

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

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

VENDOR **JANETTE MARY STOCKDALE**

PROPERTY **Unit 28, 217 Thirteenth Street, Mildura**
(Lot 14 on Registered Cluster Plan 001772R and an undivided share in the common property
for the time being described on the plan and the land being more particularly described in
Certificate of Title Volume 09999 Folio 214)

1. FINANCIAL MATTERS

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

(a) Their amounts are as follows:

Authority	Amount	Interest (if any)
Mildura Rural City Council per annum 2020-21	\$1,981.35	
Lower Murray Water per qtr 2020-21	\$175.05	
Ace Body Corporate per annum 2020-21	\$1,105.40	

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

- (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
- (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 Terms Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Nil.

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

2.2 Owner-Builder

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

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

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

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

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Nil.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

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

7.2 GAIC Recording

The land is not affected by the GAIC.

8. SERVICES

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

- (a) gas supply

9. TITLE

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

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. DUE DILIGENCE CHECKLIST

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

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

Date of this Statement: / /

Signature of the vendor:
Janette Mary Stockdale

The purchaser acknowledges being given a duplicate of this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Date of this Acknowledgment: / /

Signature/s of the purchaser:

Name/s of the purchaser:



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

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

Page 1 of 1

VOLUME 09999 FOLIO 214

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LAND DESCRIPTION

Lot 14 on Registered Cluster Plan 001772R and an undivided share in the common property for the time being described on the plan.

PARENT TITLES :

Volume 09939 Folio 007 Volume 09981 Folio 304
Created by instrument CS001772R 23/01/1991

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JANETTE MARY STOCKDALE of 28 CURRAN CLOSE MILDURA VIC 3500
AN090265U 09/09/2016

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act or Section 20 of Cluster Titles Act 1974 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE CS001772R 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 28 217 THIRTEENTH STREET MILDURA VIC 3500

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. CS001772R

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	CS001772R
Number of Pages (excluding this cover sheet)	5
Document Assembled	19/07/2021 14:33

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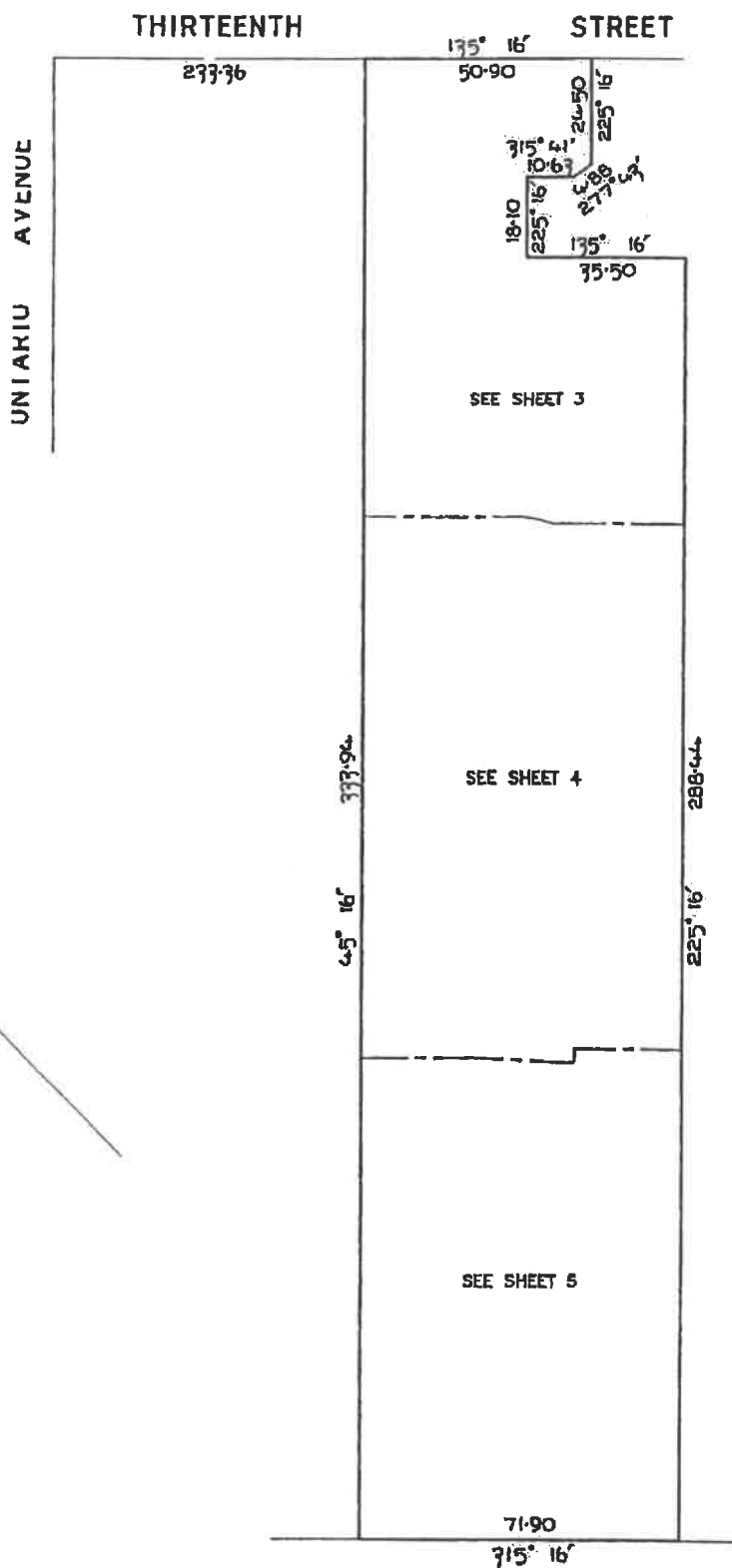
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PLAN OF CLUSTER SUBDIVISION		EDITION 1	CS001772R	
LOCATION OF LAND PARISH: MILDURA TOWNSHIP: - SECTION: 16 BLOCK E CROWN ALLOTMENT: 1 CROWN PORTION: 2 (PART) TITLE REFERENCE: VOL.9939 FOL.007 & VOL.9981 FOL.304 LAST PLAN REFERENCE: LOT 2 ON LP218950W DEPTH LIMITATION: C.A.1 SEC. 16 BLOCK E 15 METRES BELOW THE SURFACE		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT SURVEYOR'S CERTIFICATE Surveyor: JOHN ADRIAN BRUINHOUT Certification Date: 27/04/1990 CERTIFYING MUNICIPALITY CITY OF MILDURA REFERENCE NUMBER: L11/1186/217 REGISTERED DATE: 23/01/1991 PLAN UPDATED BY REGISTRAR IN AT798496A 21/04/2021		
NOTATIONS THERE ARE NO ACCESSORY LOTS. THERE IS NO SCHEME OF DEVELOPMENT. COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of
E-1 & E-9	DRAINAGE	SEE DIAG.	LP218950W	LOTS IN LP218950W
E-1 & E-9	DRAINAGE	SEE DIAG.	THIS PLAN	LOTS IN THIS PLAN
E-2, E-4, E-10 & E-11	DRAINAGE	SEE DIAG.	THIS PLAN	LOTS IN THIS PLAN
E-3 & E-11	SEWERAGE	SEE DIAG.	LP218950W	LOTS IN LP218950W
E-3 & E-11	SEWERAGE	SEE DIAG.	THIS PLAN	LOTS IN THIS PLAN
E-4, E-7, E-8, & E-9	WATER SUPPLY	SEE DIAG.	THIS PLAN	LOTS IN THIS PLAN
E-5, E-8, E-10, & E-12	SEWERAGE	SEE DIAG.	THIS PLAN	LOTS IN THIS PLAN
E-6 & E-12	ELECTRICITY & TELECOM	SEE DIAG.	THIS PLAN	LOTS IN THIS PLAN
MEASUREMENTS ARE IN METRES				SHEET 1 OF 5

