/Stop	
Speed Adjustment		
Incline Adjustment		
Stepper		
Elliptical Trainers		
Upright Bikes	Seat Height Adjustment	
Training Intensity	Heart Rate for Age	
Stretching		
Weight Training Equipment		
Weight Machines	Adjusting Weight (pin)	
Adjusting Seat/Height		
Exercise Diagrams		
Movement of Exercise		
Benches	Adjusting Angle	
Free Weights	Safety/Technique	

The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation.

I hereby confirm that I have been inducted in the use of the Saltwater Coast Gymnasium.

Inductee Name: _____

Signed: _____

Date: ___/___/20___ Inducted by: _____

72. GYMNASIUM RULES OF USE

Gymnasium Rules of Use:

- Children under 16 years of age are not permitted in the Gymnasium;
- For Hygienic purposes please bring a Towel for your personal use;
- Please Wipe down Equipment after use with Sanitizer Spray and Paper Towels provided;
- Equipment must be Returned to its Designated Position after use;
- During Peak Times please limit Cardio Equipment use to 20 minutes;
- Appropriate Attire and Footwear to be worn at all times;
- No Antisocial Behaviour will be Tolerated;
- Residents Guests must be accompanied by a Member at all times (1 guest permitted per member);
- Personal Trainers (permitted as a guest of a Resident) are required to:
 - Be Registered with Centre Management prior to commencement of training
 - Provide a Public Liability Insurance Certificate
 - Ensure Non-resident clients are NOT brought into this Centre
 - Subject to 'Fair Use Policy' ;
- Please store Bags and Belongings in Lockers provided;
- No Alcohol, Food or Glassware are permitted;
- Smoking is not permitted anywhere in this Facility;
- All users using the Gym do so at their own risk;
- Hours of use are between 5.00am and 10.00pm ;
- Members must comply with all rules of use, policies and regulations relating to the gymnasium;
- Members are not permitted to use the Gymnasium until they have completed an induction;
- Members must be inducted into the equipment prior to the Owners Corporation granting access to the gymnasium; and
- Access to the gymnasium may be withdrawn if a member fails to comply with the stated terms and conditions.

These rules should be read should in conjunction with the Saltwater Coast Owners Corporation rules and the Act. To the extent of any inconsistency between these Rules and the Saltwater Coast Owners Corporation Rules the Owners Corporation Rules will prevail.

The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation.

Statement:

I agree to comply with the above Gymnasium Rules and Regulations:

Inductee Name: _____

Signed: _____

Date: ___/___/20__ Inducted by: _____

73. HEALTH INVENTORY

Health Inventory (Confidential)

First Name: _____ Surname: _____

D.O.B: ____/____/____ Sex: M F

Correspondence Address: _____

Telephone:(h)_____ (w)_____

Occupation: _____

Have you, or ever had: (tick the appropriate)

	Yes	No	Not Sure		Yes	No	Not Sure
Difficulty Breathing				Varicose Veins			
Palpitation/Pounding of Breathing				Nervous/mental disease			
High Blood pressure				Pneumonia			
High Cholesterol				Stomach Ulcer			
Rheumatic Fever				Diabetes			
Any Heart/Stroke Conditions				Hernia			
Blood Clots in Legs				Asthma			
Are you pregnant or attempting to get pregnant ?							
Have you had a child in the last six months (women only) ?							
Do you suffer from pains in your heart or chest ?							
Do you often feel faint or have faint spells of severe dizziness?							
Has anyone in your family ever suffered from Coronary Heart Disease and if so was it before age 65?							
Has your doctor ever told you that you have Bone or Joint problem such as Arthritis that has been aggravated by exercise or might be made worse with exercise ?							
Is there a good physical reason not mentioned here why you should not follow an activity program?							
Do you take any prescription medication?							
Have you had any major surgery or injuries in the last three years?							
Are you over 45 AND unaccustomed to vigorous exercise?							
Do you smoke? If so, how many per day ?							

Please note: if you answered yes to any of the above, we recommend you gain medical clearance prior to beginning your exercise program.
Statement

I undertake this exercise program under my own volition. In doing so, I understand that any injuries I may incur as a result will be my own responsibility and I will not hold Owners Corporation PS611333Q or Lifestyle Centre Staff responsible with any claim of compensation, financial or otherwise:

The Owners Corporation, its agents and servants undertakes not to deliberately disclose the information contained in this form to anyone other than for insurance purposes, where emergency services are required to attend an incident involving the inductee named on this form or as otherwise required by law.

The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation

Acknowledgement:

Inductee Name: _____

Signed: _____

Date: ___/___/20___ Inducted by: _____

74. WET AREAS & TENNIS COURT RULES OF USE

WET AREAS & TENNIS COURT RULES OF USE

1. Children below the age of 16 years may use the wet areas, tennis courts and changing rooms only if supervised by an adult Member;
2. Members are not permitted to use the facility until they have completed an induction;
3. Residents Guest must be accompanied by a Member at all times;
4. Hours of use are between 5.00am and 10.00pm;
5. Glass objects, drinking glasses and sharp objects are not permitted in the wet areas or tennis courts;
6. Alcohol is not permitted in any area;
7. Smoking is not permitted anywhere within the lifestyle centre;
8. For the hygiene of all users of the swimming pool you must shower before using the pools or spa;
9. All users of the swimming pool or spa must dry off before leaving this area;
10. Footwear must be worn to and from the wet areas;
11. All users of the wet areas and tennis courts must ensure appropriate attire is worn at all times (i.e. nude swimming is not permitted);
12. Running, ball playing, rough play, noisy or hazardous activities are not permitted in the wet areas. There is strictly NO DIVING;
13. All users of the wet areas and tennis courts do so at their own risk; and
14. Tennis Court Games are to be strictly conducted in one (1) hour blocks.

These rules should be read in conjunction with the Saltwater Coast Owners Corporation rules and the Act. To the extent of any inconsistency between these Rules and the Saltwater Coast Owners Corporation Rules the Owners Corporation Rules will prevail.

The Owners Corporation, its agents and servants shall not be liable to the user or to any person using or entering the Saltwater Lifestyle Centre for personal injury or for damage to, loss or theft of any property brought into the facility; however it may be caused, unless caused by negligence on the part of the Owners Corporation.

Statement:

I agree to comply with the above Rules of Use:

Inductee Name: _____

Signed: _____

Date: ___/___/20__ Inducted by: _____

END OF SALTWATER COAST OWNERS CORPORATION RULES



Welcome to Advantage Property Group.

Rental Payments

Rent is to be paid through Electronic Funds Transfer (EFT). Please ensure that your rent is paid in time to reach our office at least 4 days before your due date. This will ensure that your rental payments do not fall into arrears.

Please see attached as to how rent is to be paid.

Condition Report

In your sign up appointment, you were given a "CONDITION REPORT". This is an accounting of all the properties details which your Property Manager has recorded. Naturally, there may be things that we are unaware or possibly may have overlooked. For this reason, we kindly request that during the moving in process you record any details that you feel we may have left out and return it to us within 3 working days. If you do not return the condition report within the 3 days we will assume that you did not find any discrepancies/issues and that you agree with the details of our report and that will be the one we use to company with at the end of your tenancy. If you have not returned the report but found discrepancies/issues you will be held responsible for these at the end of the tenancy.

Maintenance issues

Should you have any maintenance issues throughout your tenancy, please be advised that we require written notification (either via email or text message). This is our company policy and is our way of protecting both yours and the landlords interest by ensuring that requests are not overlooked and can be date & time stamped.

Routine inspections/keys

You have been provided with one set of keys to the property. If you require a second/third set, it will be your responsibility to get them cut. The exact set of keys that were provided to you at the beginning of your tenancy will be expected to be returned at the end of it. We also have a set of keys to the property and will use them in case of an emergency, to allow access to maintenance people/valuators or to conduct routine inspections. You will ALWAYS be notified when someone is going to be attending the property. Your first Routine Inspection will be around your 3 month anniversary of residing at the property, then every 6 months thus after.

Electronic communication

Because of the increasing delays in postage, we will either text or email to send you notifications of inspections etc.

Contact details

It is extremely important that you keep us updated with any changed to either your phone number or email address.

Emergency contact

I am available on the mobile after hours for emergencies. If I do not answer, please leave me a message or send me a text, stating the property address, your name and the emergency. I will endeavour to get back to you as soon as I can.

Four digital signatures are displayed in a row, each enclosed in a blue box with "DS" in the top left corner. From left to right, the signatures are: a cursive signature, a signature starting with "J.", a signature starting with "N.T.", and a signature starting with "Sant".

Arrears Policy

We have a **ZERO TOLERANCE FOR ARREARS**. Therefore, the following is what will happen if your rent does not reach us by the due date.

Rent is to be kept in advance at all times.

DAY 4 – Email or SMS

DAY 6 – Email or phone call

DAY 7 – Reminder Letter and Email

Day 10 – Overdue rent letter

Day 15 – Notice to Vacate

Day 18 – Application to VCAT for Possession, Rent and Bond.

Please keep in mind that failing to pay your rent will result in a bad rental reference and affect your chances of acceptance for any future properties you wish to lease. You will also be responsible for the court costs, lock changes, costs of fixing damage, cleaning and rent that may be outstanding.

Advantage Property group is a member of the rental tenancies database. As part of our commitments, we will be updating the database with negative information about your tenancy if you are constantly in arrears or are evicted from the property.

We will employ the services of a debt collection agency to recoup any outstanding funds. Please note that during this process, your credit rating may be affected, which may decrease your chances of obtaining any lending in the future.

If you anticipate that you will be making a late rental payment, please call our office and will note it on your file so it does not affect your history.

If you are experiencing financial difficulties which will affect your ability to make rental payment, it is important that you speak with us as soon as possible. We are here to help!



Four digital signatures are shown, each enclosed in a blue DocuSign envelope icon. The signatures are: 1. A signature starting with 'J.' 2. A signature starting with 'K.' 3. A signature starting with 'NT' 4. A signature starting with 'S.'



Suite 305, 566 St Kilda Road
Melbourne VIC 3004
P 03 9526 8103
F 03 8677 3332

E info@advantagepropertygroup.com.au
www.advantagepropertygroup.com.au

How to pay your rent

Advantage Property Group is a cash free office.

All rental payments are to be made via Electronic Funds Transfer (EFT) into our Trust Account.

Please ensure that payments are made 4 days prior to your due date, so that the funds clear into our Trust Account on the due date.

Please note that rent payments will ONLY be acknowledged once the funds have cleared into our Trust Account. We will not acknowledge bank receipts as payment confirmation.

It is recommended that you setup and automatic transfer on your internet banking, to ensure that payments are always made.

Our Account Details:

Account Name: Advantage Property Group Trust (or APG Trust)

Bank: ANZ

BSB: 013381

ACCOUNT NUMBER: 267435978

Please use the following reference when making a payment: **308SALTWATER**

Your Rent is due on or before the **11th of every month.**

Your monthly rental payment is **\$1,652.00**

Agent

DocuSigned by:

Orhan Altun

E218DBCF083A4C7...

Tenant

DocuSigned by:

K. Tyane

04426D883C2C493...

DocuSigned by:

K. Tyane

A6056D5716114B2...

DocuSigned by:

J. Spence

CBD398D2F91C401...

DocuSigned by:

J. Spence

71062E3C5C914B4...



NBN Rollout

Stelatel Communications has informed us that NBN Co.'s current service calls have been prioritised for internet service providers (TPG, iinet, Telstra, Optus). To speed up the process of having an internet connection available at your house, please contact your preferred internet provider and explain the following;

- You don't have an active phone line
- You need a new connection as your house is brand new and you currently have no phone line from the pit (street) to the house
- Explain to them that the conduit is ready from the boundary of the property to the house

In some cases, the phone operator may not understand that the house is brand new and that a phone line is NOT active. You need to stress to them that you require a new connection, otherwise they will send out the wrong contactors for connection which will delay the process.

If you incur a "\$300 NBN co new development charge" please let us know and email us the invoice and receipt of payment, once approved we can credit your rent.

If your Internet is FTTP (fibre to the premises) and you have a long wait for a technician to come out, please forward me your order number and we can try an arrange our contractors to speed up the process.

If you have any questions, please let us know.

Agent

DocuSigned by:

Orhan Altun

E218DBCF083A4C7...

Tenant

DocuSigned by:

X Tyrene

04426D883C2C493...

DocuSigned by:

K

A6056D5716114B2...

DocuSigned by:

P. Spence

CBD396D2F91C401...

DocuSigned by:

Stuart

71062E3C5C914B4...



Suite 305, 566 St Kilda Road
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F 03 8677 3332

E info@advantagepropertygroup.com.au
www.advantagepropertygroup.com.au

WET WIPES ARE NOT TO BE FLUSHED DOWN TOILETS

It is a condition of your Lease Agreement, that no Wet Wipes are to be flushed down any toilets.

Wet Wipes claiming to be 'Flushable' or 'Biodegradable' are misleading and false. They are not permitted to be used on any toilet.

According to Australia's water services providers, blockages caused by wet wipes are costing them an estimated \$15 million a year to clear.

About 75% of all sewer blockages involve wet wipes.

Wipes claiming to be flushable have been found by The ACCC to be false and misleading. Wet Wipes may flush down toilets, but do not disintegrate. This built up leads to blockages in the sewers.

If your toilets are blocked, you'll need to follow some simple steps to unblock them.

If you are unsuccessful in unblocking your toilet, we will arrange a plumber to attend your property. The plumber will assess to cause of the blockage and if it is found to be a result of build-up of Wet Wipes and/or other items, the costs of the plumber is to be paid for entirely to the tenant/s.

By signing this form, the tenant/s acknowledge that under no circumstances, are any type of wet wipes, rubbish and other sanitary items are to be flushed down any of the toilets. The cost to unblock and rectify damages caused by these items will be paid for by the tenant/s.

Agent

DocuSigned by:
Ozan Altun

E218DBCF083A4C7...

Tenant

DocuSigned by:
A Tyane
04426D883C2C493...

DocuSigned by:
Km
A6056D5716114B2...

DocuSigned by:
M. Spence
CBD396D2F91C401...

DocuSigned by:
st
71062E3C5C914B4...

APGconnect

Let us Connect you!

Advantage Property Group has teamed up with Move in Connect to create APG Connect. Utilising the comprehensive comparison services of Connect Now, APG Connect provides an easy solution when it comes to home utility connections.

A one stop shop for all utilities and essential services connection, we can find the best value;



Electricity



Gas



Internet



Phone



Pay TV



Removalists



End of Lease Clean

Free, Quick and Easy Service!

Our customer care team will call you and take the stress away.

Service provided by Move in Connect.

For more information call Move in Connect on 1300 786 045 or visit them at York House, L1, 123 York Street, South Melbourne VIC 3205 or www.moveinconnect.com.au. For terms and conditions, please visit www.moveinconnect.com.au or email connections@moveinconnect.com.au

Tenant Vacate Checklist

General

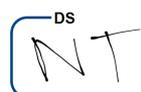
- All light fittings in working order, clean and free from dust and insects.
- Power points and light switches are to be wiped over to remove finger prints/grime.
- Ceiling fans to be free from dust.
- Remove cobwebs from inside and outside of property.
- All rubbish must be removed from the property.
- If pets have been kept on the premises, the property must be treated for fleas.
- External areas returned to same condition as commencement of tenancy, including gardens, pools, and garage.
- Garden to be weeded (where applicable)
- Driveways, carports and all concrete areas to be free from oil and grease stains.
- Garage floor area to be swept and be free from oil and grease stains.
- Please ensure all user manuals, modems and appliance remote controls are returned.

Bedrooms

- Built in wardrobes – tracks cleaned.
- Mirrors cleaned.
- All clothes removed.

Kitchen

- Cupboards to be washed inside and out.
- Bench tops to be washed and clean.
- Splashbacks to be washed and clean.
- Drawers to be washed and clean.
- Oven [including oven trays and racks], griller tray, Oven door top to be cleaned and free from grime.
- Cook top to be cleaned and free from grime (especially around the handles).
- Exhaust fan/range hood to be cleaned and free from oil build up (especially on top and bottom grill).
- Sink and taps to be washed and clean.
- Dishwasher [if applicable] must be cleaned inside and out (run a cleaning cycle).
- Refrigerator [if applicable] must be defrosted, cleaned inside and out and left with door ajar.
- Floors Cleaned





Bathroom, Ensuites

- Tiles cleaned, grouting and ceiling free of mould.
- Vanity basins, taps, shower screens and bath free of all soap scum.
- Exhaust fan cleaned and free from residue.
- Toilet to be cleaned thoroughly and disinfected inside, outside and behind.
- Drawers to be washed and clean.
- Mirrors to be washed and clean.
- Floors Cleaned.

Laundry

- Laundry tub cleaned.
- Washing machine and dryer [if applicable] to be cleaned inside and out.
- Cupboards to be cleaned inside and out.
- Floor cleaned.

Floors

- Carpets are to be professionally cleaned and receipt provided. If pets had been approved at the property, the carpets are to be deodorized as well.
- Tiles and timber floors swept and mopped.
- Kickboards/timber skirts to be washed to remove scuff marks.

Windows and Blinds

- Cleaned windows inside and where able outside.
- Window sills and tracks cleaned.
- Blinds are clean and free from dust.

Walls and skirting

- Wipe down the walls and skirting
- Wipe down of scuff marks around the property

^{DS}
J. T.

^{DS}
NT

^{DS}
K. H.

^{DS}
S. H.



Other required procedures

- o Arrange for your mail to be directed.
- o Disconnect the electricity / gas / telephone / water – advise the companies of your lease end date and arrange for final readings.
- o Make sure your rent is paid to your vacating date.
- o Provide the office with your forwarding address and contact numbers.
- o Carpet cleaning receipt.
- o Vacate clean receipt (if you have arranged a professional cleaner).
- o Return all keys by 4pm on your vacate date.

^{DS}
J. T

^{DS}
NT

^{DS}
K. M.

^{DS}
S. M.

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The Real Estate Institute of Victoria Ltd | www.reiv.com.au | ABN 81 004 210 897 |

Residential Tenancies Act 1997

(Section 26(1))

Residential Tenancies Regulations 2008

(Regulation 7)

THIS agreement is made on the **13th** day of **January 20 20**at **Advantage Property Group**BETWEEN **Min Yang**
(LANDLORD)

(Name, ACN (if landlord is a company) and address)

(*whose agent is **A.O.K. Corp Pty Ltd T/As Advantage Property Group** ACN:150 781 052
Se 305 566 St Kilda Rd, MELBOURNE, VIC
3004 03 95268103) *strike out if not applicable

(Name, ACN (if agent is a company), business address and telephone number)

AND **Josephine Tipene, Ken Tipene, Natasha Tipene, Sean Tipene**
(TENANT)**308 Saltwater Promenade, Point Cook VIC 3030**

(Name, ACN (if tenant is a company) and address)

1. PREMISESThe landlord lets the premises known as **308 Saltwater Promenade, Point Cook VIC 3030**

(*together with those items indicated in the schedule) *strike out if not applicable.

2. RENTThe rent amount is **\$1,652.00** The date the first rent payment is due is **11 / 04 / 2020**Pay period: weekly fortnightly monthly **11th** (insert the date of each month when the rent is due)Place of payment: **Advantage Property Group****3. BOND**The tenant must pay a bond of **\$2,250.00** to the Landlord/agent on **ALREADY LODGED WITH RTBA**In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

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4. PERIOD

- (a) The period of the agreement is **12 months** commencing on the **11th** day of **April** 2020 and ending on the **10th** day of **April** 2021
Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

- (b) The agreement will commence from the _____ day of _____, 20 _____ and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

4A. CONSENT TO ELECTRONIC SERVICE

- (1) Express Consent
(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

- (3) Change of Electronic Address
The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.
- (4) Withdrawal of Consent
- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

THE LANDLORD MUST -

- (a) ensure that the premises are maintained in good repair; and
- (b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. USE OF PREMISES

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. ASSIGNMENT OR SUB-LETTING

DS

DS

DS

DS

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Residential Tenancy Agreement[©]



- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

*Schedule of items (See Clause 1)



^{DS}
J. J.

^{DS}
NT

^{DS}
K. H.

^{DS}
[Signature]

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Residential Tenancy Agreement®



ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** *in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.*

12. Installing goods, making alterations, additions or renovations at my premises

12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you

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must have the service re-connected or repaired at your cost.

- 14.5** If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

- 15.1** If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.

- 15.2** If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

- 15.3** My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

- 16.1** You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

- 17.1** When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises

- 18.1** You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.

- 18.2** Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.

- 18.3** When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

- 18.4** If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. You will indemnify me in certain circumstances if things go wrong at my premises

- 19.1** If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.

- 19.2** If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises

- 20.1** If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

- 20.2** If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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Residential Tenancy Agreement[©]

- 20.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**
- 21.1** Except as allowed by this by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.
- 22. Storage and removal of waste and rubbish at my premises**
- 22.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.
- 23. Hanging washing at my premises**
- 23.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.
- 24. Looking after the garden at my premises**
- 24.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2** These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4** If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 25. Pets at my premises**
- 25.1** Before you may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.
- 25.2** I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission

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is given, it may be on reasonable conditions.

- 25.3** If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.
- 26. Assignments, subletting or abandoning my premises**
- 26.1** If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2** If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a)** a pro-rata letting fee;
- 26.2 (b)** advertising or marketing expenses;
- 26.2 (c)** rental data base checks on applicants;
- 26.2 (d)** rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3** Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.
- 27. If you intend to leave my premises when your tenancy ends**
- 27.1** If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
- 27.2** You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
- 27.3** You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 27.4** You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.
- 28. Remaining at my premises after your tenancy ends**
- 28.1** If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.
- 28.2** You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.
- 29. If I require my premises when your tenancy ends**
- 29.1** If I require my premises when your tenancy ends, I, or my managing agent, will tell you.
- 29.2** I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.
- 30. Changing the locks and alarm code at my premises**
- 30.1** You may change the locks at my premises.
- 30.2** If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 30.3** You may change the code of an alarm at my premises.
- 30.4** If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

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Residential Tenancy Agreement[©]

- 31. 'To Let', 'auction' and 'for sale' signs at my premises**
- 31.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31.2** You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 32. Owners corporation rules and my premises**
- 32.1** If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 32.2** You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 32.3** You do not have to contribute to owners corporation capital costs or other expenses payable by me.
- 33. You cannot use your bond to pay your rent for my premises**
- 33.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 33.2** You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
- 34. Increasing the rent for my premises**
- 34.1** If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 34.2** If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 34.3** If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent, I will give you at least 60 days notice; and
- (b) the notice I give you will be in the form prescribed for the purpose.
- 34.4** I acknowledge I must not increase your rent at intervals of less than 6 months.
- 35. Receipt of condition report / statement of rights and duties for my premises**
- 35.1** You acknowledge before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
- (b) a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

Non-REIV ADDITIONAL TERMS

These additional terms have been added to this Residential Tenancy Agreement by the Landlord's Agent.

1. The TENANT agreed that all plants in pots are to be placed in suitable non-porous containers, raised at least 20 centimetres above the floor.
The TENANT agrees to placing candles in a suitable receptacle so that wax does not damage flooring or walls.
2. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he/she will:
- (a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.
- (b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.
Pay the Managing AGENTs and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and \$285 advertising.
- (c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay \$100 administration

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Residential Tenancy Agreement[©]

fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

3. The TENANT acknowledges that the appliances supplied in the premises are part of the property being leased and any repairs necessary due to the TENANT's MISUSE will be at the TENANT's expense, and the items will be left in working order at the expiration of the tenancy.
4. The TENANT agrees it is his obligation to inform the Managing AGENT in writing of any repairs required for any of the above items before any repairs are carried out.
5. The TENANT agrees that should the premises not be left in a clean and relettable condition upon vacating the cost of cleaning is to be deducted from his security deposit.
6. The TENANT agrees to pay all bank charges due to dishonoured rental cheques and agrees to pay any further rental by bank cheques or money orders no further personal cheques will be accepted.
7. The TENANT agrees that the premises will be the place of residence for 4 adults and 2 children only.
8. The TENANT agrees to park only in that space, carport or garage allotted to this tenancy and not to park or caused to be parked in any manner which will cause inconvenience to any other resident. Parking allotted is for registered vehicles only and no abandoned, disused, unroadworthy or unregistered vehicle will be allowed.
9. The TENANT has permission to keep 0 dogs and 0 cats. In the event of any infectious disease, vermin, fleas, insects or rodents affecting the property and not attributed directly to the surroundings or as a result of an order by the Health Department or relevant authority, the TENANT agrees to rectify and indemnify the LANDLORD/AGENT against any costs incurred. These animals must be kept OUTSIDE at all times and any said damage as a result of the dogs shall be rectified at the tenants costs.
10. The LANDLORD shall not be obliged to re-instate the premises in the event that the premises are totally destroyed or to such an extent as to be rendered unsafe for habitation.
11. The TENANT hereby agrees to pay all accounts levied for the usage of gas, electricity, telephone, oil or water consumption during the tenancy, irrespective of whether they are separately metered or combined and split between the residents of the building(s) (if applicable)
12. The TENANT agrees to have the carpets professionally steam cleaned at his/her expense at the expiration of the tenancy and to supply receipts as proof when returning keys. The TENANT hereby acknowledged that carpet cleaning costs will be claimed from the bond if a professional receipt is not provided.
13. The TENANT's hereby acknowledge that they received a copy of Rights and Responsibilities and a copy of the Condition Report applicable to the tenancy when signing the Residential Tenancy Agreement.
14. The TENANT agrees to abide by all rules and regulations as set down by the Body Corporate. (* attached hereto)
15. All rental payments must be made on time and in the current total amount. NO PART PAYMENTS WILL BE ACCEPTED. Dishonour fees will be payable by tenants if accounts contain insufficient funds.
16. The TENANT agrees that there shall be no smoking inside the premises.
17. The TENANT agrees not flush any sanitary items, including any type of Wet Wipes, down the toilets. Any costs incurred by the LANDLORD in relation to unblocking toilets caused by these items will be passed on to the TENANT.

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 A blue ink signature of "J. J." enclosed in a blue rectangular box with "DS" in the top left corner.

^{DS}

 A blue ink signature of "NT." enclosed in a blue rectangular box with "DS" in the top left corner.

^{DS}

 A blue ink signature of "K. J." enclosed in a blue rectangular box with "DS" in the top left corner.

^{DS}

 A blue ink signature enclosed in a blue rectangular box with "DS" in the top left corner.

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Residential Tenancy Agreement[©]



Signature of landlord (s) **Min Yang** DocuSigned by: *Min Yang*
E218DBC683A4C7

Signature of tenant(s) **Josephine Tipene** DocuSigned by: *Josephine Tipene*
04426D883C2C493

Ken Tipene DocuSigned by: *Ken Tipene*
A6056D5716114B2...

Natasha Tipene DocuSigned by: *Natasha Tipene*
CBD396D2F9 C401

Sean Tipene DocuSigned by: *Sean Tipene*
71062E3C5C914B4...

LANDLORD/AGENT TO COMPLETE:

***URGENT REPAIRS:**

(*This section MUST be completed if an agent is to manage the premises)

The agent ~~*can~~ ***cannot** authorise urgent repairs

(*delete the one that does NOT apply, check Authority)

***The maximum amount for repairs which the agent can authorise is: \$1,800.00**

(*only complete if the agent can authorise urgent repairs, check Authority) (insert \$)

The agent's telephone number for urgent repairs is: * **0420765539**

(insert number)



Notice of Rent Increase

From the landlord

to tenants/ of rented premises

Tenant Details

1. This notice is given to

Josphine Tipene
Ken Tipene
Natasha Tipene
Sean Tipene

8. Signature of agent

2. Regarding the rented premises at

308 Saltwater Promenade
POINT COOK 3030

9. Name of agent signing this notice

Ozan Altun
Advantage Property Group
305/566 St Kilda Road
MELBOURNE VIC 3004

3. Tenant/s address

308 Saltwater Promenade
POINT COOK VIC 3030

Rent increase amount and start date

10. I am giving you at least 60 days notice that I propose to increase the rent.

The current rent is \$375.

The new rent is \$380 per week and will commence on 11 April 2020.

Landlord Details

4. Landlord's name

Min Yang

5. Address for serving documents

305/566 St Kilda Road
MELBOURNE VIC 3004

11. If you consider this proposed rent is excessive, you can apply to the Director of Consumer Affairs Victoria within 30 days after this notice is given to investigate and report on the proposed rent, under section 45 of the Residential Tenancies Act 1997.

6. Contact telephone numbers are

03 9526 8103 (BH)
0420 765 539 (Mobile)

12. Under a tenancy agreement entered into before 19 June 2019, the landlord cannot increase your rent more than once every 6 months.

Service Details

7. This notice is given by

Email on 13 January 2020

Addresses: josie2t@msn.com
battman2968@gmail.com tasha.tipene@gmail.com
seantipene@gmail.com

Under a tenancy agreement entered into on or after 19 June 2019, the landlord cannot increase your rent more than once every 12 months.

13. If you want help with this notice, you can contact Consumer Affairs Victoria on 1300 55 8181.

Tenant please note

- Telephone Interpreter Service

The Translating and Interpreting Service (TIS) is available by calling 131 450 (for the cost of a local call). Ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 8181.

Notice Number 3404626

Rent increase investigation (no cost)

If you request an investigation, it must be in writing. You can apply for an investigation by ticking the box below, writing your daytime telephone number, and posting a copy of this form to: Director of Consumer Affairs Victoria, GPO Box 123, Melbourne 3001 or fax to 8684 6310. After your request has been received, a Residential Tenancies Inspector will contact you.

Yes, the tenant/s apply for a rent increase investigation

Tenant/s daytime
telephone number

Privacy - Consumer Affairs Victoria (CAV) is bound by laws that protect your privacy concerning the collection, use and disclosure of your personal information. If you request a rent increase investigation, CAV will use the address and telephone details you have given on this form to contact you about carrying out the investigation, as we are required to do under section 45 of the Residential Tenancies Act 1997. If you confirm that you wish the investigation to proceed, a copy of the written rent assessment report will be given to both you and your landlord.

Neocheck Building Surveyors

33 Wangara Road
Cheltenham VIC 3192
P.O Box 5390
Mordialloc VIC 3195

Tel: (03) 9585-1878
Email: neocheck@aapt.net.au

Building Act 1993
Building Regulations 2006
Regulation 1005
Form 6

Occupancy Permit

For Building Permit number: BS18919/20140040/0

Issued on: 26/02/2014

Issued to (owner)

Min Yang
Room 201, Unit 7, Block 2, QingXi Yuan, FengHuangHuaYuanCheng, FengHuangXiJie, GuLou District,
NanJing
CHINA VIC

Site

Lot Number: 1120
Suburb POINT COOK

Street Number: 308
Postcode 3030

Street: Saltwater Promenade

Municipality Wyndham City Council

Description of Building Work:

Class 1a Construction of a new dwelling
Class 10a Construction of a garage

Directions

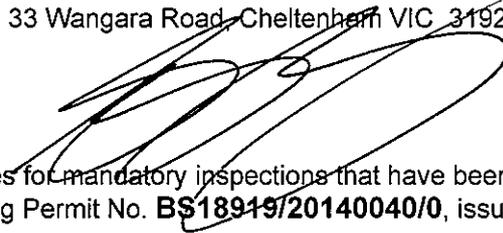
Any directions under Part 4 of the Building Act 1993 have been complied with.

Certificate number: 20140040 Certificate date: 03/09/2014

Issued By: Sokratis Kromidellis Registration No.: BS18919

Postal Address: 33 Wangara Road, Cheltenham VIC 3192

Signature:



Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. ~~BS18919/20140040/0~~, issued on 06/02/2014 are as follows;

Inspection	Approved Date
Inspection of bored piers	20/03/2014
Inspection of strip footings	25/03/2014
Inspection of pre-slab	25/03/2014
Inspection of slab steel	26/03/2014
Inspection of frame	17/04/2014
Final upon completion of all building work	02/09/2014

MIN YANG
L 5 260 LA TROBE ST
MELBOURNE 3000

Account Number
41BWIHGRP
Date Issued
25/11/2013

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At the property

LOT 1120,308 SALTWATER PROMENADE
POINT COOK VIC 3030

Carried out by the builder

LONG ISLAND PROPERTIES PTY LTD
ACN: 124 154 990

! Important note: If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

For the building owner

MIN YANG

Pursuant to a domestic building contract dated

03/10/2013

For the contract price of

\$235,000.00

Type of cover

Cover is only provided if LONG ISLAND PROPERTIES PTY LTD has died, becomes insolvent or has disappeared*

Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$200,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

**Domestic Building Insurance
Certificate of Insurance**

Policy Number 410038967BWI-299



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

IMPORTANT:

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE	MATCH	YOUR DOMESTIC BUILDING CONTRACT
<p>Owner: _____</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>	<p><i>Both name of builder and ACN or ABN match</i></p> 	<p>Owner: _____</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678</p> 
<p>Owner: _____</p> <p>Carried out by the builder: JOHN CITIZEN ABN: 12 345 678 910</p>	<p>NO MATCH</p> <p><i>Call QBE, name of builder does not match</i></p> 	<p>Owner: _____</p> <p>Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678</p> 
<p>Owner: _____</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>	<p>NO MATCH</p> <p><i>Call QBE, ABN or ACN does not match</i></p> 	<p>Owner: _____</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD ACN: 87 956 123</p> 



Domestic Building Insurance

Insurance Policy

This Policy is underwritten by Victorian Managed Insurance Authority
ABN 39 682 497 841

Level 30/35 Collins Street Melbourne Victoria 3000



000706-03-000010



About this booklet

Some key words and terms used in this booklet have a special meaning. These key words are in bold to draw to **your** attention that they have a special meaning. The special meaning is contained in the definition section of the Policy Terms and Conditions.

Where **we** refer to "**we**" or "**us**" in this booklet **we** are referring to the Victorian Managed Insurance Authority or QBE Australia acting in its capacity as agent for the Victorian Managed Insurance Authority.

Where **we** refer to "**you**" or "**your**" in this booklet **we** are referring to the homeowner on whose behalf **domestic building work** is done or is to be done by the **builder** or **speculative builder** and any successor in title to that homeowner (but **we** are not referring to the **builder** or **speculative builder** or a **developer** or a person who is excluded from the definition of "**you/your**" in the definition section of the Policy Terms and Conditions).

This booklet contains 2 separate parts:

General Information and the Policy Terms and Conditions.

General Information

This part of the booklet contains information **you** and the **builder** or **speculative builder** need to know. Please read it carefully.

Policy Terms and Conditions

The Policy part of this booklet contains the Policy Terms and Conditions, which together with the **certificate of insurance** detail all the terms, conditions and exclusions relating to this **policy**. It forms part of **your** legal contract with **us**.

If **we** issue a policy, **you** will be given a **certificate of insurance**. The **certificate of insurance** sets out the specific terms applicable to **your** cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the **certificate of insurance** **we** send to **you** form **your** legal contract with **us** so please keep them in a safe place for future reference.

If **you** or the **builder** or the **speculative builder** require further information about insurance for **domestic building work** (Domestic Building Insurance), please contact **us**.

About VMIA

The Victorian Managed Insurance Authority is a corporation created by the Victorian Managed Insurance Authority Act 1996 to provide certain types of insurance products. It is a designated insurer under the Building Act 1993 to provide Domestic Building Insurance. VMIA has authorised QBE Australia as its agent to issue Domestic Building Insurance on its behalf.

About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886.

QBE Australia is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

GENERAL INFORMATION FOR DOMESTIC BUILDING INSURANCE POLICY

The information contained in this part is general information only and does not form part of **your** contract with us. The Policy Terms and Conditions in the rest of this booklet together with the **certificate of insurance** contain details of **your** contract.

Duty of Disclosure – What you and the builder or speculative builder must tell us

Under the Insurance Contracts Act 1984 (the Act), **you** and the **builder** or **speculative builder** have a Duty of Disclosure. **You** and the **builder** or the **speculative builder** are required before you enter into, renew, vary, extend or reinstate this **policy**, to tell us everything **you** and the **builder** or the **speculative builder** know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to **our** decision whether to cover **you**, and anyone else to be covered under this **policy**, and if so, on what terms.

- **You** and the **builder** or **speculative builder** do not have to tell us about any matter
 - that diminishes the risk
 - that is of common knowledge
 - that **we** know or should know in the ordinary course of **our** business as an insurer, or
 - which **we** indicate **we** do not want to know.
- **If you do not tell us:**

If **you** do not comply with **your** Duty of Disclosure **we** may reduce or refuse to pay a **claim** or cancel this **policy**. If **your** non-disclosure is fraudulent **we** may treat this **policy** as never having worked.
- **If the builder or speculative builder does not tell us:**

If the **builder** or **speculative builder** does not comply with its Duty of Disclosure **we** will not either refuse to pay a **claim** under this **policy** or reduce any liability under this **policy** on that ground. However **we** may recover from the **builder** or **speculative builder** any amount **we** pay under this **policy** in those circumstances.

Privacy

Privacy legislation regulates the way organisations can collect, use, keep secure and disclose personal information. QBE Australia is bound by the Privacy Act 1988 (Cth.) and VMIA is bound by the Privacy Act 2000 (Vic.), when collecting and handling **your** and the **builder's** or **speculative builder's** personal information.

VMIA and QBE Australia have developed privacy policies which explain what sort of personal information **we** hold about **you** and the **builder** or **speculative builder** and what **we** do with it.

We will only collect personal information from or about **you** and the **builder** or **speculative builder** for the purpose of assessing the application for insurance and administering this **policy**, including any **claims you** make. **We** will only use and disclose **your** and the **builder's** or **speculative builder's** personal information for a purpose **you** or the **builder** or **speculative builder** would reasonably expect.

We may need to disclose personal information to **our** reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, **our**

advisers, the Building Commission or other authorities established to regulate the building industry and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of litigation. **We** may disclose personal information to people listed as co-insured on this **policy** and to family members or agents authorised by **you** or the **builder** or **speculative builder**. **We** may also disclose information to organisations which conduct customer service surveys on **our** behalf. **We** will request **your** consent to any other purpose.

By providing personal information to us, **you** and the **builder** or **speculative builder** consent to us making these disclosures. Without **your** and the **builder's** or **speculative builder's** personal information **we** may not be able to issue insurance cover to **you** or process **your** claim.

You and the **builder** or **speculative builder** also have the opportunity to find out what personal information **we** hold about **you** and the **builder** or **speculative builder** and, when necessary, correct any errors in this information. Generally **we** will do this without restriction or charge.

For further information about VMIA's Privacy Policy (which is available at the website www.vmia.vic.gov.au) or to access or correct **your** personal information, please contact The Privacy Officer, Victorian Managed Insurance Authority, Level 30, 35 Collins Street Melbourne VIC 3000, Telephone: 03 9270 6912, Facsimile: 03 9270 6949, Email: privacy@vmia.vic.gov.au

For further information about QBE Australia's Privacy Policy or to access or correct **your** or the **builder's** or **speculative builder's** personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

Dispute resolution

We will do everything possible to provide a quality service to the **builder** or **speculative builder** and **you**. However, **we** recognise that occasionally there may be some aspect of **our** service or a decision **we** have made that the **builder** or **speculative builder** or **you** wish to query or draw to **our** attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to the **builder's** or the **speculative builder's** or **your** complaint within 15 working days.

If the **builder** or **speculative builder** or **you** would like to make a complaint or access **our** internal dispute resolution service please contact the nearest QBE Australia office or VMIA and ask to speak to a dispute resolution specialist.



POLICY TERMS AND CONDITIONS FOR DOMESTIC BUILDING INSURANCE POLICY

Insurer

1. This **policy** is underwritten by the Victorian Managed Insurance Authority, ABN 39 682 497 841 of Level 30, 35 Collins Street, Melbourne.

Insurer's agent

2. VMIA has authorised QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney to issue this **policy** on its behalf as its agent.

Our agreement with you

3. This **policy** is a legal contract between **you** and **us**. The **builder** or **speculative builder** pays **us** the premium on **your** behalf, and **we** provide **you** with the cover as set out in the **policy**, during the period of insurance described in these Policy Terms and Conditions.
4. The limitations set out in clauses 37 to 40 in the section headed 'How much will **we** pay? - Limitations' apply to all **claims** except where otherwise stated. The amount of any limitation that applies to this **policy** is set out in the Policy Terms and Conditions.
5. The excesses set out in clauses 41 to 47 in the section headed 'How much will **we** pay? - Excess' apply to all **claims** except where otherwise stated. The amount of any deductible that applies to this **policy** is set out in the Policy Terms and Conditions.
6. The exclusions set out in clause 48 in the section headed 'What **we** don't pay' apply to all **claims** except where otherwise stated.
7. The conditions set out in clauses 60 to 71 in the section headed 'General Conditions' apply to all **claims** except where otherwise stated.

This Policy

8. This **policy** consists of the Policy Terms and Conditions in this booklet and the **certificate of insurance** **we** give **you** and also give to the **builder** or **speculative builder**.
9. Please read this **policy** carefully, and satisfy yourself that it provides the cover **you** require.
10. This **policy** will not be renewed and is of a kind that is not usual to renew.
11. If **you** want more information about any part of this **policy**, please ask **us**.
12. The address and telephone number of **your** QBE Australia branch and VMIA are on the **certificate of insurance**.
13. **You** should keep the Policy Booklet and **certificate of insurance** together in a safe and convenient place for future reference.

Paying the premium

14. The **builder** or **speculative builder** must pay the premium by the due date.

How Goods and Services Tax affects any payments we make

15. When **we** pay a **claim**, **your** GST status will determine the amount **we** pay.
16. When **you** are:
 - (a) not registered for GST, the amount **we** pay is the sum insured/limit of liability or the other limits of insurance cover including GST;
 - (b) or would be, entitled to claim an input tax credit in respect of any GST component of an amount otherwise covered by this **policy**, then the indemnity **we** give to **you** will exclude the GST component of that amount. In these circumstances, the input tax credit may be claimable through **your** Business Activity Statement (BAS).
17. **You** must advise **us** of **your** correct Australian Business Number.
18. Any GST liability arising from **your** incorrect advice is payable by **you**.
19. Where the settlement of **your claim** is less than the sum insured/limit of liability or the other limits of insurance cover, **we** will only pay an amount for GST (less **your** entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover **your** loss, **we** will only pay the GST relating to **our** settlement of the **claim**.
20. **We** will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by any business of **yours** which is relevant to **your claim**.
21. GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to **those** expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Words with special meanings – definitions which apply to all sections of this policy

22. Some key words and terms used in this **policy** have a special meaning. These key words are in bold to draw to **your** attention that those words have a special meaning.
23. If words and terms are only used in just one section of the **policy**, we will describe their special meaning in that section.
24. Wherever the following words or terms are used in this **policy** and they are in bold, they mean what is set out below:

Word or Term	Meaning
Act	the Building Act 1993 and regulations. The regulations when referred to separately are referred to as the regulations .
builder	the person, partnership or company named in the certificate of insurance as the builder.
building	the home(s) located or to be located at the building site described in the certificate of insurance .
building contract	the contract described in the certificate of insurance between you or a developer and the builder or between you and the speculative builder pursuant to which the work is carried out or is to be carried out in connection with the building .
building site	the place where the work is carried out or is to be carried out .
carry out or carried out	includes manage or arrange the carrying out.
certificate of insurance	the certificate we produce that includes important information and details about this policy and forms part of this policy . The certificate of insurance will be evidence of the issue of this policy .
claim	a claim for indemnity under the policy by you or on behalf of you made on a VMIA claim form sent to the VMIA or its agent.
commencement date	The earlier of: (a) the date that the building contract is entered into; or (b) the date of issue of the building permit for the work .
common property	the common property of the building on land in a plan of subdivision containing common property.

Word or Term	Meaning
completion (of the work)	(a) the date of issue of the occupancy permit in respect of the building (whether or not that permit is subsequently cancelled or varied). (b) if an occupancy permit is not issued, the date of issue under part 4 of the Act of a certificate of final inspection of the work . (c) in any other case, the date of practical completion of the work .
construction	(a) build, rebuild, erect or re-erect the building ; (b) make alterations to the building ; (c) enlarge or extend the building ; or (d) cause any other person to do, or manage or arrange the doing of, any of the above in relation to the building .
defective	includes, in respect of any of the work : (a) in breach of a statutory warranty given by the builder or speculative builder under the building contract ; or (b) where there has been a failure to maintain any standard or quality of work specified in the building contract .
developer	any building owner or other person for whom 3 or more homes are or will be built on any one building site or on more than one building site under one domestic building contract . In calculating the number of homes that are being or will be built for the purpose of determining whether a building owner or other person is a developer , a home which is or is to be the principal place of residence of that building owner or person is to be disregarded.
disappearance	cannot be found, after due search and enquiry.
Domestic Building Act or Domestic Building Regulations	respectively, the Domestic Building Contracts Act 1995 and the regulations made under that legislation.
domestic building contract	a contract for the provision of domestic building work .



Word or Term	Meaning
domestic building work	<p>the following work:</p> <p>(a) the erection or construction of a home, including:</p> <p>(i) any associated work including but not limited to, landscaping, paving and the erection or construction of any building or fixture associated with the home (such as retaining structures, driveways, fencing, garages, workshops, swimming pools or spas); and</p> <p>(ii) the provision of lighting, heating, ventilation, air conditioning, water supply, sewage or drainage to the home or the property on which the home is, or is to be;</p> <p>(b) the renovation, alteration, extension, improvement or repair of a home;</p> <p>(c) any work such as landscaping, paving or the erection or construction of retaining structures, driveways, fencing, garages, workshops, swimming pools or spas that is to be carried out in conjunction with the renovation, alteration, extension, improvement or repair of a home;</p> <p>(d) the demolition or removal of a home;</p> <p>(e) any work associated with the construction or erection of a building:</p> <p>(i) on land zoned for residential purposes under a planning scheme under the Planning and Environment Act 1987 (Vic); and</p> <p>(ii) in respect of which a building permit is required under the Act;</p> <p>(f) any site work (including work required to gain access, or to remove impediments to access, to a building site) related to work referred to above;</p> <p>(g) the preparation of plans or specifications for the carrying out of work referred to above; or</p> <p>(h) any work that the Domestic Building Regulations state is building work for the purposes of the Domestic Building Act.</p> <p>Domestic building work does not include:</p> <p>(i) any work that the Domestic Building Regulations state is not building work to which the Domestic Building Act applies;</p> <p>(j) any work in relation to a farm building or proposed farm building (other than a home);</p> <p>(k) any work in relation to a building intended to be used only for business purposes;</p> <p>(l) any work in relation to a building intended to be used only to accommodate animals;</p>

Word or Term	Meaning
domestic building work (continued)	<p>(m) design work carried out by an architect or a building practitioner registered under the Act as an engineer or a draftsman;</p> <p>(n) any work involved in obtaining foundations data in relation to a building site; or</p> <p>(o) the transporting of a building from one building site to another.</p>
home	<p>any residential premises or part of any other premises that is used as residential premises.</p> <p>Home does not include:</p> <p>(a) a caravan or rooming house within the meaning of the Residential Tenancies Act 1997 (Vic.);</p> <p>(b) any residence that is not intended for permanent habitation;</p> <p>(c) a motel, residential club, residential hotel or residential part of licensed premises under the Liquor Control Reform Act 1998 (Vic.);</p> <p>(d) a nursing home, hospital or accommodation associated with a hospital;</p> <p>(e) any residence that the Domestic Building Regulations state is not a home for the purposes of the definition of home in the Domestic Building Act.</p>
insolvency	<p>(a) in relation to an individual, that the individual is insolvent under administration (within the meaning of the Corporations Act 2001).</p> <p>(b) in relation to a body corporate, that the body corporate is an externally-administered body corporate (within the meaning of the Corporations Act 2001).</p>
non-structural defect	a defect in the building other than a structural defect .
Order	Domestic Building Insurance Ministerial Order under the Act no. S98 issued on Friday 23 May 2003.
policy	these policy terms and conditions, any endorsements and the certificate of insurance .
speculative builder	<p>a person, partnership or corporation who:</p> <p>(a) owns land and carries out domestic building work on it;</p> <p>(b) is a registered building practitioner under the Act or has a partner or director who is a registered building practitioner under the Act; and</p> <p>(c) is named on the certificate of insurance as a speculative builder.</p>



Word or Term	Meaning
statutory warranty	<p>each of the following warranties implied by section 8 of the Domestic Building Act:</p> <p>(a) that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the building contract.</p> <p>(b) that all materials supplied will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the building contract, those materials will be new.</p> <p>(c) that the work will be done in accordance with, and will comply with, the Act and any other law.</p> <p>(d) that the work will be done with reasonable care and skill and within the time stipulated in the building contract.</p> <p>(e) that, if the work consists of the erection or construction of a home, or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the home will be suitable for occupation at the time the work is completed.</p> <p>(f) if the building contract states the particular purpose for which the work is required, or the result which the building owner wishes that work to achieve, so as to show that the building owner relied on the builder's skill and judgment, that the work and materials used in carrying out the work will be reasonably fit for that purpose or will be of such a nature and quality that might reasonably be expected to achieve that result.</p>
structural defect	<p>any defect in a structural element of the building that is attributable to defective design, defective or faulty workmanship or defective materials (or a combination of these) and that:</p> <p>(a) results in, or is likely to result in, the building or any part of the building being required by or under any law to be closed or prohibited from being used;</p> <p>(b) prevents, or is likely to prevent, the continued practical use of the building or any part of the building;</p> <p>(c) results in, or is likely to result in:</p> <p>(i) the destruction of the building or any part of the building; or</p> <p>(ii) physical damage to the building or any part of the building; or</p> <p>(d) results in, or is likely to result in a threat of imminent collapse that may reasonably be considered to cause destruction of the building or physical damage to the building or any part of the building.</p>

Word or Term	Meaning
structural element	<p>in relation to the building means:</p> <p>(a) any internal or external load-bearing component of the building that is essential to the stability of the building or any part of it, including (but not limited to) foundations, floors, walls, roofs, columns and beams; or</p> <p>(b) any component (including weatherproofing) that forms part of the external walls or roof of the building.</p>
terrorism	<p>any act, or the preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any such government, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a sector of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <p>(a) involves violence against one or more persons;</p> <p>(b) involves damage to property;</p> <p>(c) endangers life other than that of the person committing the action;</p> <p>(d) creates a risk to health or safety of the public or a section of the public; or</p> <p>(e) is designed to interfere with or disrupt an electronic system.</p>
Trade Practices Act Provision	Sections 52, 53, 55A or 74 of the Trade Practices Act 1974 (Cth) or Section 9, 11 or 12 of the Fair Trading Act 1999.
Tribunal	the Victorian Civil and Administrative Tribunal established by the Victorian Civil and Administrative Tribunal Act 1998.
we/our/us	VMIa and where the context permits also QBE Insurance (Australia) Limited ABN 78 003 191 035 only where QBE Australia is acting in its capacity as agent for the VMIa and not in any other capacity.
work	<p>the domestic building work which is described in the certificate of insurance and is done or is to be done by:</p> <p>(a) the builder or any person contracted by the builder to the building under the building contract; or</p> <p>(b) the speculative builder or any person contracted by the speculative builder to the building under the building contract; or</p> <p>(c) the speculative builder or any person contracted by the speculative builder to the building.</p>

Word or Term	Meaning
you/your	<p>the person on whose behalf the work is done or is to be done and who is named on the certificate of insurance as the owner and any successor in title to that person.</p> <p>You/your does not include:</p> <p>(a) any developer, but only for claims for non-completion of the work (but you/your does include developer for other claims including claims for supplementary cover related to the non-completion of the work);</p> <p>(b) the speculative builder;</p> <p>(c) the builder;</p> <p>(d) a person who does domestic building work other than under a domestic building contract; or</p> <p>(e) any related bodies corporate of those above, within the meaning of section 50 of the Corporations Act 2001.</p>

25. A reference to any legislation is a reference to the legislation as amended from time to time.

Domestic Building Insurance

26. Domestic Building Insurance protects **you**. This **policy** covers loss or damage resulting from the non-completion of the **work** or breach of **statutory warranty** because of:

- death; or
- **disappearance**; or
- **insolvency**

of the **builder** or **speculative builder**.

27. This **policy** also covers loss or damage resulting from conduct in breach of certain **Trade Practices Act Provisions**.

28. The **builder** or **speculative builder** takes out this **policy**, but the beneficiary is **you**.

29. The **builder** or **speculative builder** is provided with a copy of the **certificate of insurance** and a copy of the Policy Terms and Conditions.

30. The **builder** or **speculative builder** must provide a copy of the **certificate of insurance** and the Policy Terms and Conditions to **you**.

Who is covered by this policy?

31. **You** are the person covered under this **policy**. **We** do not cover anyone except **you**.

What is covered by this policy?

Primary cover

32. **We** will indemnify **you** for the following sustained by **you**:

- (a) loss or damage resulting from non-completion of the **work** because of the **insolvency**, death or **disappearance** of the **builder** or **speculative builder**; or

(b) the following loss or damage but only if **you** cannot recover compensation from the **builder** or **speculative builder**, or have the **builder** or **speculative builder** rectify the loss or damage, because of the **insolvency**, death or **disappearance** of the **builder** or **speculative builder**:

- (i) loss or damage arising from **work** that is **defective**; or
- (ii) loss or damage resulting from conduct of the **builder** or **speculative builder** in respect of the **work** that contravenes a **Trade Practices Act Provision** (but only for the cost of rectifying the **work**).

Supplementary cover

33. **We** will also indemnify **you** for the following:

- (a) the cost to **you** of alternative accommodation, removal and storage costs reasonably and necessarily incurred subsequent to and as a result of an event referred to in clause 32 in the section headed 'What is covered by this **policy**? - Primary cover'. **We** will not pay for accommodation or storage costs for any period of accommodation or storage that exceeds 60 days, excluding any period or periods of delay attributable to **us**; and
- (b) **your** loss of a deposit or progress payment (or part of it) under the **building contract** due to an event referred to in clause 32 in the section headed 'What is covered by this **policy**? - Primary cover'.

How long are you covered for?

Non-structural defects

34. This **policy** covers loss or damage arising from a **non-structural defect** occurring during the period commencing on the **commencement date** and ending 2 years after the **completion** of the **work** or the date of termination of the **building contract**, whichever is the earlier.

Other causes

35. This **policy** covers loss, damage or expense, from a **cause** other than a **non-structural defect**, occurring during the period commencing on the **commencement date** and ending 6 years after the **completion** of the **work** or the date of termination of the **building contract**, whichever is the earlier.

How much will we pay?

General

36. We may indemnify you under this policy by, at our option, either making good the loss or damage or paying the amount of that loss or damage covered by the policy.

Limitations

37. Subject to clause 38, we will not pay more than \$200,000 in total in the aggregate for all claims under this policy for each home. This amount includes the reasonable legal costs and expenses that you incur associated with a successful claim against us.
38. If a claim is paid for loss or damage in relation to common property, the amount of cover available in respect of each home in the relevant plan of subdivision shall be reduced by dividing the amount paid by us for that claim by the number of homes in the plan of subdivision.
39. Our liability under clause 32(a) is limited to 20% of the building contract price (accounting for any adjustment of the building contract price as a result of an agreed variation to the work). This limitation does not apply to amounts payable under clause 33 in the section headed 'What is covered by this policy? – Supplementary cover'.
40. The limitations in clauses 37 and 38 include amounts payable under clause 33 in the section headed 'What is covered by this policy? – Supplementary cover'.

Excess

41. 'Excess' means the first amount you must contribute to any claim you make under this policy.
42. We deduct the excess shown below from the amount of your claim.
43. Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit.
44. We will not pay the following amounts for each claim for defective work under this policy:
- (a) any amount for claims under \$500 made between 3 and 12 months after completion of the work;
 - (b) the first \$500 for claims made between 1 and 3 years after completion of the work;
 - (c) the first \$750 for claims made between 3 and 5 years after completion of the work; and
 - (d) the first \$1000 for claims made later than 5 years after completion of the work.
45. The amounts set out in 'Excess' will be applied only once in relation to:
- (a) any claim comprising more than one defect; or
 - (b) two or more claims that relate to the same defect.
46. For the purposes of the Excess clause:
- (a) a claim of \$500 or more may relate to more than one defect, if the loss or damage for any one or more of those defects is less than \$500.

- (b) the date a claim is made is the date that you notify us of circumstances that may give rise to a claim or the date the claim is made, whichever is the earlier.

47. To avoid doubt, no amount is payable by you or applied to you under the Excess clause for loss or damage arising:

- (a) between the commencement date and the date that is 3 months after the completion date; or
- (b) from non-completion of the work.

What we don't pay

48. We will not pay under this policy:
- (a) for claims in the nature of damages (liquidated or otherwise), fines or penalties for delay. However, this limitation does not extend to any increase in rectification costs caused by the passing of time and amounts payable under clause 33 in the section headed 'What is covered by this policy? – Supplementary cover'.
 - (b) for any amount that exceeds the amounts that should have been paid to the builder or speculative builder in accordance with section 11, section 40(2), 40(3) or 40(4) of the Domestic Building Act. However, this limitation does not apply to amounts payable under clause 33 in the section headed 'What is covered by this policy? – Supplementary cover'.
 - (c) for any claim that relates to the failure to complete the work if the death, disappearance or insolvency of the builder or speculative builder occurs before the builder or speculative builder commences any work on the building site (other than the removal of vegetation) that requires the use of tools or building materials. This exclusion does not apply to amounts payable under clause 33 in the section headed 'What is covered by this policy? – Supplementary cover' and the following costs and expenses:
 - (i) any money paid to the builder or speculative builder; and
 - (ii) all other reasonable costs and expenses incurred by you in relation to the building contract.
 - (d) for loss or damage relating to landscaping, paving, retaining structures, driveways or fencing, other than (and to the extent that) the work:
 - (i) is integral to the construction of the building;
 - (ii) requires the issue of a building permit under the Act;
 - (iii) could result in water penetration of or within the building;
 - (iv) could adversely affect health or safety;

- (v) **adversely affects the structural adequacy of the building;** or
 - (vi) is not completed.
- (e) for loss or damage that could reasonably be expected to result from fair wear and tear of the **work**, or from **your** failure to maintain the **work**.
- (f) for damage due to or made worse by the failure by **you** to take reasonable and timely action to minimise the damage.
- (g) in relation to visible defects in the **work** of which **you** should reasonably have been aware when acquiring the **building**, including any defect or incomplete work that is referred to in a report prepared in accordance with section 137B of the **Act**.
- (h) for consequential loss of any kind, including (without limitation) loss of rent or other income, loss of value, loss of opportunity, inconvenience or distress, unless expressly insured under this **policy**.
- (i) for loss and damage incurred as a result of risks normally insured under a policy for public liability or contract works.
- (j) for any **claims** connected with or relating to:
- (i) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority.
 - (ii) fraud or dishonest conduct by **you** of any kind.
 - (iii) any **terrorism**.
 - (iv) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion.
 - (v) the **existence** or use of asbestos products and/or products containing asbestos in the **building** or on or in the land on which the **building** is built.
 - (vi) mechanical or electrical breakdown, not attributable to the workmanship of, or the installation by the **builder** or **speculative builder**.
 - (vii) **your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers.
 - (viii) the action of vermin, termites, moths or other insects.
- (k) for any **claims** that were allowed to be excluded by the **Act** or the **Order** as at the date the **certificate of insurance** was issued.

Failures by the builder

49. **We** will not either refuse to pay a **claim** under this **policy** or reduce any liability under this **policy** on the ground that the **builder** or **speculative builder**:
- (a) failed to comply with the duty of good faith;
 - (b) failed to comply with the duty of disclosure;
 - (c) made representations to **us**;
 - (d) failed to comply with a provision or requirement of the **policy**;
 - (e) by act or omission prejudiced **our** interests; or
 - (f) failed to pay the **policy** premium.
50. **We** may, however, recover from the **builder** or **speculative builder** any amount **we** pay under this **policy** in those circumstances.

How long do you have to claim?

51. **We** will refuse any **claim** by **you** unless **you** notify us in writing of the death, **disappearance** or **insolvency** of the **builder** or **speculative builder** within 180 days of **you** becoming aware of that event or happening or when **you** might reasonably be expected to have become aware of that event or happening (whichever is the earlier).
52. If **you** notify us in writing of the death, **disappearance** or **insolvency** of the **builder** or **speculative builder** within 180 days of **you** becoming aware of that event or happening or when **you** might reasonably be expected to have become aware of that event or happening (whichever is the earlier) **we** will not rely on section 54 of the Insurance Contracts Act 1984 (Cth.) to reduce **our** liability under this **policy** or reduce any amount otherwise payable in respect of a **claim** made by reason only of any delay in a **claim** being notified by **you** to **us**.
53. If **you** notify **us** of a **structural defect** or other defect, **you** are taken to have given notice of every defect to which the defect is directly or indirectly related, whether or not the **claim** in respect of the defect that was actually notified has been settled.

Making a claim

54. **You** must make a **claim** by completing the VMIA claim form. The claim form is available on **our** websites www.vmia.vic.gov.au and www.qbe.com or contact VMIA on 1300 363 424.
55. In answering any questions **you** must be honest and tell **us** everything **you** know. **We** will use this information to decide whether to pay a **claim**.
56. If **we** have not determined a written **claim** within 90 days of receipt of the **claim** (or within any extension of time granted to **us** by **you** or the **Tribunal**) **we** are deemed to have accepted liability for the **claim**.
57. **You** must:
- (a) comply with **our** reasonable directions in relation to completion or rectification of the **work**. This includes giving **us**, our nominated

- builder and the **builder**, reasonable access to inspect, rectify or complete the **work** (unless **you** have reasonable grounds to refuse access, including loss of confidence in **our** builder or the **builder** or **speculative builder**);
- (b) not undertake any rectification work without notifying **us**, unless that work is reasonably necessary to prevent or minimise further loss or damage;
- (c) not make any admissions, offer, promise, payment or incur any cost or expense in connection with any **claim**, without **our** written consent;
- (d) give **us** any assistance, information or documents which **we** request.
58. **We** will acknowledge receipt of **your** claim notification within 5 business days. At this time **we** will confirm that **we** have all the required information or **we** will tell **you** of any other information needed to enable **us** to assess **your** claim.
59. **We** will notify **you** within 30 business days of receiving all the information necessary to assess **your** claim, if **we** accept that the **builder** is dead, has **disappeared** or is **insolvent**.

General Conditions

Our rights and obligations

60. **We** may, at **our** discretion, fulfil **our** obligations under this **policy** by either engaging or paying a builder to repair or rectify loss or damage or paying **you** the cost to **you** of doing so.
61. Subject to the clauses 62 and 63 below, **you** must comply with **your** obligations under this **policy**, otherwise **we** may not have to pay **your** claim(s).
62. Section 54 of the Insurance Contracts Act 1984 (Cth.) (insurer may not refuse to pay claims in certain circumstances) applies to this **policy**.
63. **We** will not reduce **our** liability to **you** under this **policy** because **you** have failed to comply with any of the requirements in clause 57 (a) to (d), unless, and only to the extent that, **your** failure increased **our** liability under this **policy**.
64. If **we** have notice of proceedings before the **Tribunal** about the **work**, we will accept as determinative of the issues any finding made by the **Tribunal**:
- (a) as to whether any of the following events has occurred:
- (i) the non-completion of the **work**;
- (ii) an event referred to in clause 32 in the section headed 'What is covered by this **policy**? - Primary Cover';
- (iii) an event referred to in clause 33 in the section headed 'What is covered by this **policy**? - Supplementary cover'; and
- (b) if so, as to the amount of the loss or damage suffered by **you** as a result of the events mentioned in clause 64(a).

65. **We** will notify the Building Practitioners Board (at the times and in the manner agreed with the Board) in the event that:
- (a) the **builder** or **speculative builder** is refused insurance by **us** or ceases to be eligible to renew or procure insurance from **us** or, in respect of **domestic building work** performed prior to the commencement of the **Order**, fails to purchase or maintain the required insurance (if **we** are aware of that failure); and
- (b) any **claim** under this **policy** is settled by agreement or otherwise.
66. **We** will provide a **certificate of insurance** in the form required by the **Order** in respect of the **building** to the **builder** or **speculative builder** immediately on the issue of the **policy** or, at any time after that date, at the request of **you** or the **builder** or the **speculative builder**.

Loss prevention

67. **You** must take all reasonable steps to prevent and/or minimise any act, error or omission or event which might cause or contribute to a **claim** under this **policy**. This includes taking reasonable steps to prevent access to any person for the purpose of removing goods and materials in lieu of payment.

Recovery from others

68. If **we** pay a **claim**, **we** are entitled to be subrogated to **your** rights to recover against any other party (including the **builder** or **speculative builder**, or a contractor or supplier or a liquidator or administrator or the estate of the **builder** or **speculative builder**) to the extent of the amount paid by **us**.
69. **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect of any loss or damage covered by this **policy**. If **you** do, **our** liability to **you** is reduced to the extent that **we** can no longer recover from that other party as a result of **your** actions.
70. **You** must provide us with reasonable assistance to recover damages or contribution from any other person.

Application of laws

71. This **policy** is subject to the law of Victoria.

Conflict with the Order

72. This **policy** is intended to comply with the requirements set out under the **Order**. However, if this **policy** conflicts with, or is inconsistent with the **Order**, this **policy** must be read and enforceable as if it complies with the **Order**.