SPECIAL CONDITIONS

The following conditions are part of the contract to which this Vendors Statement is annexed and subsequently entered into between the Vendor and any Purchaser. The conditions shall take effect as Special Conditions notwithstanding any conflicting General Conditions set out in or incorporated by reference to the Contract

1. PROPERTY SOLD SUBJECT TO TENANCY

- a) The property is sold subject to the tenancy agreement ("the agreement") a copy of or an extract from which is annexed hereto. The Purchaser acknowledges that before signing this contract he has inspected the agreement and satisfied himself/herself regarding all matters contained in or arising from the agreement and the Purchaser will assume without enquiry or objection that all covenants in the agreement have been observed and performed and that any breach has been waived. The Purchaser will make no objection, requisition or claim for compensation or claim any right to rescind, terminate or delay settlement in regard to anything referred to or arising from the agreement. The Purchaser acknowledges that the Vendor may deliver to the Purchaser on settlement a photocopy only of the agreement.
- b) The Purchaser will after settlement observe and comply with the obligations on the Vendor's part contained in the agreement and agrees to indemnify the Vendor against any claim arising from the Purchaser's failure to observe the covenant hereinbefore contained and on the Purchaser's part to be performed.
- c) The Vendor and Purchaser agree that the Vendor is entitled to receive from the tenants any rent or outgoings payable by the tenants up to and including the settlement day.
- d) The Purchaser agrees to pay to the Vendor any amounts received by the Purchasers for such rent and outgoings for the period up to and including the settlement day.
- e) The Purchaser further agrees with the Vendor that if a tenant fails to pay any such rent or outgoings the Purchaser will at the request and cost of the Vendor issue and pursue legal proceeding against such tenant for the recovery of rent and/or outgoings. This condition shall not merge on settlement.

2. IF THE PURCHASER IS A COMPANY:

The Guarantee referred to in General Condition 3 shall be in the form set out hereunder.

FORM OF GUARANTEE

.....

(hereinafter called "the Guarantors") in consideration of the within named Vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

<u>DATED</u> this	day of		2020.
SIGNED SEALED AND DELIVERED by)	
)	
in the presence of:)	
SIGNED SEALED AND DELIVERED by)	
)	
in the presence of:)	

VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

VENDOR

CHRISTOPHER TERRENCE GREEN

PROPERTY

Unit 2, 76 Riverside Avenue, Mildura

(Lot 2 on Registered Plan of Strata Subdivision 018398 and being the land more particularly

described in Certificate of Title Volume 09492 Folio 921)

1. FINANCIAL MATTERS

- 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them):
 - (a) Their amounts are as follows:

Authority	Amount	Interest (if any)
Mildura Rural City Council- per annum 2020/21	\$1,490.47	
Lower Murray Water- per qtr 2020/21	\$175.05	

- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- 1.2 **Particulars of any Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge.

Nil.

1.3 Terms Contract

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

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 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.

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.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is not in a bushfire prone area under section 192A of the Building Act 1993.

3.4 Planning Scheme

The required specified information is 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 are as follows:

Nil.

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:

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

6. OWNERS CORPORATION

Attached is a current owners corporation certificate issued in respect of the land under section 151 of the *Owners Corporations Act 2006* together with a copy of the documents specified in section 151(4)(b)(i) and (iii) of that Act.

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*.

7.1 Work-in-Kind Agreement

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 GAIC Recording

The land is not affected by the GAIC.

8. SERVICES

The following services are **not** connected to the land:

- (a) gas supply
- (b) telephone services

9. TITLE

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. 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 the 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.

The vendor makes this statement in 1962.	respect of the land in accordance with section 32 of the Sale of Land Act
Date of this Statement:	
Signature of the vendor:	Christopher Terrence Green
The purchaser acknowledges being g documents before the purchaser sign	given a duplicate of this statement signed by the vendor with the attached ned any contract.
Date of this Acknowledgment:	/
Signature of the purchaser:	

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

VOLUME 09492 FOLIO 921

Security no: 124086786291D Produced 25/11/2020 04:50 PM

LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 018398. PARENT TITLE Volume 09438 Folio 756 Created by instrument K175275 03/12/1982

REGISTERED PROPRIETOR

Estate Fee Simple Sole Proprietor

CHRISTOPHER TERRENCE GREEN of 5 YEATS DRIVE DELAHEY VIC 3037 AJ714913W 08/06/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN849772Y 19/05/2017
WESTPAC BANKING CORPORATION

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP018398 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: UNIT 2 76 RIVERSIDE AVENUE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 19525E WESTPAC BANKING CORPORATION

Effective from 19/05/2017

OWNERS CORPORATIONS

The land in this folio is affected by OWNERS CORPORATION PLAN NO. RP018398

DOCUMENT END

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18398P

1, 1

PLAN OF STRATA SUBDIVISION

THE PARCEL — The whole of the land described in Certificate of Title
Volume 9436 Folio 756 being part of
Crown PORTION 1 Parish of
MILDURA County of KARKAROOC
POSTAL ADDRESS OF BUILDINGS — RIVERSIDE AVE, MILDURA

art of REGISTERED



FOR CURRENT ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

TIME 8.554.M. DATE 3/12/1982

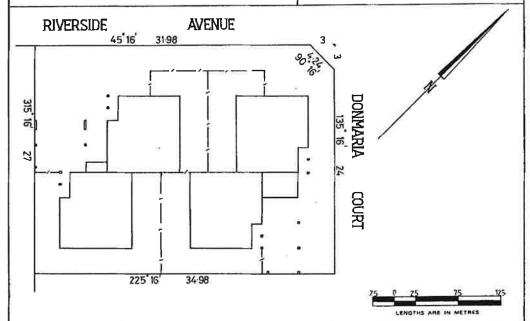


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYOR'S CERTIFICATE

I, MARK TOMKINSON OF 140 MADDEN AVE, MILDURA a surveyor licensed under the Lend Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (i). Strata Title Act

Sealed by the Council of the City of Mildura pursuant to Sub-Section (I) Section 6 of the Strata Titles Act 1967 this 10th day of November 1982

Which Baz

Mayor Councillor Town Clerk

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS SEE OWNERS CORPORATION SEARCH REPORT

h. Jon for Licensed Surveyor

MARK TOMKINSON 140 MADDEN AVE, MILDURA. PH. 236239

REFM346

as a distribution

SHEET 1 OF 2 SHEETS

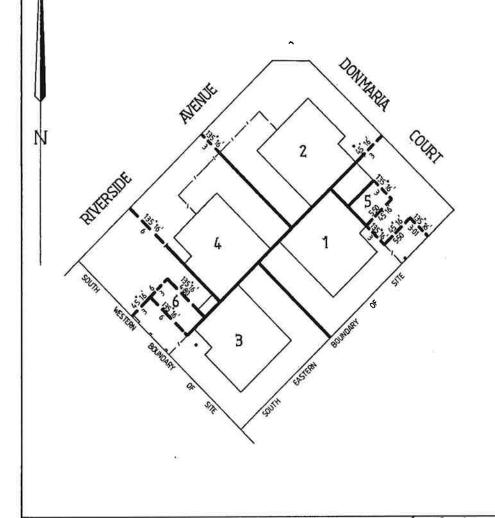
R.P.

18398

THE BUILDINGS IN THE PARCEL PARTS OF WHICH ARE CONTAINED IN UNITS 1 TO 6 BOTH INCLUSIVE ARE SINGLE STOREY BUILDINGS. THE LOWER BOUNDARY OF EACH OF THESE UNITS IS ONE METRE BELOW THAT PART OF THE SITE WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT SHOWN ON THE DIAGRAM HEREUNDER.

THE UPPER BOUNDARY OF EACH OF THESE UNITS IS 8 METRES ABOVE THAT PART OF THE SITE.

UNITS 5 & 6 ON THIS PLAN ARE ACCESSARY UNITS. THE COMMON PROPERTY IS ALL THE LAND CONTAINED IN THE PARCEL EXCEPT THE LAND CONTAINED IN UNITS 1 TO 6 BOTH INCLUSIVE.



LENGTHS ARE IN METRES

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MARK TOMKINSON 140 MADDEN AVE MILDURA. REF. M346

SHEET 2 OF 2 SHEETS.

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TDANICEED OF LAND	Privacy Collection St.	AJ714913W
TRANSFER OF LAND Section 45 Transfer of Land Act 1958	The information from the	his form is collected by the
Lodged by: DETIA:	used for the purpose of	
Name: Phone:	searchable registers and	indexes.
Address: 1157997		<u>8</u>
Ref.: O13A		w ×
The transferor at the direction of the directing party (if any) is specified in the land described for the consideration expresse land including any created by dealings lodged for registration	d and subject to the en	cumbrances affecting the
Land: (volume and folio)	70	
Certificate of Title Volume 9492 Folio 921.	7.	,
Estate and Interest: (e.g. "all my estate in fee simple")	ž.	
All our estate in fee simple.		
Consideration:		
The Order of the Family Court at Melbourne made the	23rd April, 2012 in	proceedings No.
Transferor: (full name)		ā
DONNA MAREE GREEN		
Transferee: (full name and address including postcode) VITERENCE GREEN of 5 Yeats Drive, I CHRISTOPHER TERENCE GREEN	Delahey, 3037	
Directing Party: (full name)	r <u>u</u>	
Dated: 69 05 20 2 -		
Execution and attestation:		
SIGNED by the said Dana Maree Green		•
in the presence of:	I wer	√·)
him the tables	\cup	
Witness: SIGNED by the saidCovaropher Tolerice (recon)	01	¥
in the presence of (Bh	<i>K</i>
Witness: Approval No. 197111L ORDER TO REGIST	ER	DUTY USE ONLY
Please register and issue the Certifica		
T1	Original Exempt Sa	Land Trænsfer action 43-3 338612, 09 May 2012

THE BACK OF THIS FORM MUST NOT BE USED Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

Customer Code: SRO Victoria Duty, JRMO

Page 1 of 1

Signed



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION PLAN NO. RP018398

The land in RP018398 is affected by 1 Owners Corporation(s)				
Land Affected by Owners Corporation: Common Property, Lots 1 - 6.				
Limitations on Owners Corporation: Unlimited				
Postal Address for Services of Notices: 102 EIGHTH STREET MILDURA VIC 3500				
AS084511X 12/04/2019				
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: NIL				
Additional Owners Corporation Information: NIL				
Notations: NIL				

Ent	itien	ıent	and	Liabili	τy:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	25	25
Lot 2	24	24
Lot 3	25	25
Lot 4	24	24
Lot 5	1	1
Lot 6	1	1





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 25/11/2020 04:58:13 PM

OWNERS CORPORATION PLAN NO. RP018398

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	100.00	100.00

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



Paralle That Transparency Agreen sent .



1. Condition of the premises

The Landlord must-

Conditions of Agreement



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.



2. Damage to the premises

- The TENANT must ensure that care is taken to avoid damaging the rented premises.
- b) The TENANT must take reasonable care to avoid damaging the premises and 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 as practicable.



. Cleanliness of the premises

- a) The LANDLORD must ensure that the premises are in a reasonable 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.



. 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 neighbouring premises.



Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.



6. Assignment or sub-letting

- 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, cost or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.



7. 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.)



Ancillary use of the premises

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.



Utility Charges

- **9.1** The landlord is liable for the costs and charges set out in section 53(1) and (if applicable section 54 of the **Residential Tenancies Act 1997).** (Note: Details of the costs and charges are available at www.parliment.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).
- **9.2** The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997.** (Note: details of the costs and charges are available at www.parliment.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).
- **9.3** If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contactors the landlord must have the service repaired or reconnected and pay the expense of doing so.
- **9.4** If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.
- **9.5** If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

10. Landlord insurance



10.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate.

10.2 The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent or their contractors.

10.3 The tenant acknowledges that the landlord's insurance policies do not provide over for the tenant's possessions. (Note: It is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions).

11. Light globes and fluorescent tubes



The TENANT must replace all damaged, defective, or broken light globes, spotlights and/or fluorescent lubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starter) damaged, broken or made defective by the landlord or the agent or their contractors.

12. Tenant to advise landlord or agent of defects



The tenant must notify the landlord or agent as soon as practicable upon becoming aware in the premises that might injure a person or cause damage to the premises.