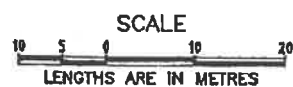
PLAN OF CLUSTER SUBDIVISION

CS001772R



MEASUREMENTS ARE IN METRES

SHEET 2





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. CS001772R**

The land in CS001772R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 32.

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:
NIL

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	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. CS001772R**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Total	3200.00	3200.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. CS001772R

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

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

OWNERS CORPORATION CERTIFICATE

Owners Corporation Number: CS1772
Owners Corporation Address: 217 Thirteenth Street, Mildura, Vic, 3500
Owners Corporation Postal Address: PO Box 3377, Mildura, Vic, 3502
Applicant for the Certificate: InfoTrack on behalf of Martin Irwin & Richards
Address for the delivery of the Certificate: ownerscorp@infotrack.com.au
Date that the application was received: 19/07/2021
Reference: Curran Close OC

This certificate is issued for Lot 14, Unit 28/217 Thirteenth Street, Mildura, Vic, 3500 on Plan No CS1772.

1. The current levy fees for the 2021/2022 financial year will be set at the Annual General Meeting which is scheduled for 12/08/2021. As an indication, the fees for the 2020/2021 financial year were \$1,105.40. The financial year is 01/07/2021 to 30/06/2022.
2. The levy fees paid as at 27/07/2021 for the current financial year: \$276.35 prepaid for levies not yet issued
3. **Outstanding levy fees as at 27/07/2021: \$Nil**
4. **Levy Fees yet to be issued for 01/07/2021 to 30/06/2022: To be determined at Annual General Meeting 12/08/2021.**
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:	HU0033080
Kind of Policy:	Residential Strata Insurance
Buildings Amount:	\$7,198,464
Public Liability Amount:	\$30,000,000
Buildings Covered:	All buildings on CS1772
Renewal Date:	01/06/2022
8. The total funds held by the Owners Corporation at 27/07/2021 were \$43,240.03. Please refer to the 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? No
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 CS1772

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: 28 / 07 / 2021

Attachments: Schedule 3 – Statement of Advice for prospective purchasers, Model Rules, Insurance Cert of Currency, Balance Sheet and AGM minutes dated 04/09/2020.

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*.

Client:
OC01772
C/ - Ace Body Corporate Mildura
PO BOX 3377
Mildura VIC 3502

Contact Details:
Account Executive: Jamie Keen
Email: jamie@resolutepropertyprotect.com.au
Phone: 03 8646 0236

Policy Type: Residential Strata
Policy Number: HU0033080
Client Reference: VIC - 2103

Period of Insurance: From: 01/06/2021
To: 01/06/2022

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

Insured: OC01772
Situation Address: 217 THIRTEENTH STREET MILDURA VIC 3500
No. of Units / Lots: 32

Policy Details:

Policy 1:	Insured Property - