

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: Lisa Nicole Reynolds

Property: Unit 40 313 Eighth Street MILDURA VIC 3500

VENDORS REPRESENTATIVE

Mildura Property Transfers Pty Ltd
124A Eighth Street, Mildura 3500

PO Box 1012
MILDURA VIC 3502

Tel: 03 5022 9300
Email: jenni@mildurapropertytransfers.com.au

Ref: Jenni Foster

SECTION 32 STATEMENT
UNIT 40 313 EIGHTH STREET MILDURA VIC 3500

1. FINANCIAL MATTERS

(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	\$2,269.30	Per annum
Lower Murray Water	\$ 175.05	Per quarter
Owners Corporation Fees	\$ 291.85	Per quarter

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

(b) The particulars of any Charge (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 are as follows:- Not Applicable

2. INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

3. LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/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 affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
UNIT 40 313 EIGHTH STREET MILDURA VIC 3500

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: Mildura Rural City Council See attached Property Report

Zoning:

Planning Overlay/s:

4. NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

5. BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

6. OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
UNIT 40 313 EIGHTH STREET MILDURA VIC 3500

- (2) ~~Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):~~
- ~~— any certificate of release from liability to pay;~~
 - ~~— any certificate of deferral of the liability to pay;~~
 - ~~— any certificate of exemption from the liability to pay;~~
 - ~~— any certificate of staged payment approval;~~
 - ~~— any certificate of no GAIC liability;~~
 - ~~— any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
 - ~~— any notice given under that Part providing evidence of an exemption of the liability to pay;~~
- OR
- ~~— a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

9. TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987*

SECTION 32 STATEMENT
UNIT 40 313 EIGHTH STREET MILDURA VIC 3500

- authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
- (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

10. DUE DILLIGENCE 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 but the checklist has been attached as a matter of convenience.

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Lisa Nicole Reynolds

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Register Search Statement - Volume 11029 Folio 695

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

VOLUME 11029 FOLIO 695

Security no : 124090300562T
Produced 02/06/2021 03:57 PM

LAND DESCRIPTION

Lot 13 on Plan of Subdivision 537857Q.
PARENT TITLE Volume 10937 Folio 413
Created by instrument PS537857Q Stage 4 21/09/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LISA NICOLE REYNOLDS of 40/313 EIGHTH STREET MILDURA VIC 3500
AN713125U 04/04/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN713126S 04/04/2017
COMMONWEALTH BANK OF AUSTRALIA

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AD359625G 12/01/2005

DIAGRAM LOCATION

SEE PS537857Q 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 40 313 EIGHTH STREET MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER

Effective from 04/04/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS537857Q

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 02/06/2021, for Order Number 68435469. Your reference: WW:200-21.

PLAN OF SUBDIVISION	Stage No.	LTO use only	PLAN NUMBER
		EDITION 4	PS 537857Q

Location of Land
 Parish: MILDURA
 Township: _____
 Section: _____
 Crown Allotment: _____
 Crown Portion: A(pt.) & 3 (pt.)

LTO base record: VICMAP DIGITAL PROPERTY
 Title References: Vol 10861 Fol 034

Last Plan Reference: PS 527146H (LOT A)
 Postal Address: 303-325 EIGHTH STREET,
 MILDURA, 3500.

MGA Co-ordinates: E 605580
 (Of approx. centre of plan) N 6218180 Zone 54

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Council Certification and Endorsement
 Council Name: MILDURA RURAL CITY COUNCIL Ref: S0840

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 6 / /~~
~~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 Subdivision Act 1988 ~~has~~ / has not been made.
~~(iii) The requirement has been satisfied.~~
~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate
~~Council seat~~
 Date 29/08/05
~~Re-certified under section 11(7) of the Subdivision Act 1988.~~
~~Council Delegate~~
~~Council seat~~
 Date / /

APPLIES TO MASTER PLAN (STAGE 1) ONLY

Notations

Depth Limitation: DOES NOT APPLY	Staging This is is not a staged subdivision Planning Permit No. P04/537
	Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s).402,404,113 & 1119 In Proclaimed Survey Area no. _____

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
 A - Appurtenant Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2	PS 527146H	LOWER MURRAY URBAN & RURAL WATER AUTHORITY

LTO use only
 Statement of Compliance / Exemption Statement

Received
 Date 19/04/06

LTO use only
THIS IS AN LR COMPILED PLAN
 CHECKED 26/04/2006
Dragan Popec
 Assistant Registrar of Titles

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN
 REF 7836 VERSION 2 DATE 30/05/2005 SIGNATURE _____

SHEET 1 OF 9 SHEETS

FREEMAN & FREEMAN
 LAND SURVEYORS
 PO BOX 2135 MILDURA VIC 3502
 TELEPHONE: (03) 50236239

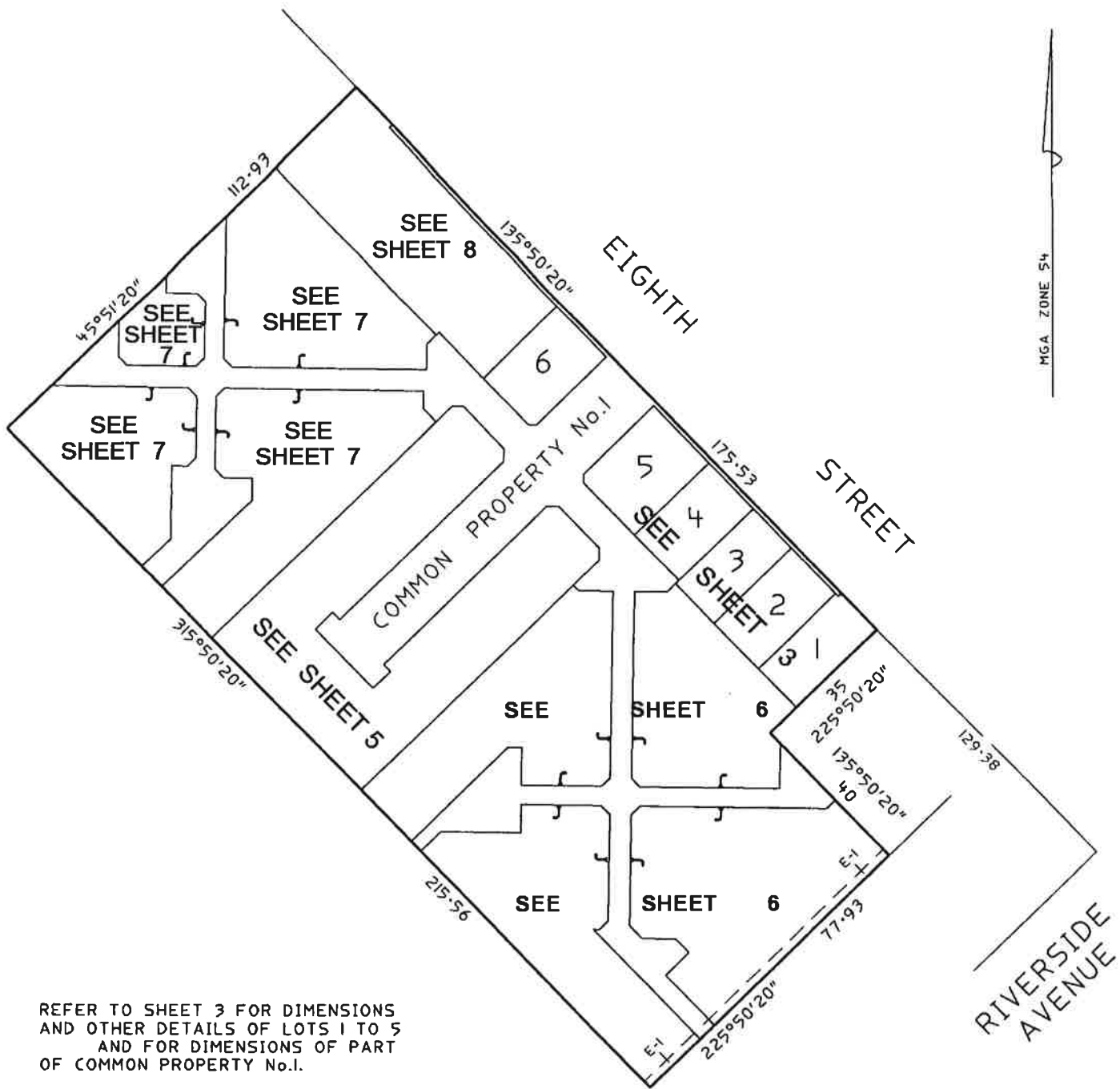
DATE 29/08/05
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 537857Q



REFER TO SHEET 3 FOR DIMENSIONS AND OTHER DETAILS OF LOTS 1 TO 5 AND FOR DIMENSIONS OF PART OF COMMON PROPERTY No.1.

REFER TO SHEET 4 FOR DIMENSIONS AND OTHER DETAILS OF LOTS 6, AND FOR DIMENSIONS OF PART OF COMMON PROPERTY No.1.

FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 2 OF 9 SHEETS

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE _____

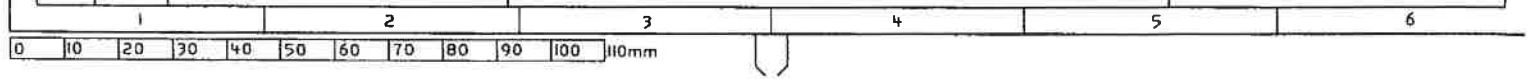
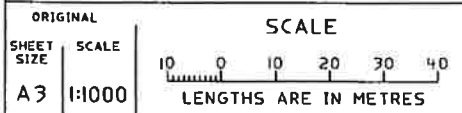
DATE 30/05/2005

REF 7836

VERSION 2

DATE / /

COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 537857Q

REFER TO SHEET 4 FOR DIMENSIONS
AND OTHER DETAILS OF LOTS 6,
AND FOR REMAINING DIMENSIONS
OF COMMON PROPERTY No.1.

MGA NORTH
ZONE 54

EIGHTH
STREET
COMMON
PROPERTY
No.1

COMMON PROPERTY No.1

SEE SHEET 5

SEE SHEET 6

SEE SHEE 6

SEE SHEET 6

SEE SHEET 6

FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 3 OF 9 SHEETS

ORIGINAL

SCALE

SHEET
SIZE
A3

SCALE
1:500
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE

DATE 30/05/2005

REF 7836

VERSION 2

DATE / /

COUNCIL DELEGATE SIGNATURE

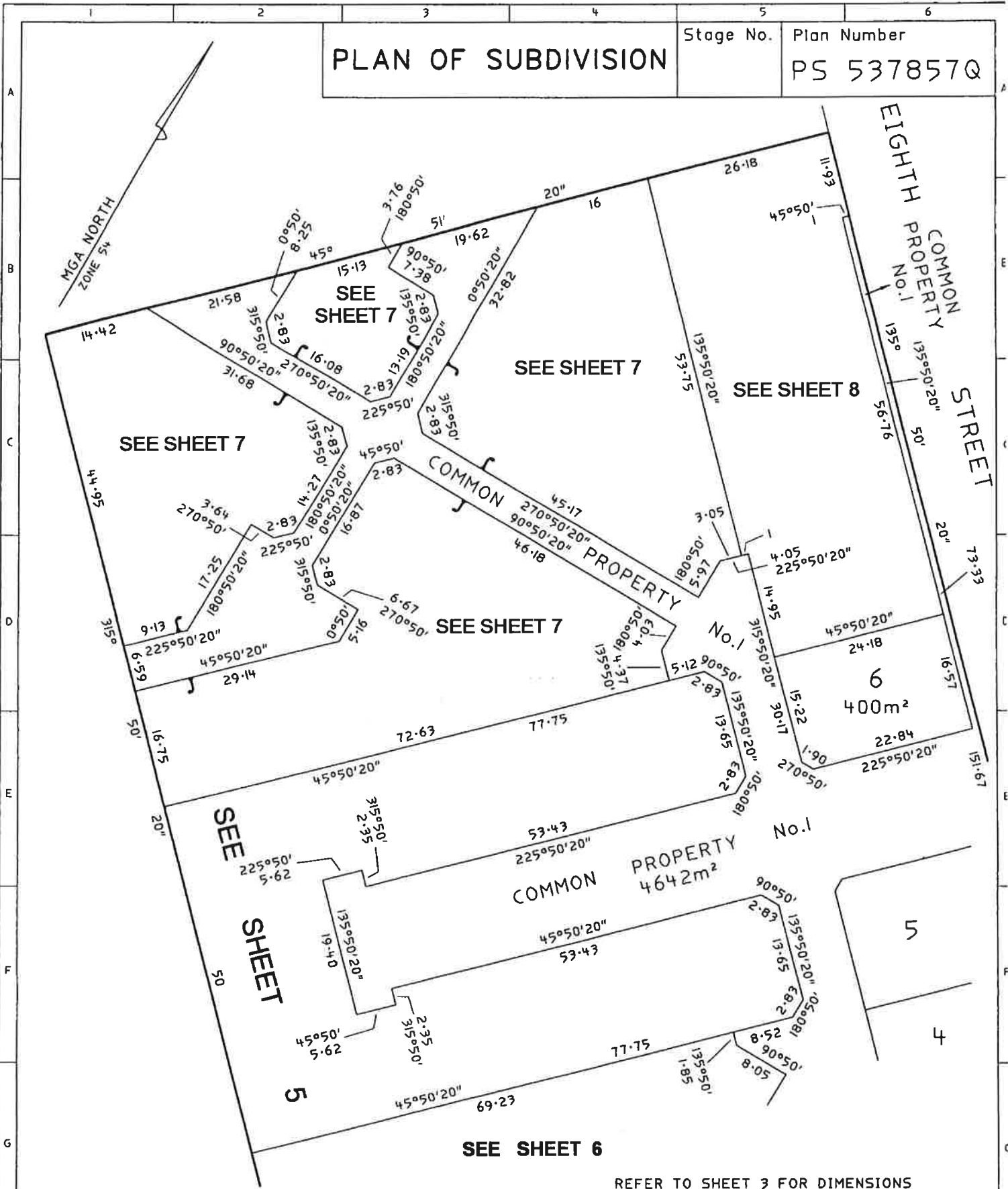
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 537857Q



FREEMAN & FREEMAN

LAND SURVEYORS

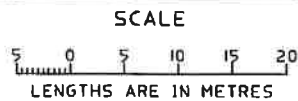
PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

REFER TO SHEET 3 FOR DIMENSIONS AND OTHER DETAILS OF LOTS 1 TO 5 AND FOR REMAINING DIMENSIONS OF COMMON PROPERTY No.1.

SHEET 4 OF 9 SHEETS

ORIGINAL SHEET SIZE A3 SCALE 1:500



LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE _____ DATE 30/05/2005

REF 7836

VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 537857Q

EIGHTH STREET

SEE SHEET 8

6

5

4

COMMON

PROPERTY

No.1

52

25
352m²

33
352m²

34

26
304m²

32
304m²

27
318m²

31
318m²

SEE SHEET 7

SEE SHEET 6

MGA NORTH
ZONE 54

COMMON
PROPERTY
No.1

28
372m²

29
363m²

30
372m²

FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 5 OF 9 SHEETS

ORIGINAL
SHEET SIZE
A3

SCALE
1:400
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE _____

DATE 30/05/2005

REF 7836

VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

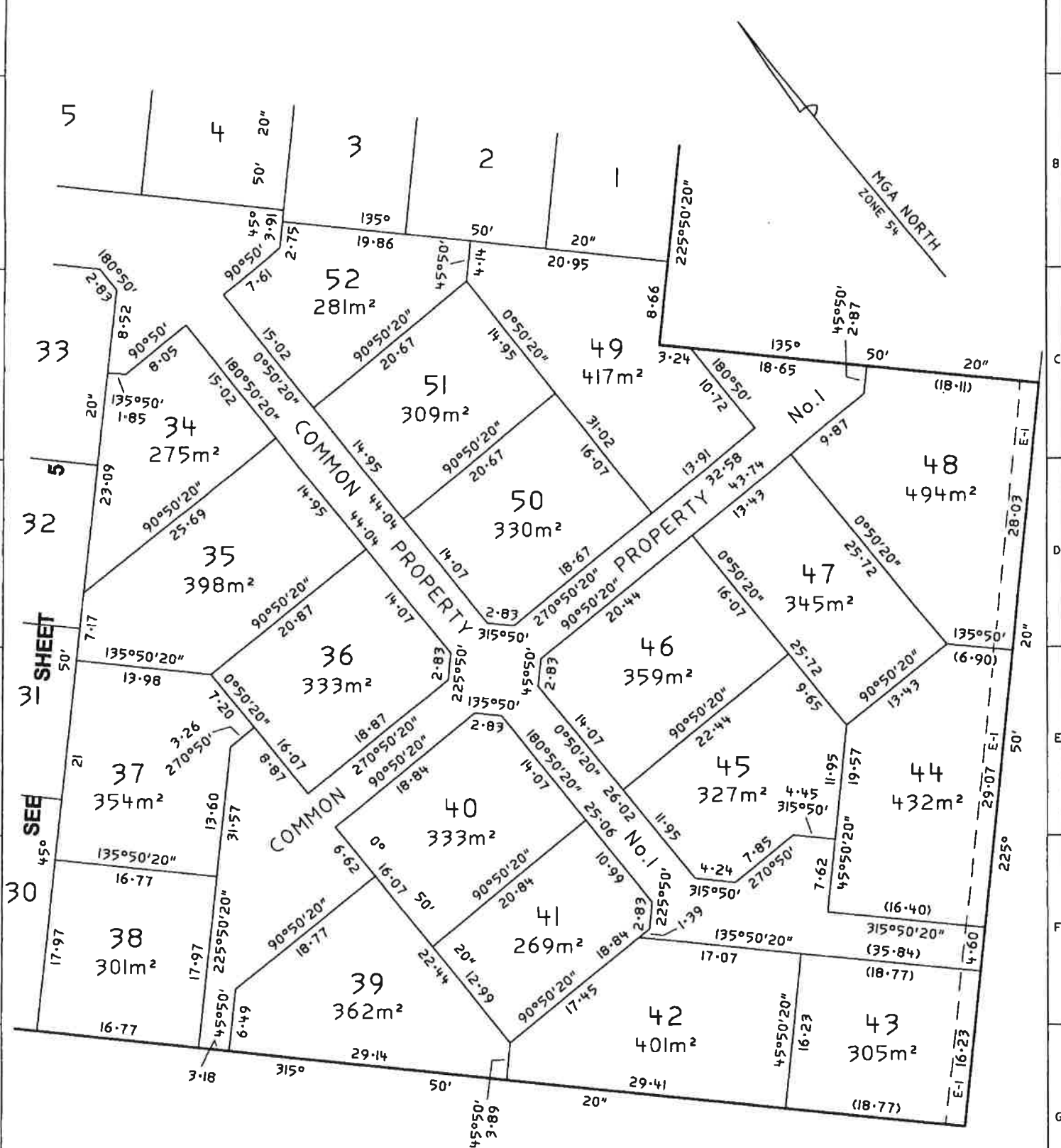
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 537857Q



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LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

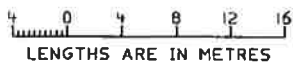
SHEET 6 OF 9 SHEETS

ORIGINAL

SHEET SIZE

A3

SCALE



LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE

REF 7836

DATE 13/04/2005

VERSION 1

DATE / /

COUNCIL DELEGATE SIGNATURE

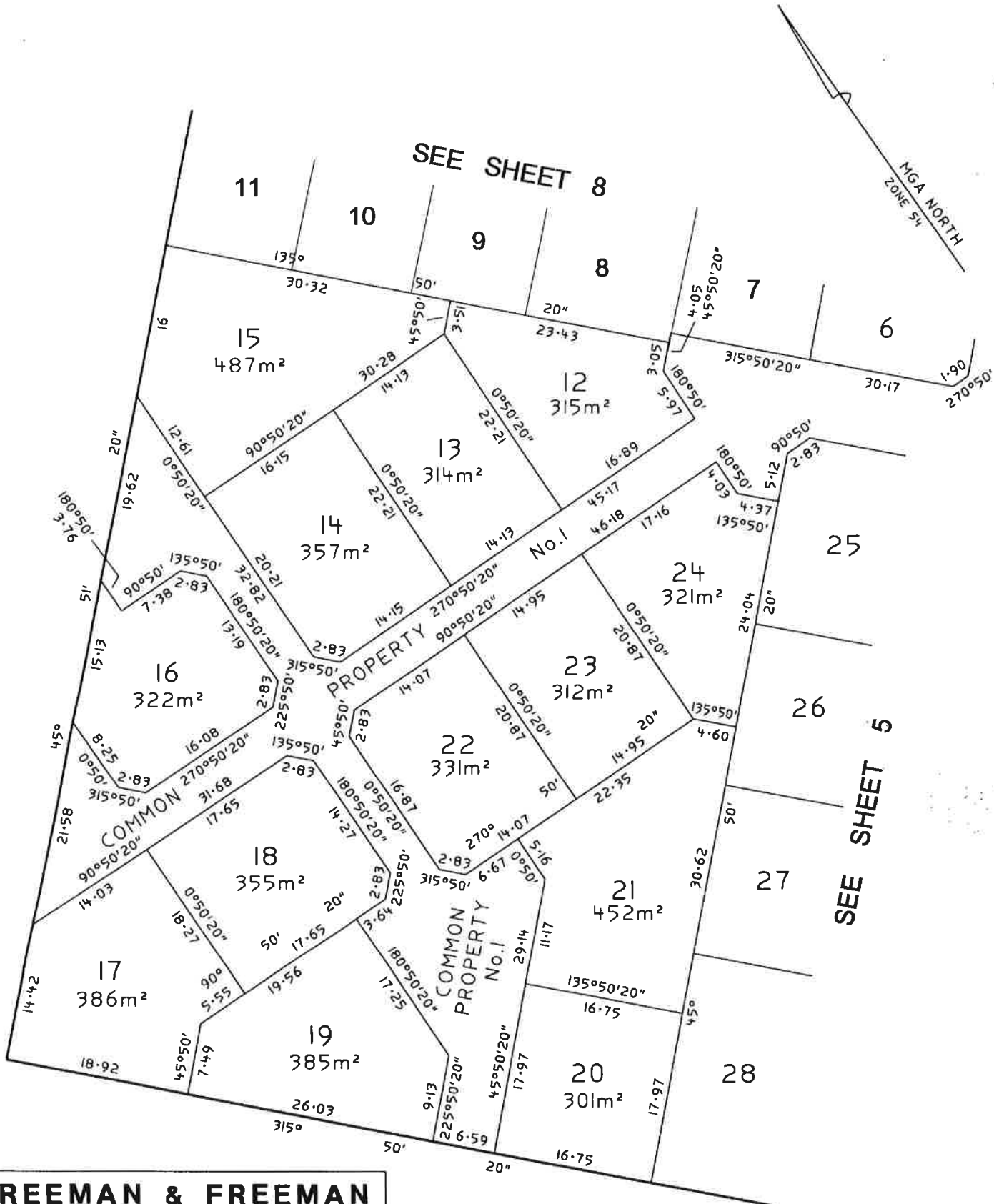
PLAN OF SUBDIVISION

Stoge No.

Plan Number

4

PS 537857Q



FREEMAN & FREEMAN

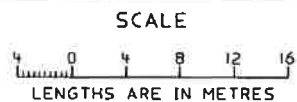
LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 7 OF 9 SHEETS

ORIGINAL
SHEET
SIZE
A3



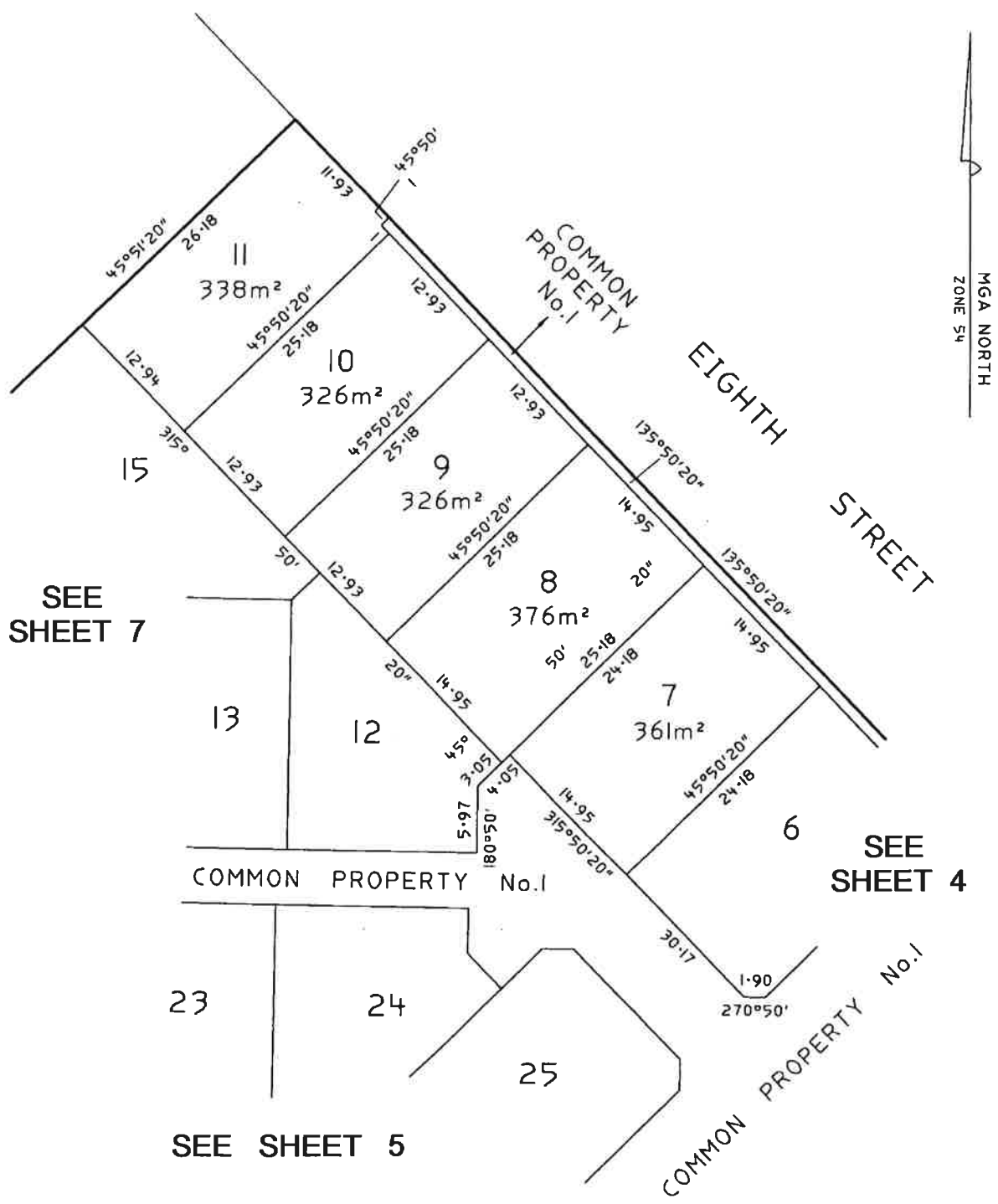
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SIGNATURE _____ DATE 13/04/2005

REF 7836

VERSION 1

DATE / /
COUNCIL DELEGATE SIGNATURE



SEE SHEET 7

SEE SHEET 4

SEE SHEET 5

FREEMAN & FREEMAN
 LAND SURVEYORS
 PO BOX 2195 MILDURA VIC 3502
 TELEPHONE: (03) 50236239

SHEET 8 OF 9 SHEETS

ORIGINAL SHEET SIZE: A3
 SCALE: 1:400

 LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN
 SIGNATURE _____ DATE 30/05/2005
 REF 7896 VERSION 2

DATE / /
 COUNCIL DELEGATE SIGNATURE _____

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS537857Q

The land in PS537857Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 52.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
102 EIGHTH STREET MILDURA VIC 3500

AS095097T 16/04/2019

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:
1. AG979662Q 19/01/2010

Additional Owners Corporation Information:
NIL

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 1	19	19
Lot 2	21	21
Lot 3	19	19
Lot 4	20	20
Lot 5	25	25
Lot 6	23	23



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/06/2021 03:58:47 PM

**OWNERS CORPORATION 1
PLAN NO. PS537857Q**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	20	20
Lot 8	21	21
Lot 9	18	18
Lot 10	18	18
Lot 11	18	18
Lot 12	17	17
Lot 13	17	17
Lot 14	19	19
Lot 15	26	26
Lot 16	17	17
Lot 17	21	21
Lot 18	19	19
Lot 19	21	21
Lot 20	16	16
Lot 21	25	25
Lot 22	18	18
Lot 23	17	17
Lot 24	17	17
Lot 25	19	19
Lot 26	17	17
Lot 27	17	17
Lot 28	20	20
Lot 29	20	20
Lot 30	20	20
Lot 31	17	17
Lot 32	17	17
Lot 33	19	19
Lot 34	15	15
Lot 35	22	22



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/06/2021 03:58:47 PM

OWNERS CORPORATION 1
PLAN NO. PS537857Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	18	18
Lot 37	19	19
Lot 38	16	16
Lot 39	20	20
Lot 40	18	18
Lot 41	15	15
Lot 42	22	22
Lot 43	17	17
Lot 44	23	23
Lot 45	18	18
Lot 46	20	20
Lot 47	19	19
Lot 48	27	27
Lot 49	23	23
Lot 50	18	18
Lot 51	17	17
Lot 52	15	15
Total	1000.00	1000.00

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.



AD359625G



FORM 13

APPLICATION BY RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Lodged at the Titles Office by:

Name: Martin Irwin & Richards Lawyers
Phone: 03 50237900
Address: 61-63 Deakin Avenue, Mildura VIC 3500
CODE: 1008B

The Authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

LAND: Lot 2 on Plan of Subdivision 130457 contained in Certificate of Title Volume 09361 Folio 680

ADDRESS OF LAND: 301-325 Eighth Street Mildura in the State of Victoria

RESPONSIBLE

AUTHORITY: Mildura Rural City Council of 108-116 Madden Avenue Mildura in the State of Victoria ("the Council")

Section and Act under which agreement is made: Section 173 of the *Planning and Environment Act 1987*.

AGREEMENT DATE:

AGREEMENT WITH: CARMEL ARGIRO of 15 Omega Court Mitchem in the State of Victoria ("the Owner").

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature for the Responsible Authority
Name of Officer RICHARD J SEXTON
Position of Officer MANAGER (CCA)
Date 15/12/04

12-1-05
24 DEC 2004





DAD359625G-2-2

MILDURA RURAL CITY COUNCIL

and

CARMEL ARGIRO

<p>SECTION 173 AGREEMENT 301-325 EIGHTH STREET MILDURA</p>

**Martin Irwin & Richards
Lawyers**

61 – 63 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA

Phone: 03 5023 7900

Fax: 03 5021 2700

Ref: KEM:DD 04/2424

MRCC RECEIVED	
- 6 DEC 2004	
File	004/276
W/Flow	doc-inf
Act/Off	C. Wilkie
Security
Copy/Ret
<input type="checkbox"/>	Permanent
<input type="checkbox"/>	1-10 Years
<input checked="" type="checkbox"/>	11-35 Years

AD359625G

12/01/2005 \$90

173



DOCUMENT SCANNED

THIS AGREEMENT is made on the *15* day of *December* 2004.

PARTIES

BETWEEN **MILDURA RURAL CITY COUNCIL** of 108 – 116 Madden Avenue, Mildura in the State of Victoria ("**the Council**")

And

CARMEL ARGIRO of 15 Omega Court Mitchem in the State of Victoria ("**the Owner**")

RECITALS

- A. The Owner is registered or entitled to be registered as the proprietor of the land situate at 301-325 Eighth Street Mildura in the State of Victoria being the land known as Lot 2 on Plan of Subdivision 130457 described in Certificate of Title Volume 09361 Folio 680 ("the land").
- B. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- C. The Owner has made an application for the Council for a planning permit under the Planning Scheme for a three (3) lot staged subdivision and Retirement Village (comprising 60 units and a community building) and a waiver in the car parking requirements ("the Development").
- D. On the 8th day of October 2004 Council issued Permit numbered P04/276 ("the Permit") for the proposed development subject to the conditions contained therein.
- E. Condition 19 of the permit provides:
19. Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987 to provide the following:



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- The construction of the Eighth Street frontage of Lot 2 on LP130457 is to be carried out at a time requested by the Responsible Authority. This will include road widening, footpath and naturestrip treatment, and the construction of kerb & channel, concrete driveway, and drainage. Road design documentation (including plan checking and supervision fees) is to be submitted. These works are to be paid by the Owners/ Developer of Lot 2 on PS130457.

This agreement is to be registered on the title to Lots 1 and A on PS 527146H and any cost associated with its preparation must be borne by the Owner.

- F. The Owner further agrees to pay the responsible authority's costs of and in connection with the preparation and lodging of the Section 181 Application and Section 173 Agreement.
- G. The Council and the Owner have agreed that without restricting or limiting their respective powers to enter this Agreement and insofar as it can be so treated this Agreement shall be treated as an Agreement under Section 173 of the Act.

NOW THIS AGREEMENT WITNESSETH as follows:

1. INTERPRETATION:

In this Agreement unless inconsistent with the context or subject matter:

"Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land and/or the subject land or any part thereof and shall include the singular and the plural.

"the Subject Land" shall mean Lots 1 and A on proposed Plan of Subdivision 527146H being the land referred to in Recital A hereof and any allotment or piece of land which shall be created by any subdivision of the same.



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2. OWNER'S COVENANTS:

The Owner with the intent that the covenants hereunder shall run with the subject land **HEREBY COVENANT AND AGREE** that they:

- (a) will comply with and carry out the conditions of the Permit;
- (b) will do all things necessary to enable the Council to enter a Memorandum of this Agreement on the Certificates of Title to the subject land in accordance with Section 181 of the Act including signing any further agreement acknowledgment or document to enable the said Memorandum to be registered under that Section;
- (c) will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents for the purpose of ensuring that they carry out the covenants and agreements and obligations hereunder and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings;
- (d) will pay the Council's costs of and incidental to the preparation and execution of this Agreement and the registration of a Memorandum of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Memorandum at the Land Titles Office;
- (e) will construct the Eighth Street frontage of Lot 2 on Plan of Subdivision 130457 which will include the following: road design documentation (including kerb checking and supervision fees) bitumen road construction, footpath construction, naturestrip treatment, concrete driveway, kerb and channel and drainage to the satisfaction of the Council when requested to do so by Council;



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- (f) will commence works including design documentation within 30 days of receipt of a notice from Council requiring the commencement of the same and complete the same as soon as practicable thereafter;
- (g) will prior to commencement of construction submit Road Design Documentation for the approval of the Council;
- (h) will follow the reasonable directions of the Council in respect of the nature of the works to be undertake pursuant to clause 2(e);
- (i) will pay the full costs of the works to be undertake pursuant to clause 2(e) including the Council's fees for construction supervision and plan checking;
- (j) will notify any future purchaser of the land of the existence of this agreement;

3. ADDITIONAL MATTERS:

- a. if any provision of this Agreement is not valid it shall not affect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect;
- b. this Agreement shall come into effect on the date hereof; _____ ?
- c. the covenants, undertakings and agreements hereunder by the Owner shall be borne by the Owner from time to time of each of the subject land equally and in the event that there is more than one Owner of the said lot;
- d. any time or other indulgence granted by the Council to the Owner or any variation of the terms or conditions of this Agreement or any judgment or order obtained by either party against the other will not in anyway amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement;

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- e. upon the carrying out and completion by the Owner of the covenants and obligations under this Agreement the Council will at the request of the Owner and at the cost of the Owner certify that the provisions of this Agreement have been carried out and acknowledge that the Agreement has ended in accordance with Section 177 of the Act.
- f. the obligation of the Owner for the works and the costs of works required pursuant to clause 2(e), (f), (g), (h) & (l) hereof shall be the responsibility of the Owner and Developer of Lot 2 on Plan of Subdivision 130457 but in the event that the Developer fails to pay such costs, the Owners for the time being of the subject land shall be responsible for the cost of completion of the works by the Council on a pro rata basis having regard to the length of street frontage each lot bears to the total length of the construction.

5. DEFAULT OF OWNER:

In the event of the Owner defaulting or failing to perform any of the obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs together with any amount payable to Council pursuant to this Agreement shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first herein before written.



THE COMMON SEAL of the)
MILDURA RURAL CITY COUNCIL)
was affixed hereto by authority of)
the Council in the presence of:




.....
Councillor JOHN ARNOLD

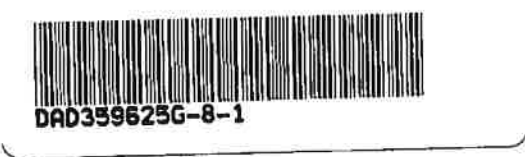

.....
Councillor PETER BYRNE


.....
Chief Executive Officer

SIGNED SEALED & DELIVERED)
by the said CARMEL ARGIRO in)
the presence of:)




Tony Rees



Section 173 Agreement - 301-325 Eighth Street Midura

MORTGAGEE'S CONSENT

EDUCATION CREDIT UNION CO-OPERATIVE LTD being the registered Mortgagee Under Mortgage AB215143Y which encumbers the land described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owner encumbering the within Agreement.

DATED this 2nd day of December 2004.

X *T. Zimora* T. ZIMORA *[Signature]* K. SCORRE
FOR AND ON BEHALF OF EDUCATION
CREDIT UNION CO-OPERATIVE LTD



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From www.planning.vic.gov.au on 02 June 2021 04:24 PM

PROPERTY DETAILS

Address: **UNIT 40/313 EIGHTH STREET MILDURA 3500**
Lot and Plan Number: **Lot 13 PS537857**
Standard Parcel Identifier (SPI): **13\PS537857**
Local Government Area (Council): **MILDURA**
Council Property Number: **32061**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 535 N2**

www.mildura.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/mildura

UTILITIES

Rural Water Corporation: **Lower Murray Water**
Urban Water Corporation: **Lower Murray Water**
Melbourne Water: **outside drainage boundary**
Power Distributor: **POWERCOR**

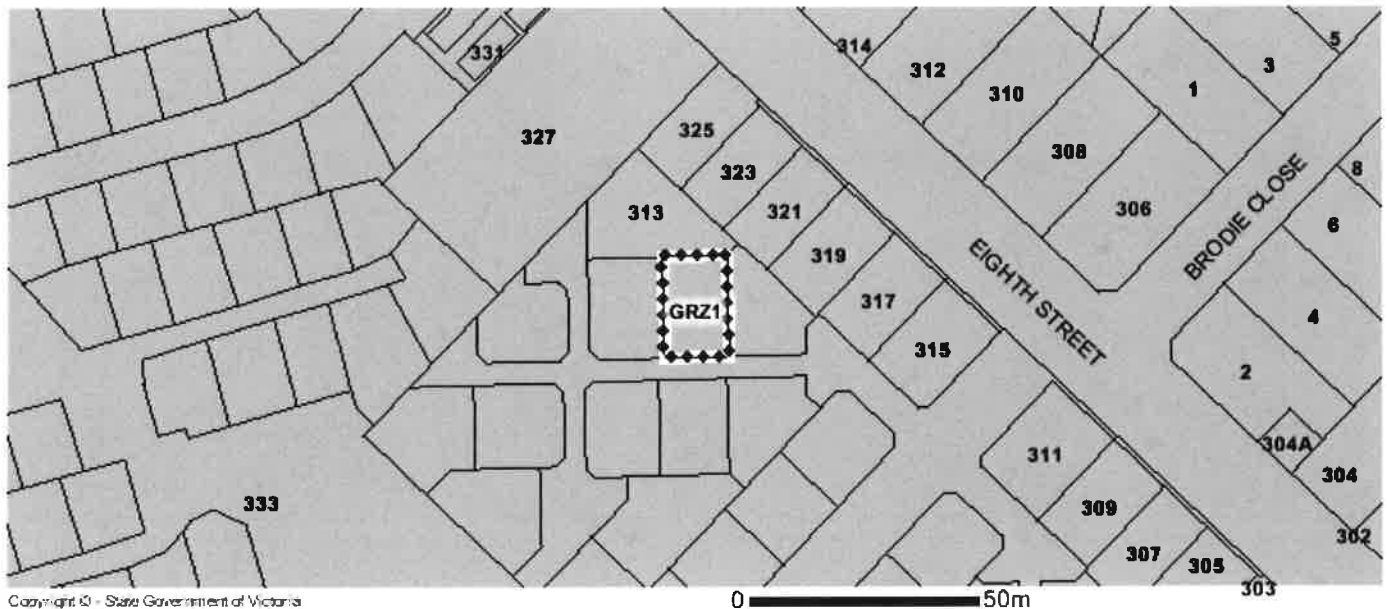
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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GRZ - General Residential

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

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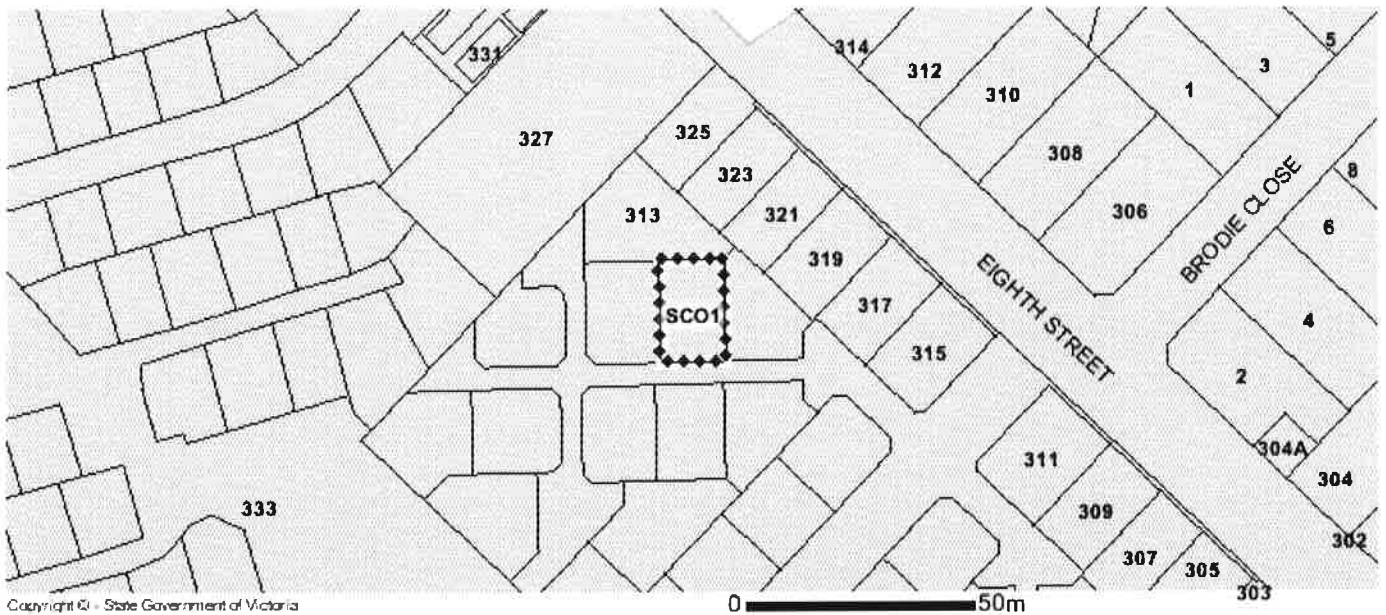
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



 SCO - Specific Controls

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 27 May 2021.

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>

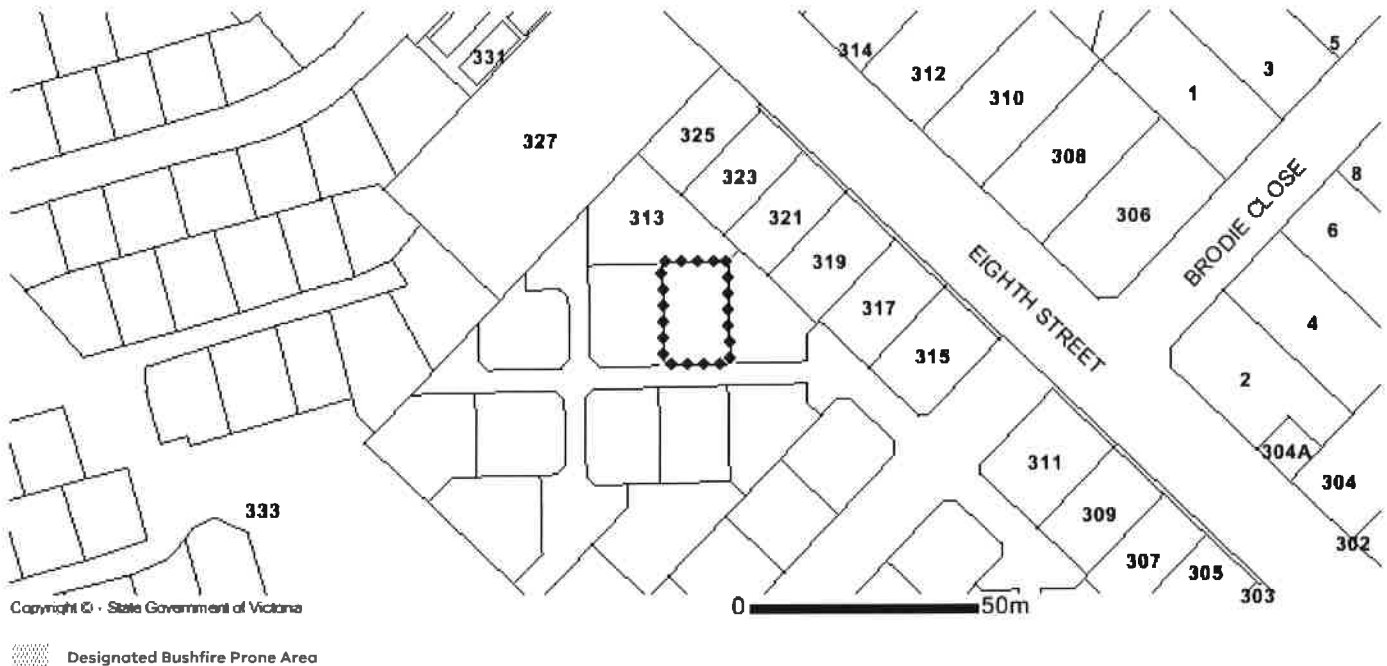
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

**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 <http://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 www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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

OWNERS CORPORATION CERTIFICATE

Owners Corporation Number: PS537857Q
Owners Corporation Address: 303-325 Eighth Street, Mildura, Vic, 3500
Owners Corporation Postal Address: PO Box 3377, Mildura, Vic, 3502
Applicant for the Certificate: Mildura Property Transfers for Vendor
Address for the delivery of the Certificate: jenni@mildurapropertytransfers.com.au
Date that the application was received: 16/06/2021
Reference: Park View Villas OC

This certificate is issued for Lot 13, 40/313 Eighth Street, Mildura, Vic, 3500 on Plan No PS537857Q.

1. The current levy fees for the above Unit are \$1,167.40 per annum. The financial year is 01/10/2020 to 30/09/2021.
2. The levy fees paid as at 18/06/2021 for the current financial year: \$875.55
3. **Outstanding levy fees as at 18/06/2021: \$Nil**
4. **Levy Fees yet to be issued for 01/07/2021 to 30/09/2021: \$291.85**
5. The following special fees for levies have been struck and are payable on the dates indicated below: Nil
6. The Owners Corporation has performed or is about to perform repairs, work or act which may incur an additional charge to that set out above in the annual fees. Nil
7. The Owners Corporation presently has the following insurance cover: - Certificate of Currency attached.
Name of Company: CHU Underwriting Agencies Pty Ltd
No of Policy: 27871
Kind of Policy: Residential Strata Insurance
Buildings Amount: \$14,437,238
Public Liability Amount: \$10,000,000
Buildings Covered: All buildings on PS537857Q
Renewal Date: 21/10/2021
8. The total funds held by the Owners Corporation at 18/06/2021 were \$60,317.85. Refer to attached Balance Sheet.
9. Are there any liabilities of the Owners Corporation, other than those shown in other parts of the certificate? No
10. Are there any current contracts, leases, licences or agreements affecting the common property? Yes
- Currently in the process of arranging a contract for gardening services with Shawn's Mowing & Handyman Service
11. The Owners Corporation has not made any agreement to provide services to members, occupiers or the public for a fee.
12. Are there any notices or orders served on the Owners Corporation in the past 12 months that have not been satisfied?
No
13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? No
14. No proposal has been made for the appointment of an administrator except as follows:- Not applicable
15. The Owners Corporation has resolved to appoint Ace Body Corporate Management the Manager of the Owners Corporation.

THE COMMON SEAL of OWNERS CORPORATION NO PS537857Q

was affixed in accordance with section (1) 21 (2A) & 151 (4) (c) of the
Owners Corporations Act 2006 and in the presence of:

Signature of Owners Corporation Manager: -



Bruce Watson - Owners Corporation Manager
Business Licensing Authority Certificate of Registration Number 000968



Date: 21 / 06 / 2021

Attachments: Schedule 3 – Statement of Advice for prospective purchasers, Model Rules, Registered Special Rules, Unregistered revised Special Rules, Insurance Cert of Currency, Balance Sheet, and AGM Minutes dated: 08/12/2020

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

Schedule 3, Regulation 17, 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

1. 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.
2. 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
- c) 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.
2. 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 parties.
6. 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*.



Imaged Document Cover Sheet

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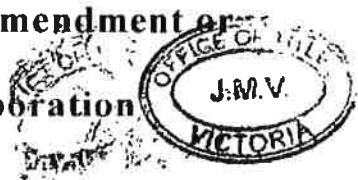
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Account # 19/11

Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporation
Act 2006



AG979662Q

Privacy
The info collected and is us maintain registers and records in the Victorian Land Registry

19/01/2010 \$56.40 OCAR

Lodged by: PARK VIEW VILLAS OWNERS CORPORATION 537857Q
 Name: PETER NEAVES
 Phone: 0400 076251
 Address: (P.O. Box 1004 MILOURA 3502) 303-325 EIGHTH ST MILOURA VIC 3500
 Reference:
 Customer Code: 13913 C

Owners Corporation Number 1 Plan number 537857 Q

Supplied with this notification is:

1. The copy of the rules of the Owners Corporation currently in force, certified by the Secretary.
2. The special resolution passed on 1.1.10.09 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: ~~9/12/09~~ 10/10/09

Signature of Secretary, Australian Legal Practitioner under the Legal Profession Act 2004 or agent of the Owners Corporation.

The common seal of Owners Corporation Number 1
 Plan number 537857 Q
 was affixed in accordance with
 Section 21 of the Owners Corporation Act 2006
 in the presence of:



Michael John Marouck
 Lot Owner 29
 Full name MICHAEL JOHN MAROUCK
 Address 24/23 EIGHTH STREET MILOURA VIC 3500

James Richard Allan Barr
 Lot Owner 23
 Full name JAMES RICHARD ALLAN BARR
 Address 30/313 Eighth Street MILOURA VIC 3500

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Park View Villas Owners Corporation 537857Q

ABN 23 449 751 192

Park View Rules, additional to the Model Rules which are applicable to all Owners Corporations

1. PAINTING OF UNITS

All external painting of Units will be the responsibility of the Owners Corporation. Current colours will be continued as closely as is practical. The cost of painting will form part of the annual budget and subsequently be included in the annual Owners Corporation fees.

2. GARAGE DOORS

To maintain continuity of the colour scheme should any owner need to replace their garage door the new door should be only of one colour, which should match, as closely as practical, the initial colour.

3. SECURITY DOORS

Any security doors (screen doors) fitted to the front of the Unit should match, as closely as possible, the colour of the garage door. Where such a door is fitted the owner should consider affixing the Unit number in a prominent place near the door to compensate for the loss of visibility of the number on the front door.

4. EXTERNAL ADDITIONS TO THE FRONT OF UNITS

Any additions on the front façade of units, such as external blinds or shutters, must only be attached to the unit with the prior approval of the Owners Corporation committee.

All units fronting on Eighth Street, no "shade sail" type awnings are to be attached to units.

Where they are considered desirable, for shade purposes, any blinds attached to side Verandah's should be of canvas of a colour as close as possible to the colour of garage doors (or match the existing colour scheme of the units) and must be approved by the Owners Corporation prior to attachment.

Blinds must not be of other materials such as shade cloth, bamboo.

5. TREES AND SHRUBS

A standard type of tree has been planted in front of all Units (other than those Units located on Eighth Street. Owners may remove the Silver Birch trees. This can be done, at the owner's expense.

In the event that a tree or trees are removed the owner may choose to replace the trees with suitable trees or shrubs. Such replacement trees or shrubs must have regard to size (both potential height and width) and drought resistance. The Owners Corporation Committee must be advised as to the type of replacement prior to planting to ensure it is suitable. The following are not suitable for the front or in the rear of the unit, poplar trees, willow trees, gum trees, claret ash and rubber trees.

Some owners may wish to put shrubs in pots at the front of their unit. This is permissible but the committee cautions owners that both the plant and the pot should be chosen with good taste and any such plant and pot are subject to review.

6. LAWN REPLACEMENT

Units 1-41

Replacement of the original lawn with artificial turf is acceptable, but must be done at the owner's expense. Other finishes, such as a garden mix soil & mulch planted with suitable ground cover plants (roses are acceptable), is also an acceptable solution to the problem.

No loose covering, such as stones, gravel, bark chips etc. are permitted nor is any extension of existing paving. Bark or wood chips are not advisable because of the potential problems they can cause with white ants.


Units located on Eighth Street

Either grass or artificial turf is acceptable. Other solutions such as drought resistant ground cover may be considered. Paving may be used but Mildura Rural City Council approval must be obtained first as regulations do exist which either limit the percentage of total ground area that may be paved or require the installation of special drainage.

7. ANIMAL PETS

Animals are permitted but must adhere to the Mildura Rural City Council by-laws relating to animals in a residential setting. If an animal causes a nuisance, and after being requested by the Owners Corporation to control the animal the nuisance persists, the Owners Corporation may request the Occupier to remove the animal. Cats must not be allowed to roam day or night, and must be kept in a run or inside the unit at night. In relation to an Investment property, if the Owner of a unit has banned all animals in their unit(s), their instructions will take precedent.

I, Maxwell Amos of Lot 45, 313 Eighth Street, Mildura being the Secretary of the Owners Corporation (537857Q) certify the above rules as being passed by the special resolution ballot.

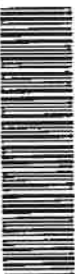
 (M. AMOS)

AG979662Q

19/01/2010

\$56.40

OCAR



Park View Villas Owners Corporation 537857Q

ABN 23 449 751 192

The Registered Special Rules AG979662Q of Park View Villas Owners Corporation PS537857Q have been slightly revised as follows. As per committee meeting of 04th February, 2019 these revised special rules have not been formally registered.

These Rules are in addition to the Model Rules which are applicable to all Owners Corporations.

1. PAINTING OF UNITS

All painting of the external façade of any Units will be the responsibility of the Owners Corporation. Current colours will be continued as closely as is practical. The cost of painting will form part of the annual budget and subsequently be included in the annual Owners Corporation fees.

2. GARAGE DOORS

To maintain continuity of the colour scheme should any owner need to replace their garage door the new door should be only of one colour, which should match, as closely as practical, the initial colour.

3. SECURITY DOORS

Any security doors (screen doors) fitted to the front of the Unit should match, as closely as possible, the colour of the garage door. Where such a door is fitted the owner should consider affixing the Unit number in a prominent place near the door to compensate for the loss of visibility of the number on the front door.

4. EXTERNAL ADDITIONS TO THE FRONT OF UNITS

Any additions on the front façade of units, such as external blinds or shutters, must only be attached to the unit with the prior approval of the Owners Corporation committee.

All units fronting on Eighth Street, no "shade sail" type awnings are to be attached to units.

Where they are considered desirable, for shade purposes, any blinds attached to side Verandah's should be of canvas of a colour as close as possible to the colour of garage doors (or match the existing colour scheme of the units) and must be approved by the Owners Corporation prior to attachment.

Blinds must not be of other materials such as shade cloth, bamboo.

5. TREES AND SHRUBS

A standard type of tree has been planted in front of all Units (other than those Units located on Eighth Street).

Owners may remove the Silver Birch trees. This can be done, at the owner's expense.

In the event that a tree or trees are removed the owner may choose to replace the trees with suitable trees or shrubs. Such replacement trees or shrubs must have regard to size (both potential height and width) and drought resistance.

The Owners Corporation Committee must be advised as to the type of replacement prior to planting to ensure it is suitable. The following are not suitable for the front or in the rear of the unit: Poplar trees, Willow trees, Gum trees, Claret Ash and Rubber trees.

Some owners may wish to put shrubs in pots at the front of their unit. This is permissible but the committee cautions owners that both the plant and the pot should be chosen with good taste and any such plant and pot are subject to review.

6. LAWN REPLACEMENT

6.1. Units 1-41

Replacement of any original natural grass lawn with artificial turf is acceptable where the type of artificial turf is of a suitable quality and appearance that has first been approved by the Owners Corporation (acting reasonably), but must be done at the owner's expense. Other finishes, such as a garden mix soil & mulch planted with suitable ground cover plants (roses are acceptable), is also an acceptable solution to the problem.

No loose covering, such as stones, gravel, bark chips etc. are permitted nor is any extension of existing paving. Bark or wood chips are not advisable because of the potential problems they can cause with white ants.

6.2. Units located on Eighth Street

Either natural grass lawn or artificial turf is acceptable where the type of artificial turf is of a suitable quality and appearance that has first been approved by the Owners Corporation (acting reasonably). Other solutions such as drought resistant ground cover may be considered.

Paving may be used but Mildura Rural City Council approval must be obtained first as regulations do exist which either limit the percentage of total ground area that may be paved or require the installation of special drainage.

7. ANIMAL PETS

Animals are permitted but must adhere to the Mildura Rural City Council by-laws relating to animals in a residential setting.

If an animal causes a nuisance, and after being requested by the Owners Corporation to control the animal the nuisance persists, the Owners Corporation may request the Occupier to remove the animal.

Cats must not be allowed to roam day or night and must be kept in a run or inside the unit at night. In relation to an Investment property, if the Owner of a unit has banned all animals in their unit(s), their instructions will take precedent.

8. KERBSIDE RUBBISH and RECYCLING BINS

8.1.

Save as provided in clause 8.2, all Kerbside Rubbish and Recycling Bins are to be normally kept by the Owner or Occupier of a Unit in the yard or garage of the relevant Unit to which they relate, out of plain sight from any common areas, and otherwise in such manner that the relevant Unit does not appear from such common areas to be unkept, unsightly, untidy, unclean or not properly maintained.

8.2.

All Kerbside Rubbish and Recycling Bins are to be placed for collection on the kerbside by an Owner or Occupier of a Unit on the evening before or the morning of the relevant collection and are to be otherwise removed by the said Owner or Occupier of a Unit for storage at the relevant Unit to which they relate in accordance with the preceding clause 8.1 not later than one day after such collection has taken place.

COVERAGE SUMMARY

Client:
OC537857
C/ - Ace Body Corporate Mildura
PO BOX 3377
Mildura VIC 3502

Broker Contact Details:
Broker: Jamie Keen
Phone: 8646 0236
Email: jamie@resolutepropertyprotect.com.au

Policy Class: CHU Residential
Policy No.: 27871

Client reference: RES VIC C0870
Period of Insurance: From: 21/10/2020
To: 21/10/2021

The summary below is not a policy document and is only an outline of the coverage.
The conditions and limitations of the Insurer's policy shall prevail at all times.

Insured Name: OC537857

Situation Address: 303-325 EIGHTH STREET MILDURA VIC 3500

Covering:**Policy 1: Insured Property**

Building:	\$14,437,238
Loss of Rent/Temporary Accommodation (15%):	\$2,165,585
Community Property (Common Area Contents):	\$55,125
Optional Paint Benefit (NSW only):	Insured

Policy 2: Public or Legal Liability: \$10,000,000

Policy 3: Voluntary Workers: \$3,000/\$300,000

Policy 4: Workers Compensation: Not Insured
(NSW, ACT, TAS & WA Only)

Policy 5: Fidelity Guarantee: \$250,000

Policy 6: Office Bearer's Legal Liability: Not Insured

Policy 7: Machinery Breakdown: \$50,000

Policy 8: Catastrophe Insurance:
(Insured Property): Not Insured
Extended Cover – Community Income/Temp: Not Insured
Accommodation/Storage: Not Insured
Cost of Storage & Evacuation: Not Insured

Policy 9: Government Audit Costs: \$25,000
Appeal Expenses – Common Property
Health and Safety Breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10: Lot Owners Fixtures & Improvements: \$250,000

Flood: Not Insured

Excesses:

\$1,000	Legal Defence Expenses each and every claim
\$500	Policy 1 - Insured Property. Standard Excess
\$500	Machinery Breakdown any event of any kind

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood. Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Water Damage Excess:

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Insurer: CHU Underwriting Agencies Pty Ltd
001 580 070
Level 21, 150 Lonsdale Street

MELBOURNE VIC, 3000

Supporting Insurer: QBE Insurance Limited
570 Bourke Street
Melbourne
VIC 3000

Proportion: 100%

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Disputes Resolution Service

Resolute Property Protect subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent and free external dispute resolution service for our clients. Please visit www.resolutepropertyprotect.com.au or contact our office for further details.



Statement of Financial Position As at 21/06/2021

Park View Villas Owners Corporation PS537857Q 303-325 Eighth Street, Mildura VIC 3500

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(19,485.58)
Owners Equity--Admin	52,730.26
	<u>33,244.68</u>
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	905.00
Owners Equity--Maintenance	16,786.86
	<u>17,691.86</u>
Net owners' funds	<u>\$50,936.54</u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	41,560.44
Receivable--Levies--Admin	9.65
	<u>41,570.09</u>
Maintenance Fund	
Cash at Bank--Maintenance	18,757.41
Receivable--Levies--Maintenance	1.23
	<u>18,758.64</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u>60,328.73</u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	8,325.41
	<u>8,325.41</u>
Maintenance Fund	
Prepaid Levies--Maintenance	1,066.78
	<u>1,066.78</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u>9,392.19</u>
Net assets	<u>\$50,936.54</u>



Owners Corporation PS537857Q (Park View Villas)

303-325 Eighth Street Mildura Vic 3500

15th December 2020

Dear Owner

Below are the **Interim Minutes** of the Annual General Meeting (AGM) of Owners Corporation PS537857Q (Park View Villas) held at 12.00pm on Tuesday 8th December 2020 at Ace Body Corporate Management Mildura, 102 Eighth Street, Mildura, VIC, 3500.

What are interim minutes?

A quorum was not present at the meeting. The meeting proceeded but all resolutions made are interim resolutions. In accordance with the Owners Corporations Act, 2006, Section 78, notice of all interim resolutions and the minutes of the meeting at which the interim resolutions were made must be forwarded to all lot owners within 14 days of the meeting. Please find below the minutes of that meeting. Section 78, sub-sect (4) of the Owners Corporations Act, 2006 states:

- (4) *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*
 - (c) *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 sub-section (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.

Interim Minutes of Annual General Meeting

1. Meeting attendance

a. Present

Helen Walker (Lot 1), Jeanette Wescombe (Lot 15), Eric Tomlinson (Lot 19), Albert Otten (Lot 21), Bruce Treen (Lot 27), Racheal Fyfe (Lot 32), Nilgun Safak (Lot 43) and Bruce Watson of Ace Body Corporate Management (Mildura).

b. Proxies

Lauravue Investments Pty Ltd (Lot 1) in favour of Helen Walker.

c. Apologies

Melanie Cunning (Lot 2), Tim Brown (Lot 4), Christine Delbridge (Lot 16), Fiona Dimasi (Lo 31), Jacqueline Sandow (Lot 42) and Leah Englefield (Lot 45).

d. Quorum & Entitlement to Vote

A quorum was not achieved. As such, these minutes have been issued as interim minutes as noted above.

2. Election of Chairperson for the AGM

Resolution: That Bruce Watson is elected Chairperson for the Annual General Meeting.

For: all, **Against:** None

3. Confirm receipt and approve minutes for the previous AGM held 27th November 2019.

Resolution: That the Owners Corporation acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

For: all, **Against:** None

4. Confirm receipt and approve Manager's Report

Resolution: That the Owners Corporation acknowledge and accept the Manager's Report as presented by the Manager.

For: all, **Against:** None

5. Confirm receipt and approve financial statements for the year ending 30th September 2020.

Resolution: That the Owners Corporation acknowledge and accept the financial statements as presented by the Manager.

For: all, **Against:** None

6. Building & liability insurance

- a. Discussed insurance cover details
- b. Sought approval to renew the insurance policy when premium becomes due.
- c. In the event of a claim the relevant lot owner would pay the applicable excess.

Resolution: The Owners Corporation resolves to renew the existing insurance policy in line with the rate of building cover currently held with the insurer.

Manager to refer to the Committee when insurance renewal comes in next year, should the premium requested exceed the approved budget or a more favourable offer is received through our broker.

For: all, **Against:** None

- d. Insurance replacement valuation report was discussed to ensure property is adequately insured

According to the *Owners Corporation Act 2006 – SECT 59 - Reinstatement and Replacement Insurance* legislation requires that buildings are insured for their full replacement and reinstatement value.

It is recommended a Professional Property Valuation by a Sworn Valuer is obtained every three to five years to ensure the buildings remain adequately insured and that insurance coverage is adjusted accordingly.

Motion: That the Owners Corporation **DOES NOT** obtain an insurance valuation report.

For: all, **Against:** None

Note: A copy of the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) for this insurance will be available at the AGM or can be downloaded from www.chu.com.au. A copy of the Financial Services Guide (FSG) for Resolute Property Protect Pty Ltd is available by contacting the office of ACE Body Corporate Management (Mildura). Please note that the Manager, Bruce Watson is an Authorised Representative of CHU Underwriting Agencies Pty Ltd, Whitbread Insurance Brokers and Resolute Property Protect Pty Ltd. ACE Body Corporate Management (Mildura) does receive a commission for insurance products.

Duty of Disclosure: The law requires an owners corporation to tell an insurer everything that they know (or could reasonably be expected to know in the circumstance) which is relevant to the insurers decision to insure the owners corporation and the terms on which the insurer offers insurance to the owners corporation. The duty applies before the owner's corporation enters into a contract with the insurer (that is, before the insurer accepts the owner's corporation application) and also each time the owner's corporation alters or renews the policy. If the Owners Corporation does not tell an Insurer everything that is relevant, they may reduce or refuse to pay a claim, cancel the policy or if the owners corporation acts dishonestly, invalidate the policy from its beginning and not be bound by it.

7. Repairs, maintenance, works & other matters

- a) **Grounds/Garden Maintenance:** - Noted that the current gardener has given notice to cease work at the complex once a new gardener is appointed. **Resolved** that the Committee would consider the quotes currently being obtained and make the decision on who the new gardener would be going forward.
- b) **Gutter Cleaning on the Gatehouse:** - Resolved to proceed with Gutter Vac as scheduled for October yearly.
- c) **White Ant/Pest Inspections & external spray treatment:**
Noted that the 2 yearly inspection was due again in April 2021.
Resolved to have the inspections and external spray treatment (for an extra \$15- per unit) proceed.
White Ant Inspection reports will be posted direct to Lot Owners. Whilst the Owners Corporation arranges the inspections and initial spray treatment, the Lot Owners will then be responsible for any follow up action or treatment.
NOTE: The Owners Corporation is not responsible for any action required in the reports or the terms and conditions of the report from the pest inspection operator.
Please also note: Those lot owners who still have the 4 yearly pipe refills performed under the prevention warranty system, will need to contact Mildura & District Pest Management direct to ascertain when their next fill is required. This treatment will continue to be at the lot owner's cost.
- d) **Fire Service Maintenance:** - Resolved to continue with Regional Fire Testing.
- e) **Other Maintenance Matters:** -
- Noted there were some issues with the irrigation especially along the front section, which may require more major works in the future. **Resolved** that the Committee would continue to monitor and arrange repairs as necessary.
 - Noted that areas of the artificial lawn have deteriorated badly with those at the front, in particular. This is the showcase area for the complex and consideration should be given to an upgrade. An idea might be to consider replacing the carpeted areas with actual lawn which would then give an overall uniform appearance at the front. **Resolved** that this be referred to the Committee for further consideration and how this would be best managed going forward.
 - Noted that there was a proposal for a formal Capital Maintenance Plan to be prepared by an appropriately qualified professional. This document would formally identify future capital works requirements along with associated costs. The plan is prepared for 10-15 years in advance but is still subject to variation at any stage. A quote of \$869-40 from QIA Group has been obtained by the Manager. **Resolved** to proceed with the plan and Manager to order.
 - Noted that the lawn carpet area against the pathway near the front entrance has dropped away and could present a safety hazard if left as is. **Resolved** that the Committee and Manager would arrange for an appropriate repair.
 - Noted that several of the front fence panels had serious rust issues and would need replacing. **Resolved** that the Manager would follow up on a quote for replacement of the affected panels for a decision by the Committee.

For: all, Against: None

PLEASE NOTE: Unit Gutter Cleaning and Air Conditioner Servicing are a lot owner responsibility.

8. Safety Assessment Report

An Owners Corporation (owners/residents) has a duty of care, as far as practical, to ensure the common property is presented as a safe environment for persons to enter and exist and should any hazards or risks come to the attention of owners, they should be promptly reported to the office of the Manager for attention.

Please Note: A Building Health & Safety Report was carried out in May 2017 by AESG.

Motion: That the Owners Corporation DOES NOT undertake a common property safety inspection on common property this year.
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For: all, Against: None

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.

<i>Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)</i>	<i>Must be registered as a business for tax purposes in Australia. Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover).</i>
--	--

	<p>Must have a minimum \$1 million Professional Indemnity Insurance (where applicable).</p> <p>Must have Statutory Workers Compensation Insurance for all employees.</p> <p>Must hold all licenses as relevant to services provided.</p> <p>Must accept the Owners Corporation's Terms and Conditions of engagement.</p>
Definitions:	<p>Contractor: means a person or organization that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.</p> <p>Work Order: means a written order providing specific or blanket authorization to a contractor to proceed with the provision of specific goods or services without further instructions.</p>

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 those contractors.

9. Annual Budget – 2020/2021 Financial Year

The following budget was approved.

	Last budget 2019/2020	Actual 2019/2020	Approved Budget 2020/2021
Admin – Other Expenses – Admin	\$520.00	\$520.00	\$620.00
Admin – Management Fees - Standard	\$9,984.00	\$9,984.00	\$10,820.00
Admin – Management Fees - Disbursements	\$2,496.00	\$2,496.00	\$2,700.00
Admin – Agent Disburst – Other	\$180.00	\$55.00	\$180.00
Insurance Premiums	\$16,000.00	\$15,590.92	\$15,300.00
Maintenance Allowance (General)	\$7,200.00	\$263.45	\$1,000.00
Maintenance Building – Fire Protection	\$250.00	\$173.80	\$250.00
Maintenance Building – Pest/Vermin Control	\$0.00	\$110.00	\$5,700.00
Maintenance Grounds – Fencing - Boundary	\$500.00	\$0.00	\$500.00
Maintenance Grounds – Irrigation Systems	\$2,500.00	\$2,531.09	\$2,500.00
Maintenance Grounds – Landscaping	\$1,000.00	\$0.00	\$1,000.00
Maintenance Grounds – Lawns & Gardening	\$14,000.00	\$11,923.50	\$15,000.00
Maintenance Grounds – Tree Lopping/Removal	\$1,000.00	\$709.50	\$1,000.00
Utility – Electricity	\$800.00	\$1,046.84	\$1,000.00
Utility – Water & Sewerage	\$3,500.00	\$2,874.56	\$3,300.00
Administration Fund	\$59,930.00	\$48,278.66	\$60,870.00
Maintenance Fund Provision	\$7,800.00		\$7,800.00
Total	\$67,730.00	\$48,278.66	\$68,670.00

Motion: That the Owners Corporation approve the budget as proposed by the Manager. Further, that the Manager has the authority to raise a special levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

For: all, **Against:** None

10. Lot Owner Fees – 2020/2021 Financial Year

The approved contributions per lot are calculated by multiplying each owners' lot liability by the total to be Raised as per below. If the annual budget changes, the proposed contributions will change.

- Refer Annexure 'A'

Motion: That the Owners Corporation approve the lot owner fees as proposed by the Manager and that the fees be payable in quarterly instalments as follows: December 2020, March 2021, June 2021, and September 2021.

For: all, **Against:** None

11. General Business

a. Election of Committee & Chairperson for the Owners Corporation

Motion: That the Owners Corporation elect the following Committee and Chairperson (lot owner or person who holds proxy for a lot owner): Jeanette Wescombe (Lot 15), Albert Otten (Lot 21), Bruce Treen (Lot 27), Keren Douglas (Lot 30) and Racheal Fyfe (Lot 32) with Racheal Fyfe elected as Chairperson.

For: all, **Against:** None

b. Election of Secretary for the Owners Corporation

Motion: That the Owners Corporation appoint Ace Body Corporate Management (Mildura) as Secretary of the Owners Corporation, but with no voting rights.

For: all, **Against:** None

c. Overdue contributions (arrears)

- i. Presented arrears report – \$4157.04.
- ii. Discussed approval for manager to recover debts

Motion: That the Owners Corporation allow the Manager, at its discretion and when required, to submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporations Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

For: all, **Against:** None

Please Note: The Owners Corporation would always consider financial hardship on a case by case basis with a view to obtaining a suitable payment plan. However full details must be submitted in writing for approval by the Owners Corporation prior to any arrangement being agreed too.

d. Penalty Interest – discussed whether owners want penalty interest levied for late payment of fees

Motion: That the Owners Corporation apply penalty interest in accordance with the Owners Corporations Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will be equal to the maximum rate of interest payable under the Penalty Interests Rates Act 1983. Further that the Owners Corporation refer all requests for the removal of Penalty Interest to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith

For: all, **Against:** None

e. Report Disputes to Meeting – (Part 10, Owners Corporations Act 2006)

There are no complaints, disputes or breaches of rules reported to the Manager.

f. Special & unanimous resolutions – none proposed

g. Manager's Contract of Appointment

Motion: That the Owners Corporation appoint Ace Body Corporate Management (Mildura) as the Manager of the Owners Corporation for a further 3-year term. That the Owners Corporation, in accordance with the Owners Corporations Act 2006 Part 6 Section 119, appoint two persons who are owners (or a director of a corporation who is a lot owner) of separate lots to execute a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal.

For: all, **Against:** None

h. Delegations

Resolution: That the Owners Corporation delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporations Act 2006 Section 11, except where a special or unanimous resolution is required. This delegation will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected.

For: all, **Against:** None

i. Other business – Refer attachment regarding change of Committee Chairperson

j. Close of meeting – as there was no further business to discuss, the meeting was closed at 1:20 PM

Note from New Chairperson.

During today's Park View Villas AGM, we had a change of committee chairperson. Bruce Treen who has held this position for some years, has decided to take a well earned year off and Racheal Fyfe will be replacing Bruce in this role.

A couple of notes that Racheal wanted to share with you:

- Beautification of Park View Villas will be a priority of the 2021 committee, you will see some wonderful inroads have already occurred in our complex entrance; a new sign already erected and new lights and plants to come in the very near future.
- A new Gardner will be appointed with a re negotiation of gardening expectations and contract inclusions – more on this to come
- The Committee have endorsed a Maintenance Plan Report to be commissioned that will detail all upkeep requirements specifically to Park View Villas, priorities of these items and then the regularity of these items: i.e. External Painting Schedule. This is a key document that all owners will have transparency of, to see where our Body Corporate Fees are being spent and the value of having such a Body Corporate Committee in place.
- On a social note, we held our traditional Christmas Party last week and it was so wonderful to see the diversity of our community and all coming together to celebrate the wonder of neighbours; stay tuned for the next one as we all decided these should be more often.
- We have vacancies for the Body Corporate Committee, our next meeting will be on Thursday 17th December at 12pm where a 2021 meeting schedule shall be determined. This is not much of a time commitment at all but a sure-fire way to influence and make decisions on where we live or invest.
- As your new Chairperson, I am here for you but remember ACE is always your first point of call.
- And saving the very best to last.... An enormous thank you to Bruce Treen for the work he has led in his role of chairperson previously, I am not going to fill these shoes as it's an expectation that I will not achieve but I'll try my best... our thanks Bruce.

Annexure A

Owners Corporation PS537857Q (Park View Villas)

303-325 Eighth Street, Mildura

Approved 2020/2021 Financial Year - Lot Owner Fees

Lot No.	Unit No.	Lot Liability	Admin Fund	Maint Fund	Total Annual fee 2020-2021
1	303	19	\$1,156.53	\$148.20	\$1,304.73
2	305	21	\$1,278.27	\$163.80	\$1,442.07
3	307	19	\$1,156.53	\$148.20	\$1,304.73
4	309	20	\$1,217.40	\$156.00	\$1,373.40
5	311	25	\$1,521.75	\$195.00	\$1,716.75
6	315	23	\$1,400.01	\$179.40	\$1,579.41
7	317	20	\$1,217.40	\$156.00	\$1,373.40
8	319	21	\$1,278.27	\$163.80	\$1,442.07
9	321	18	\$1,095.66	\$140.40	\$1,236.06
10	323	18	\$1,095.66	\$140.40	\$1,236.06
11	325	18	\$1,095.66	\$140.40	\$1,236.06
12	41/313	17	\$1,034.79	\$132.60	\$1,167.39
13	40/313	17	\$1,034.79	\$132.60	\$1,167.39
14	39/313	19	\$1,156.53	\$148.20	\$1,304.73
15	38/313	26	\$1,582.62	\$202.80	\$1,785.42
16	37/313	17	\$1,034.79	\$132.60	\$1,167.39
17	36/313	21	\$1,278.27	\$163.80	\$1,442.07
18	35/313	19	\$1,156.53	\$148.20	\$1,304.73
19	34/313	21	\$1,278.27	\$163.80	\$1,442.07
20	33/313	16	\$973.92	\$124.80	\$1,098.72
21	32/313	25	\$1,521.75	\$195.00	\$1,716.75
22	31/313	18	\$1,095.66	\$140.40	\$1,236.06
23	30/313	17	\$1,034.79	\$132.60	\$1,167.39
24	29/313	17	\$1,034.79	\$132.60	\$1,167.39
25	28/313	19	\$1,156.53	\$148.20	\$1,304.73
26	27/313	17	\$1,034.79	\$132.60	\$1,167.39
27	26/313	17	\$1,034.79	\$132.60	\$1,167.39
28	25/313	20	\$1,217.40	\$156.00	\$1,373.40
29	24/313	20	\$1,217.40	\$156.00	\$1,373.40
30	23/313	20	\$1,217.40	\$156.00	\$1,373.40
31	22/313	17	\$1,034.79	\$132.60	\$1,167.39
32	21/313	17	\$1,034.79	\$132.60	\$1,167.39
33	20/313	19	\$1,156.53	\$148.20	\$1,304.73
34	19/313	15	\$913.05	\$117.00	\$1,030.05
35	18/313	22	\$1,339.14	\$171.60	\$1,510.74
36	17/313	18	\$1,095.66	\$140.40	\$1,236.06
37	16/313	19	\$1,156.53	\$148.20	\$1,304.73

38	15/313	16	\$973.92	\$124.80	\$1,098.72
39	14/313	20	\$1,217.40	\$156.00	\$1,373.40
40	13/313	18	\$1,095.66	\$140.40	\$1,236.06
41	12/313	15	\$913.05	\$117.00	\$1,030.05
42	11/313	22	\$1,339.14	\$171.60	\$1,510.74
43	10/313	17	\$1,034.79	\$132.60	\$1,167.39
44	9/313	23	\$1,400.01	\$179.40	\$1,579.41
45	8/313	18	\$1,095.66	\$140.40	\$1,236.06
46	7/313	20	\$1,217.40	\$156.00	\$1,373.40
47	6/313	19	\$1,156.53	\$148.20	\$1,304.73
48	5/313	27	\$1,643.49	\$210.60	\$1,854.09
49	4/313	23	\$1,400.01	\$179.40	\$1,579.41
50	3/313	18	\$1,095.66	\$140.40	\$1,236.06
51	2/313	17	\$1,034.79	\$132.60	\$1,167.39
52	1/313	15	\$913.05	\$117.00	\$1,030.05
Total to be Raised		1000	\$60,870.00	\$7,800.00	\$68,670.00
		1000	\$60,870.00	\$7,800.00	\$68,670.00



Mildura Rural City Council

Internal Use Only



TAX INVOICE

Ms L N Reynolds
PO Box 2127
FELIXSTOW SA 5070



1020643
R3_10267

Total Rates & Charges For this Year
\$2,269.30
Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description

Unit 40 313 Eighth Street MILDURA VIC 3500
Lot 13 PS 537857Q Sec 10 Blk E

AVPCC: 120 - Single Strata Unit/Villa Unit/Townhouse

RATING DETAILS

Residential Rate	0.00620605	275000	\$1,706.66
Waste Management	434.79	1	\$434.79

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)	113.00	1	\$113.00
Residential Fire Levy (Variable)	0.000054	275000	\$14.85



PAYMENT DEADLINES EXTENDED First instalment due by 14 October 2020. Second instalment due by 14 December 2020.	COVID-19 SUPPORT Relief options are available to assist ratepayers experiencing financial hardship. Visit mildura.vic.gov.au/coronavirus or call us for details.
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TOTAL AMOUNT **\$2,269.30**

Payment In full Due 15 Feb 2021 \$2,269.30	Or	1st Instalment Due 14 Oct 2020 \$567.31	2nd Instalment Due 14 Dec 2020 \$567.33	3rd Instalment Due 28 Feb 2021 \$567.33	4th Instalment Due 31 May 2021 \$567.33
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Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices. Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Ms L N Reynolds **Payment In Full: \$2,269.30**
 Unit 40 313 Eighth Street MILDURA VIC 3500 **Or 1st Instalment: \$567.31**
 Assessment No: 32061



Biller code: 93922
Ref: 320614

BPAY this payment via Internet or phone banking.
BPAY View®. View and pay this bill using internet banking.
BPAY View Registration No.: 320614

POST billpay



Full Payment *41 320614



Post Billpay Biller code: 0041
Ref: 320614

Pay in person at any post office, phone
13 18 16 or go to postbillpay.com.au

Centrepay Ref:
555 054 730B

Internal Use Only



MILDURA
741 - 759 Fourteenth Street Mildura 3500
PO Box 1436 Mildura 3502
AUSDOC DX 50023
Tel: (03) 5051 3400 Fax: (03) 5051 3430

SWAN HILL
73 Beveridge Street Swan Hill 3585
PO Box 1447 Swan Hill 3595
AUSDOC DX 30164
Tel: (03) 5036 2150 Fax: (03) 5036 2160



KERANG
55 Wellington Street Kerang 3519
PO Box 547 Kerang 3579
AUSDOC DX 57906
Tel: (03) 5450 3960 Fax: (03) 5450 3967



24 Hour Supply Emergency
1800 808 830

Reference No. 048815

Amount Due \$175.05

URBAN ACCOUNT

Due Date 14-MAY-2021

385363-001 031729(72011) U
MS LN REYNOLDS
PO BOX 2127
FELIX STOW SA 5070

Date Of Issue 8/04/2021

Tariffs and Charges Notice
4th Quarter 2020/21
01/04/2021 - 30/06/2021

POST *850 700488158

Property Address : 40/313 EIGHTH STREET MILDURA VIC 3500 (Prop:48815) - Urban Account
Lot 13 PS 537857Q Bk E Sec 10 Vol 11029 Fol 695

	Charge	Balance
Water Service Tariff	52.09	52.09
Sewerage Service Tariff	122.96	122.96

TOTAL OWING \$175.05



LM#054G

Payment Slip - Methods of Payment

Online at lmw.vic.gov.au - Pay your Account

048815

40/313 EIGHTH STREET MILDURA VIC 3500 (Prop:48815) - Urban Account



Direct Debit
Please contact your local office.



*850 700488158

\$175.05



Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payment, simply call any Lower Murray Water Office.

	Billers Code: 78477 Ref: 7004 8815 8
BPAY® - Make this payment via internet or phone banking. BPAY View® - Receive, view and pay this bill using internet banking. BPAY View Registration No: 7004 8815 8	

Amount Due **\$175.05**



Billpay Code: 0850
Ref: 7004 8815 8

Pay in person at any Post Office.



Billers Code: 78477
Ref: 7004 8815 8

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



Payment Ref: 7004 8815 8
By Phone
Pay by phone (03) 8672 0532.
Standard call charges apply.

See reverse for In Person and By Mail options

Residential Rental Agreement.

40/313 EIGHTH STREET MILDURA VIC 3500

Residential Tenancies Act 1997 (Including any subsequent replacement or amended Act)

1. This agreement is made on the date specified in item 1 in the Schedule hereto between the Residential Rental Provider whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the Renter whose name and address is specified in item 4 of the Schedule.

Premises and Rent

The Residential Rental Provider lets to the Renter and Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the Rental shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the Renter to the party specified in item 8 in the Schedule.

Bond

The Renter shall pay a Bond of the amount specified in item 9 of the Schedule to the Residential Rental Provider/Agent on or before the signing of this Agreement.

In Accordance with the Residential Tenancies Act 1997, or any subsequent replacement Act, the Residential Rental Provider/Agent must lodge the Bond with the Residential Tenancies Authority within 5 business days of receiving the Bond.

Fixed Term Rental

The term of this Agreement shall be specified in item 11 of the Schedule Commencement on the date specified in item 12 in the Schedule and Ending on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic Rental.

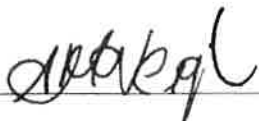
OR

Periodic Rental

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with Residential Tenancies Act 1997.

2. Condition of the Premises
The Residential Rental Provider shall make sure that the premises are maintained in good repair.
3. Damage to the Premises
 - (a) The Renter shall make sure that care is taken to avoid damaging the rented premises.
 - (b) The Renter must take reasonable care to avoid damaging the premises and any common areas.
 - (c) The Renter who becomes aware of the damage to the rented premises must give notice to the Residential Rental Provider of any damage to the premises as soon as practical.
4. Cleanliness of the premises
 - (a) The Residential Rental Provider shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Renter shall enter into occupation of the premises.
 - (b) The Renter shall keep the premises in a reasonably clean condition during the period of Rental.
5. Use of premises
 - (a) The Renter shall not use or allow the premises to be used for any illegal purpose.
 - (b) The Renter shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause any interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.
6. Quiet Enjoyment
The Residential Rental Provider shall take all reasonable steps to make sure that the Renter has quiet enjoyment of the premises.
7. Assignment or sub-letting
 - (a) The Renter shall not assign or sub-let the whole or any part of the premises without the written consent of the Residential Rental Provider. The Residential Rental Provider's consent shall not be unreasonably withheld.
 - (b) The Residential Rental Provider shall not be liable for any fees, costs or charges incurred by the Residential Rental Provider in relation to the preparation of an assignment in writing pursuant to this Agreement.
8. Residential Tenancies Act 1997 – or any subsequent replacement of The Residential Tenancies Act 1997.
Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties)

Signed by Renter/s:



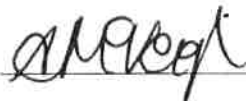
Date:

8.5.20

Additional terms which do not take away the rights and duties Included in the Residential Tenancies Act 1997 are set out in this section:

9. The Agreement may be amended only by an Agreement in writing signed by the Residential Rental Provider or Agent and the Renter.
10. The Renter acknowledges that they have inspected the rented premises and agree to accept the property in its present condition.
11. The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Residential Rental Provider or Agent in relation to the suitability of the premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein, or any future or intended improvements to the premises.
12. The Renter hereby acknowledges that only those persons named in Item 4 of the Schedule may occupy the premises. No additional person/s shall occupy the premises without the prior written consent of the Residential Rental Provider or Agent. In the case where there is more than one renter being named in Item 4 of the Schedule and one of the said renters wishes to vacate, then Barry Plant Real Estate must be notified immediately. If a substitute renter is to occupy the premises he/she will first submit a Rental application form to Barry Plant Real Estate and gain the permission of the Residential Rental Provider before moving into the rented premises. Furthermore, the renters acknowledge and agree that there may be a fee payable to the agent for the preparation of an assignment in writing of this Agreement.
13. The Renter shall not use the premises, or part thereof, for any purposes other than for residential purposes without the written consent of the Residential Rental Provider.
14. The Renter acknowledges that whilst all due care has been taken by the Residential Rental Provider and the Agent, it cannot be guaranteed that all keys held by previous occupiers of the property have been returned.
15. The Residential Rental Provider acknowledges the Renter's right to change the locks on the premises providing a duplicate is supplied to the Agent. The Residential Rental Provider also acknowledges the Renter's right to change the alarm code on the premises providing the Agent is immediately advised of the new alarm code.
16. The Renter shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
17. The Residential Rental Provider/Agent does not guarantee that the premises has a telephone line that is connected from the rented premises to the street poles or to the phone exchange. The Renter hereby agrees that all costs in connection with a fixed phone line to the property are at their own expense, and that any plate fixtures or fittings at the property does not indicate that there is a fixed phone line in place.
18. The Residential Rental Provider/Agent does not guarantee that the phone line is capable of carrying at least ADSL2+ internet service and that there is more than one ISP that can provide internet service to the rented premises.
19. The Residential Rental Provider/Agent does not guarantee that the premises can be connected to the NBN, or that any plate fixtures or fittings at the rented premises indicates that NBN is available to be provided.
20. The Renter hereby agrees that the Residential Rental Provider is not responsible for the costs associated with the installation or maintenance of NBN services, including but not limited to connections, servicing and batteries that may be required.
21. The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium. The Residential Rental Provider may make an application for compensation against the Renter as a result expenses incurred as a consequence of any breach of this term.
22. The Renter shall indemnify the Residential Rental Provider for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Renter or anyone on the premises with the consent of the Renter. Without limiting the generality of the foregoing, the Renter shall indemnify the Residential Rental Provider for the cost of repairs to plumbing blockages caused by the negligence or misuse of the renter.
23. The Renter shall notify the Residential Rental Provider or Agent immediately upon becoming aware of any damage or defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983 and Wrongs Act 1958.
24. The Renter shall indemnify the Residential Rental Provider against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Renter and/or any invitees.
25. The Renter acknowledges that it is the Renter's responsibility upon the termination of the Agreement to deliver the keys to the premises to the Agent's office and to continue paying rent until such time as the keys are delivered. The renter further understands that they must return to the agent, any extra duplicate keys that the renter has made.
26. The Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

Signed by Renter/s:



Date:

8/5/20


27. The Renter shall at the Renter's expense replace all consumable items such as lighting tubes, globes and down-lights to the premises, which become defective during the term of the Rental unless the defect is proven to be caused by faulty wiring.
28. The Renter shall not hang out any clothes outside the premises other than where provision for the hanging clothes has been provided.
29. The Renter shall deposit all rubbish including cartons and newspaper in a proper rubbish receptacle with a close fitting lid as required by Health Department of Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection by the Local Council or Health Department and returned to its allotted place. The renter agrees to ensure that recyclable goods are disposed of in the allocated recycling bins, general household rubbish is only to be placed in the rubbish bin, and that garden waste is placed in the green recycling bin (if supplied).
30. The Renter hereby acknowledges and agrees to monitor and clean the filters and vents at the property. This includes, but is not limited to, exhaust fans, return air vents, ducted heating and cooling, split air conditioner filters and range hood filters. Such items must be cleaned regularly to avoid clogging and building up grime and/or dust. Furthermore all rooms are to be kept well ventilated to avoid the presence and/or build-up of mould. Any mould should be cleaned/treated with an appropriate cleaning agent, and the Residential Rental Provider or Agent must be notified.
31. The Renter must not install any fixed or portable pool, spa, Jacuzzi or any such structures used for swimming, paddling or wading. In accordance with Building Regulations 2006, part 703 and 1220 it is illegal to have such structures on the premises without the correct safety barriers. The Renter hereby agrees and acknowledges not to install any swimming pool, spa, Jacuzzi and any such structures used principally for swimming, paddling or wading. Please note: a swimming pool means a swimming pool or spa or any excavation or structure capable of containing a depth of water greater than 300 millimeters.
32. The Renter shall not keep or use inside the premises any portable gas bottle appliances, kerosene heaters, oil burning heaters or heaters of similar kind, but not limited to outdoor gas patio heaters, charcoal heaters or wood chip heaters. Outdoor patio heaters may be used outdoors only, and must not be used inside the rented premises.
33. The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
34. The Renter shall allow the Residential Rental Provider or his Agent to put on the premises a notice or notices 'for lease' during the last month of the term of this Agreement.
35. The Renter agrees to allow access for re-letting purposes for at least the last 14 days of the Rental period, in accordance with the Residential Tenancies Act 1997.
36. The Renter shall also allow the Residential Rental Provider or his Agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the Residential Rental Provider or his Agent to present the property to prospective purchasers or Renters upon 24 hours' notice or by Agreement with Renter and the Residential Rental Provider or the Residential Rental Provider's Agent, consistent with the governing legislation.
37. No consent or waiver of any breach by the Renter of the Renter's obligations under the Residential Tenancies Act 1997 shall prevent the Residential Rental Provider from subsequently enforcing any of the provisions of the Agreement.
38. The Renter agrees to observe and be bound by the Constitution and/or Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Residential Rental Provider. The Standard Rules of the Owners Corporation Regulations, if not amended, apply to all Owners Corporations.
39. A Residential Rental Provider under a fixed term lease agreement must not increase the rent before the term ends unless the agreement provides for a rent increase within the fixed term of a specified amount. The Residential Rental Provider acknowledges that they must not increase the rent at intervals of less than 12 months.
40. The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or land or common property on which it is situated to their original condition forthwith.
41. The Renter acknowledges that pursuant to The Residential Tenancies Act 1997, the Renter shall not refuse to pay rent on the ground that the Renter intends to regard as rent paid by the Renter, the Bond or any part of the Bond paid in respect of the Premises. The Renter acknowledges that failure to abide by this section of The Act may render the renter liable to a penalty of 20 penalty units.

Signed by Renter/s: _____

Date: 8/5/20

42. The Residential Rental Provider must provide smoke detectors to the rented premises in accordance with Building Regulations. The Renter must not tamper with, cover or remove the battery at any time. If during the term of the Rental the Renter becomes aware that the smoke detectors is not, or may not be in proper working order, the Renter is required to notify the Agent immediately.
43. The Renter acknowledges that the Residential Rental Provider's insurance policies will not provide cover for the Renters possessions. The Renter hereby acknowledges that they have been advised that insurance is available to protect their belongings and to cover damages to the Residential Rental Provider's property that they may be held liable for.
44. The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water system, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Residential Rental Provider, to relight a pilot where this is the only issue the Renter will be liable for all costs.
45. The Renter is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith's charges where keys are mislaid or lost.
46. The Agent does not guarantee that spare keys for the property are available. Misplaced or lost keys may require a locksmith to assist Renters back into their rental property – this is at the Renters cost.
47. If the Renter wishes to vacate the property prior to the expiration of this lease, the renters agree to the following:-
 - (a) Pay all rent until a suitable replacement renter commences a Rental or the expiration of the lease, whichever happens first, and pay all costs as required to maintain lawns, gardens and any other services required to keep the property in accordance with this agreement.
 - (b) Pay advertising & board costs associated with the re-letting, calculated on a pro rata basis based on the balance of the lease term plus GST.
 - (c) Pay letting fees, calculated on a pro rata basis based on the balance of the lease term plus GST.
 - (d) Pay costs relating to database checks on applicants.
 - (e) It is further agreed that the Bond will be held by the RTBA until such time as the premises has been re-let and these costs are paid by the renter, or the renter agrees to deduct these costs from the Bond.
48. The Renter understands and accepts that payment for water usage is the Renter's responsibility in all properties that are separately metered. Furthermore, it is the Renter's responsibility to arrange meter readings to be taken when they enter into occupation of the premises and again when they vacate the premises. Failure to do so may result in water being charged for dates outside of their Rental period.
49. The Renter shall not paint or affix any sign or antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without prior written consent of the Residential Rental Provider or Agent.
50. The Renter must ensure that all furniture in the premises (particularly heavyweight items) is securely positioned to safeguard against the risk of injury. The Renter may submit a written request to the Residential Rental Provider or Agent for furniture to be affixed to the premises, which the Residential Rental Provider or Agent must not unreasonably refuse.
51. The Renter understands and accepts the Agent will conduct routine inspections in accordance with the provisions of The Act. Digital photographs and video of the property may be taken to provide the owner with a visual record of the property as required.
52. The Renter acknowledges that the Agent may not accept rental payments in cash via the office without prior approval. Payments can only be made in the manner specified in Item 8 of the Schedule. All rental payments shall be made in full, on time and in advance. Any costs incurred by the Agent to retrieve rental arrears or to process additional part payments shall be met by the Renter.
53. The Renter hereby agrees to professionally steam clean all carpets at the rented premises at the termination of their Rental, and return the premises in a reasonably clean condition in accordance with The Residential Tenancies Act.
54. The Renter hereby agrees that the interior of the premises is strictly non-smoking. Smoking may be permitted outside, however doors and windows adjoining must be closed to prevent any smoke entering the premises.
55. Where floorboards are fitted within the rental premises, the Renter acknowledges that appropriate care must be taken to ensure that the floors are not marked or dented by the movement of furniture or high heeled shoes. The Renter agrees to use protective pads on the base of furniture to minimize scratches. The renters also agree to use a dry flat mop to avoid water damage to the floorboards.
56. The Renter hereby agrees that the Agent/Residential Rental Provider will provide all Renter phone and email contact details to maintenance contractors and suppliers throughout the Rental period, to facilitate access to the property to enable the Residential Rental Provider to carry out their Duties under the Act.

Signed by Renter/s:



Date: 8/5/20

57. If the Renter wishes to vacate the premises at the expiration of this Agreement the Renter shall give the Residential Rental Provider or Agent written notice of the Renter's intention to vacate 28 days prior to the expiration of the Agreement.
58. If the Renter remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the Renter must give written notice of the Renter's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.
59. The Renter hereby agrees to pay the rent to the vacating date and/or upon delivery of vacant possession. The Renter agrees that any variation of the vacating date must be applied for in writing and agreed to by the Residential Rental Provider or the Agent, and if necessary any approved renter for the rented premises.
60. The renter/s acknowledge that the written condition report with photographs may be given by hand or electronically provided by email at the time and collecting the keys or prior to the commencement of the Rental. The condition report is to be completed, signed and returned to our office within 3 business days after the commencement of the Rental. Any additional comments or alterations to the report may be supported by accompanying photos.
61. The renter/s acknowledge that they have been advised that if the condition report is not returned within 3 business days after the Rental has commenced, the agents copy will be kept on file confirming the condition of the property and will act as the true original condition report of the property. This original version will be used as evidence at the end of the Rental.
62. The Renter acknowledges and confirms that where the Agent/Residential Rental Provider requires written notice, a SMS / text message will not be accepted as written notice for the purpose of this lease.
63. The renter/s hereby agree to take full responsibility at their own expense for the maintenance of the lawn and all garden areas including the nature strip. This includes mowing and edging of all lawns, weeding of garden beds, sweeping of driveways and paths and removal of fallen leaves, and adequate watering of all plants and grass areas. The garden areas at the rented premises must be presented in a clean and tidy manner at all times.
64. The Renter agrees that they are prohibited to lease/rent the whole or any part of the premises for any short stay accommodation purposes. The entire premises has been leased for the exclusive residential possession of the Renter/s named in Item 4 of the Schedule, and as such, no part of the rented premises may be leased to, or occupied by, any other person/s without the Residential Rental Provider's written permission. Renters are strictly prohibited to enter into a licence agreement with any other party, or allow short or long term guests to reside in the premises, including, but not limited to companies such as, but not limited to, Airbnb, Roomorama and Couchsurfing.
65. The balcony and decking areas forming part of the rented premises shall be preserved in a clean and tidy manner at all times. The renters must immediately notify the Residential Rental Provider where there is a problem with the deck or balcony including, loose handrails and balustrades that should be solid and fixed, pooling of water on the deck or balcony surface, loose, weak or broken decking boards, movement in the main supporting beams and framework; and any other problem that would reasonably be considered a safety hazard. The renters may not permit an excess number of people and objects on a deck or balcony, which in the reasonable opinion of the Residential Rental Provider is likely to exceed the load that the deck or balcony was designed to hold.
66. The renters may not throw, place, drop, or allow to fall any article or substance from or out of the rented premises and shall not place any article or substance on any sill, balcony, terrace, or ledge or other similar part of the rented premises.
67. Requesting consent to keep a pet: Before keeping a pet on the rental property, the renter must request written consent from the rental provider. The rental provider has 14 days to approve the consent to keep a pet at the rented premises, or apply to VCAT for an order VCAT to exclude a pet from the property.
68. If the rental provider reasonably believes that the renter is keeping a pet without their consent, they may apply to VCAT for an order to exclude the pet from the property. If VCAT makes an order to refuse or excluding a pet from the property and the renter does not comply with the order within 14 days after it takes effect, then the rental provider will give a 28-day notice to vacate the premises.

Signed by Renter/s:



Date:

8/5/20

Schedule.

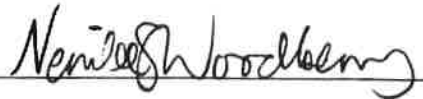
- Item 1: Date of Agreement: 4th May 2020
- Item 2: Residential Rental Provider: Name: Lisa Reynolds
Address: c/- 79 Pine Avenue Mildura
- Item 3: Agent: Registered Business Name: MILDURA REAL ESTATE PTY LTD – T/A Barry Plant Mildura
Address: C/- 79 Pine Avenue Mildura
Telephone: (03) 50214600 Facsimile: (03) 50214818
Email: nwoodberry@barryplant.com.au
- Item 4: Renter (1) Name: Alisha McVeigh
Address: 239 McEdward Street, Cabarita
- Item 5: Premises / Property: 40/313 EIGHTH STREET MILDURA VIC 3500
Including all chattels, fixtures and fittings as detailed in condition report.
- Item 6: Rental: \$340 per week
Payable fortnightly in advance
- Item 7: Commencing on: 18TH MAY 2020
- Item 8: Rental Payments to Residential Rental Provider/Agent at: Via DEFT/BPAY payment system or Centrepay
- Item 9: Bond: \$1473.00 paid to Residential Tenancies Bond Authority
- Item 10: Urgent Repairs: Please see attached – 'Urgent and Non Urgent Repairs Information'
- Fixed Term Agreement:**
- Item 11: Term: 12 MONTHS
Item 12: Commencement Date: 15TH MAY 2020
Item 13: Termination Date: 14TH MAY 2021

Unless the agreement is terminated in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic Rental.

Periodic Rental:

- Item 14: Commencement Date 15TH MAY 2021

Signed by the Residential Rental Provider/by Agent on behalf of Lisa Reynolds



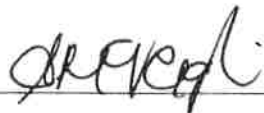
Signed by Renter 1 Alisha McVeigh



The Renter/s hereby acknowledge having received a copy of the Consumer Affairs Victoria – Renting a Home Guide. Prior to the commencement of the lease agreement - two copies of the Condition Report and a copy of Rental Agreement will be provided in accordance with the provisions of the Residential Tenancies Act 1997. These may be given in accordance with our Electronic Communications Policy (attached).

The premises shall be used for residential purposes for (1) Adults and (2) Children only.

Signed by Renter/s:



Date:

8/5/20

URGENT AND NON-URGENT REPAIRS INFORMATION

Urgent Repairs:

Residential Tenancies Act 1997 - Section 66 3(b) - Residential Rental Provider must give certain information:

- (i) Barry Plant Mildura are able to authorise urgent repairs:
- (ii) The maximum amount for repairs which the agent can authorise is: \$1800 (as per authority)
- (iii) Barry Plant Mildura telephone number for urgent repairs is: (03) 50214600

Under the Residential Tenancies Act 1997, "urgent repairs" means any work necessary to repair or remedy—

- (a) a burst water service; or
- (b) a blocked or broken lavatory system; or
- (c) a serious roof leak; or
- (d) a gas leak; or
- (e) a dangerous electrical fault; or
- (f) flooding or serious flood damage; or
- (g) serious storm or fire damage; or
- (h) a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by a Residential Rental Provider in rented premises; or
- (i) a failure or breakdown of the gas, electricity or water supply to rented premises; or
- (j) an appliance, fitting or fixture provided by a Residential Rental Provider, that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted; or
- (k) any fault or damage that makes rented premises, unsafe or insecure; or
- (l) a serious fault in a lift or staircase; or
- (m) any damage of a prescribed class;

Non Urgent Repairs:

Under the Residential Tenancies Act 1997, a non-urgent repair is any repair that falls outside the definition of an urgent repair.

We require all requests for repairs to be lodged in writing. Maintenance requests can be submitted via our website, www.barryplant.com.au by email nwoodberry@barryplant.com.au, fax (03) 50214818 or post to our office.

Signed by Renter/s: _____

Date: _____

8/5/20

Signed by/on behalf of the Residential Rental Providers: _____

Date: _____

8/5/20

Lease Annexure 1.

ELECTRONIC COMMUNICATIONS DELIVERY POLICY –
DISCLOSURE AND CONSENT FORM

The Residential Rental Provider/s:

Consents Does not consent to receiving electronic communications.

The Renter/s:

Consents Does not consent to receiving electronic communications.

This policy describes how Barry Plant Mildura delivers communications to you electronically in accordance with the Electronic Transactions Act (Vic) 2000 as Amended & Electronics Transactions Act (Cth) 1999.

By consenting to this form you agree to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with you and your use of our Real Estate/Property Management services.

Communications include:

- Rental agreements and lease renewals;
- Condition reports;
- Rent receipts; (upon request)
- All Notices & Notices to Vacate;
- Any other information required to be communicated.
- Confirmation of maintenance works;
- Rent arrears notifications;
- Copies of Notices and documents
- Notices of Entry, confirmation of inspections;

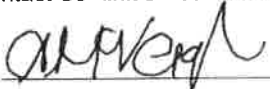
We will provide these communications to you by emailing them to you at the primary email address listed in your Rental application; as appears below, or any alternate email address that you have provide to our office in writing. SMS notifications may also be sent to you using the mobile phone number listed on your Rental application.

Updating your contact information

It is your responsibility to keep your primary email address up to date so that Barry Plant can communicate with you electronically. You may choose to provide an alternate email address to our office. You understand and agree that if Barry Plant Mildura sends you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, Barry Plant Mildura will be deemed to have served the communication to you.

How to withdraw your consent

You may withdraw your consent to receive communications electronically by writing to us nwoodberry@barryplant.com.au or by contacting us via the "Contact Us" link on our website.

Signed by Alisha McVeigh: 

Email address: leashmcv@gmail.com Date: 8, 5, 20

Signed by/on behalf of the Residential Rental Providers:  Date: 8, 5, 20

Email address: nwoodberry@barryplant.com.au

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](http://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.

(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.