3. Damage to the premises



13.1 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

13.2 The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

13.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

13.4 The tenant will indemnify the landlords against liability for injury or loss sustained by any person or a person's properly because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

14. Cleaning carpets on vacating the premises



If new carpet has been installed or the existing carpet has been professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

15. Fasteners, antennas and signs



The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the object affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that object.

16. Smoke detectors



16.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises).

16.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

16.3 The tenant must replace expired or faulty smoke detector batteries and in any event replace smoke detector batteries on every day light saving change.

16.4 "Replacement batteries" must be new, of a reputable brand, and have suitable durability.

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F district Frame V as va

17. Flammable liquids, kerosene heaters and vehicle and boat repairs



17.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

17.2 the tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.

17.3 The tenant must not bring on to or use at the premises a portable heater which uses flammable liquid or bottled gas.



18. Storage and removal of waste and rubbish

The lenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and /or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed.



19. Washing

If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required buy the owners' corporation.





20.1 The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

20.2 If the garden is watered by a watering system and/or via tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent or their contractors.

21. Pets



The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners' corporation prohibits pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners' corporation.

22. Changes in occupation of the premises



22.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 6.

22.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 6, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including:

- A pro-rata letting fee;
- Advertising or marketing expenses incurred;
- Rental data base checks on applicants;
- Rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever
 first occurs.
- **22.3** The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.



23. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.



24. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.



5. Tenant remaining in possession after the tenancy ends

If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or agent.

26. Landlord requiring the premises when the lease ends



If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the Residential Tenancies Act 1997.

27. Changing locks and alarm code

27.1 The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.

27.2 The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.



"To Let" signs

The tenant will allow the landlord or the agent to erect a "To Let" sign on the premises during the last month of the tenancy.



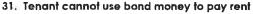
"Auction" and "For Sale" signs

The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time.



30. Access to the property whilst "For Sale", "Auction" or "To Let"

The Tenant shall permit access to the premises by the landlord or his agent to present the property to prospective purchasers or tenants upon 24 hours notice or by agreement with the tenant and the landlord or the landlords' agent.





30.1 The tenant acknowledges the Residential Tenancies Act 1997 provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

30.2 The tenant further acknowledges the Residential Tenancies Act 1997 permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

32. Increase the rent



31.1 Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the Residential Tenancies Regulations 2008. The landlord must not increase the rent more than once in every 6 months

31.2 If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.



Smokina

The Tenant agrees not to smoke or allow anyone to smoke inside the premises at any time. The tenant will be liable for any smoke related damage caused to the premises.



Lease Break



If breaking the lease, the following conditions will apply.

- (a) The tenant is responsible for and must pay rent until the commencement date of the Tenants/s Tenancy Agreement of until the expiration of the lease, whichever is the soonest.
- (b) The tenant must pay our agency all re-letting costs these include:
 - A pro rata lease break fee, based on the remaining months of the fixed Term Lease Agreement calculated from 1.5 weeks rental + GST per annum. Upon finding a tenant the leasing fee will be calculated and replayed to the tenant.
 - Cost incurred from advertising the property on the internet, newspaper, and for a "to let" sign in order to relet the property. A total of \$110.00
 - Lower Murray water special meter reading fee of \$45.50(if applicable)

This agreement is made on the 6 day of September 2019 At 67 Lime Avenue, Mildura Vic 3500



Name:

(A.B.N. if landlord is a company):

Address:

C/- 67 Lime Avenue, Mildura Vic 3500

Collie & Tierney (Mildura) Pty Ltd

320 Tenth Street, Mildura Vic 3500

AGENT:Registered Business Name:

(A.B.N. if agent is a Company):

(A.B.N. if tenant is a company):

Address:

38 005 110 118 **67 Lime Avenue**

C. Green

Mildura Vic 3500 03) 5021 2200

Telephone Number:

Fax Number:

03) 5021 1213

TENANT (1):

TENANT (2):

PREMISES:

Name:

Pamela Bradley

Address:

Name:

Address:

TENANT (3): Name:

Address:

TENANT (4): Name:

Address:

2/76 Riverside Avenue, Mildura VIC 3500

(*Together with those items indicated in the condition report)

RENT:

The rental amount is \$220.00 per week.

The date the first payment is due is Friday, 6 September 2019

BOND:

The tenant must pay a bond of \$954.00 to the landlord/agent on 6 September 2019

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:

NAME:

AMOUNT:

NAME: NAME: AMOUNT: AMOUNT:

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

PERIOD:

Term:

12 months

Commencement Date: Friday, 6 September 2019

Termination Date: Saturday, 5 September 2020

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as

a periodic tenancy.

OR

The agreement will commence from the /and will continue until terminated in accordance with the Residential

Tenancies Act 1997

SIGNED:

By the Landlord/Agent:

esence o

(Witness)

SIGNED:

In the presence of

(Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTIONS 37 AND 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

GUARANTEE:

To the within names landlord

I/We

HERBY GUARENTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above AGREEMENT. You may without affecting

AGREEMENT grant time or other concessions to ar compromise with the TENANT/S and this Guarantee shall be a continuing Guarantee in all respects. SIGNED. SEALED AND DELIVERED

By the Guarantor in the presence of: _ (Witness)

CON

The TENANT/S herby acknowledges having received a copy of the Statement of Rights and Duties, one copy of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED





Collie & Tierney

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 2nd December 2020

1. OWNERS CORPORATION DETAILS

Plan Number:

RP018398

Address of Plan:

76 Riverside Avenue Mildura Vic 3500

Lot Number this statement relates to:

2

Unit Number this statement relates to:

2

Postal Address

PO Box 3377 MILDURA VIC 3502

2. CERTIFICATE DETAILS

Vendor:

Christopher & Donna Green

Postal Address for Lot 2

8 Cecil Court SYDENHAM VIC 3037

Purchaser:

Person requesting Certificate:

Martin, Middleton, Oates Lawyers

Reference:

Address:

61 Deakin Avenue MILDURA VIC 3500

Fax:

E-mail:

sam.watt@mmolawyers.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 2

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 2 are **1,350.40 per annum** commencing on 1 July 2020. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/20 to 30/09/20	337.60	19/09/20	Paid
01/10/20 to 31/12/20	337.60	27/11/20	Issued
01/01/21 to 31/03/21	337.60	01/01/21	To be Issued
01/04/21 to 30/06/21	337.60	01/04/21	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 2.

(Continued)
As at 2nd December 2020
For Plan No. RP018398 - Lot 2

4. CURRENT LEVY POSITION FOR LOT 2

Fund	Balance	Paid To
Administrative	\$337.60 DR	30 September 2020
Maintenance Fund	0.00	
BALANCE	\$337.60 DR	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 2,

6. OTHER CHARGES

There are currently no additional charges payable by Lot 2 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 2 December 2020:

Account / Fund	Amount	
Administrative Fund	3,569.61	
Maintenance Fund	0.00	
TOTAL FUNDS HELD AS AT 2 DECEMBER 2020	\$3,569.61	

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

olicy	
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Policy No. 34780
Expiry Date 12-March-2021

Insurance Company CHU Underwriting Agencies PL
Broker Resolute Property Protect Pty Ltd

Premium 2156.98

Cover TypeAmount of CoverDamage (i.e. Building) Policy882,000Fidelity Guarantee Insurance250,000Government Audit Costs25,000Government Audit Costs - Appeal Expenses100,000Government Audit Costs - Legal Defense Expenses50,000Loss of Rent132,300

Lot Owner's Fixtures and Improvements250,000Property, Death and Injury (Public Liability)20,000,000Voluntary Workers Insurance200,000/2,000

(Continued)
As at 2nd December 2020
For Plan No. RP018398 - Lot 2

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:

Ace Body Corporate Management (Mildura)

ABN / ACN:

ABN 64 110 072 092 /

Address of Manager:

102 Eighth Street MILDURA VIC 3500

Telephone:

03 5021 3421

Facsimile:

E-mail Address:

mildura@acebodycorp.com.au

17. ADDITIONAL INFORMATION

Nil.

(Continued)
As at 2nd December 2020
For Plan No. RP018398 - Lot 2

SIGNING

The common seal of Plan No. RP018398, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Full name: Bruce Watson

Company: ABC Training & Business Services Pty Ltd

Address of registered office: 102 Eighth Street MILDURA VIC 3500



Common Seal of Owners Corporation

03/12/2020

Date



Ace Body Corporate Management (Mildura)

Phone: 03 5021 3421 Fax: 03 5021 3377

Email: mildura@acebodycorp.com.au Postal: PO Box 3377 Mildura VIC 3502

ACN: 110 072 092

Professional Personal Service

www.acebodycorp.com.au

Martin, Middleton, Oates Lawyers 61 Deakin Avenue MILDURA VIC 3500

3rd December 2020

Dear Martin, Middleton, Oates Lawyers

Re: OWNERS CORPORATION CERTIFICATE - LOT 2, PLAN NO. RP018398

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. RP018398 dated 2nd December 2020. This certificate is intended for use for the purpose of section 151 of the Owners Corporations Act 2006 ("Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the Owners Corporations Regulations 2018; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at mildura@acebodycorp.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Registered Manager

Full name: Bruce Watson

Company: ABC Training & Business Services Pty Ltd

Address of registered office: 102 Eighth Street MILDURA VIC 3500

03/12/2020 Date

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation17, Owners Corporations Regulations 2018

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 Use 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.

Model rules as applying to Owners Corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- 1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- 2. This rule does not apply to
 - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A Committee may appoint members to a sub-committee without reference to the Owners Corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or
 occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the
 same goods or services.
- 2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- 3. Subrule (2) does not apply if the concession or rebate
 - a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- 1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- 3. An approval under subrule (2) may state a period for which the approval is granted.
- 4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- 5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- 6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- 1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- 2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- 3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- 4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- 5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External Appearance of lots

- 1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the appearance of their lot.
- An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable
 conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or
 common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- 1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- 2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- 1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- 2. The party making the complaint must prepare a written statement in the approved form.
- 3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- 4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- 5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the narries
- A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- 8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act* 2006.

Minutes of Annual General Meeting Owners Corporation RP018398

76 Riverside Avenue Mildura Vic 3500

On:

Tuesday 18th August 2020

Time:

10.00am

Venue:

By Phone Conference

1. Meeting attendance

a. Present

Bruce Watson (Ace Body Corporate Management Mildura)

b. Proxies

Nil

c. Apologies

Nazzareno Mammone (Lot 1).

d. Quorum & Entitlement to Vote

The Manager advises that no Lot Owners attended, the scheduled AGM of Owners Corporation RP018398 on 18th August 2020.

The Manager, understanding directions made at the Annual General Meeting of 30th August 2019, will:

- confirm renewal of the Insurance Policy, as outlined in the Managers Report distributed with the Notice of Meeting, for a further twelve months now due 12th March 2021 at the new annual premium of \$2,156.98.
- confirm the proposed Budget, as distributed with Notice of Meeting, at \$5,401.60 for the 12 month period, 1st July 2020 to 30th June 2021 sufficient to cover Insurance and other expenses plus maintain surplus funds for emergency repairs and Manager's Fees.
- set the fees payable for the 12-month period 1st July 2020 to 30th June 2021 at \$5401.60.

	Last budget 2019/2020	Actual 2019/2020	Budget 2020/2021
Admin Fees & Charges - MyStrata	\$61.60	\$61.60	\$61.60
Admin – Management Fees - Standard	\$800.00	\$800.00	\$800.00
Admin – Management Fees - Disbursements	\$200.00	\$200.00	\$200.00
Admin Fees & Charges – Telephone	\$0.00	\$12.85	\$0.00
Common Property – General Maintenance	\$0.00	\$55.00	\$0.00
Garden/Lawn Maintenance	\$500.00	\$517.00	\$600.00
Garden/Lawn Maintenance – gutter cleaning	\$400.00	\$396.00	\$400.00
Insurance Premiums	\$2,200.00	\$2,156.98	\$2,400.00
Pest Control Services – Termites, ants	\$400.00	\$400.00	\$440.00
Strata Manager – Schedule 2.2 Charges	\$0.00	\$55.00	\$0.00
Water 1.	\$500.00	\$304.72	\$500.00
Total	\$5,061.60	\$4,959.15	\$5,401.60

Lots (Unit No)	Lot Liability	Annual fee 2020/2021
1	25	\$1,350.40
2	25	\$1,350.40
3	25	\$1,350.40
4	25	\$1,350.40
otal to be Raised	100	\$5,401.60

The Owners Corporation acknowledges that the Owners Corporation manager will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

the state of the s		
Must be registered as a business for tax purposes in Australia.		
lust have a minimum \$10 million Public & Product Liability Insurance (in respect		
f each and every occurrence and unlimited in aggregate for any one period of		
,		
over).		
lust have a minimum \$1 million Professional Indemnity Insurance (where		
oplicable).		
lust have Statutory Workers Compensation Insurance for all employees.		
lust hold all licenses as relevant to services provided.		
lust accept the Owners Corporation's Terms and Conditions of engagement.		
ontractor: means a person or organization that is engaged, on a temporary		
Contractor: means a person or organization that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide		
ecommendations and/or specialist professional advice.		
/ork Order: means a written order providing specific or blanket authorization to a		
ontractor to proceed with the provision of specific goods or services without		
erther instructions.		

The Owners Corporation, through its Committee, take full responsibility for the engagement and direction of Contractors who have not achieved the Minimum Requirements and understand and acknowledge the associated risks.

The strata manager will take no responsibility for any consequences arising from the engagement of any contractors and will not perform any services other than to provide the administration tasks in relation to the payment of invoices raised by thoses contractors.

The Manager advises that as no Lot Owners attended the scheduled AGM no other business could be resolved.

Next Annual General Meeting is scheduled for August/September 2021.

Note: Should 1 or more Lot Owners (i.e. >= 25%) advise this office within 28 days that they wish the Owners Corporation to re-schedule the AGM to resolve further business, the Manager will arrange, but this may incur an additional fee to the Owners Corporation of \$350.00.

Bruce Watson
Owners Corporation Manager
Ace Body Corporate Management (Mildura)



Property Report from www.land.vic.gov.au on 25 November 2020 04:15 PM

Address: UNIT 2/76 RIVERSIDE AVENUE MILDURA 3500

Lot and Plan Number: This property has 2 parcels. See table below.

Standard Parcel Identifier (SPI): See table below.

Local Government (Council): MILDURA Council Property Number: 5623

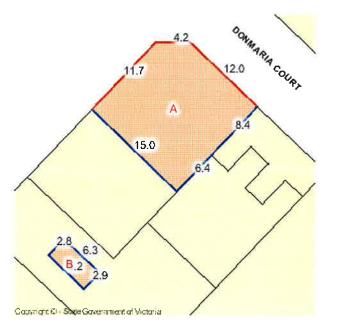
Directory Reference: VicRoads 535 N2

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 234 sq. m Perimeter: 76 m

For this property:

Site boundaries

Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at Title and Property Certificates

Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 2 RP18398	2\RP18398
В	Lot 6 RP18398	6\RP18398

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

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Utilities

Rural Water Corporation: Lower Murray Water Urban Water Corporation: Lower Murray Water Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about choosing an electricity retailer)

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 22 November 2020.

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 <u>Planning Schemes Online</u>

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 abut the land. To obtain a Planning Certificate go to <u>Titles and Property Certificates</u>

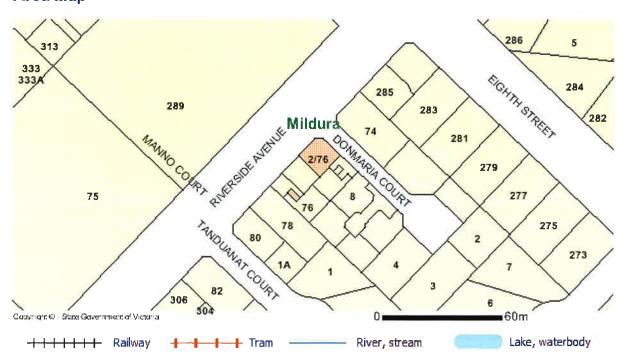
The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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PLANNING PROPERTY REPORT



From www.planning.vic.gov.au at 26 November 2020 09:17 AM

PROPERTY DETAILS

2/76 RIVERSIDE AVENUE MILDURA 3500 Address:

Lot and Plan Number: More than one parcel - see link below

Standard Parcel Identifier (SPI): More than one parcel - see link below

www.mildura.vic.gov.au Local Government Area (Council): **MILDURA**

Council Property Number: 5623

Planning Scheme - Mildura Mildura Planning Scheme:

Vicroads 535 N2 Directory Reference:

This property has 2 parcels. For full parcel details get the free Property report at Property Reports

UTILITIES

Rural Water Corporation: **Lower Murray Water**

Urban Water Corporation: Lower Murray Water

Outside drainage boundary Melbourne Water:

POWERCOR Power Distributor:

View location in VicPlan

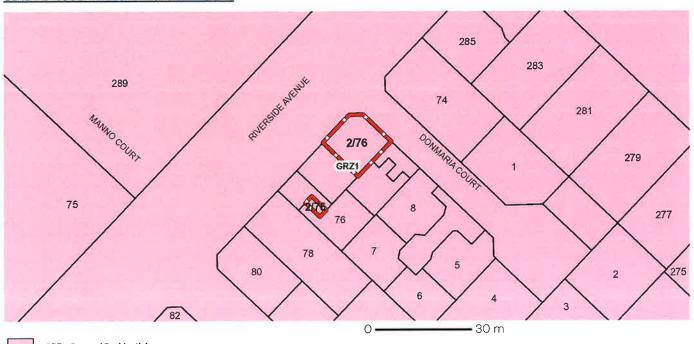
STATE ELECTORATES

NORTHERN VICTORIA Legislative Council:

Legislative Assembly: MILDURA

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.

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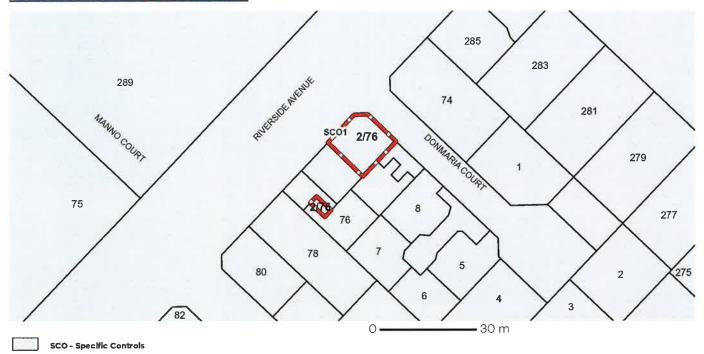
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT



Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO) SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



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 19 November 2020.

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 abut 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

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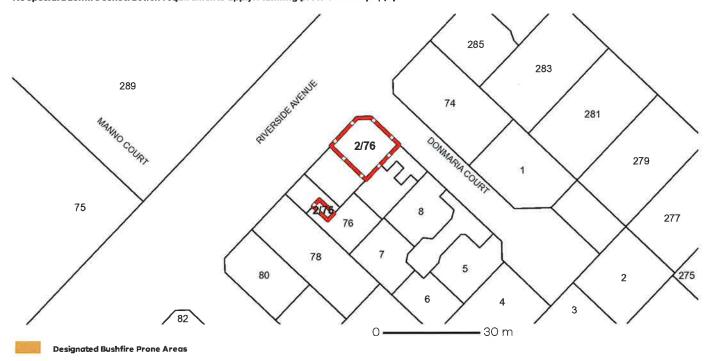
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PLANNING PROPERTY REPORT



Designated Bushfire Prone Areas

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at https://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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

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Read the full disclaimer at https://www2.delwp.vic.gov/ou/disclaimer.

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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 (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.

CONSUMER AFFAIRS VICTORIA

(04/10/2016)

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.

CHRISTOPHER TERRENCE GREEN

VENDOR'S STATEMENT

Property

Unit 2, 76 Riverside Avenue, Mildura

MARTIN MIDDLETON OATES LAWYERS 61 Deakin Avenue MILDURA VIC 3500 DX 50022 MILDURA

> Tel: 03 5023 7900 Fax: 03 5023 7560 Ref: DCON/DS/WP/159734-2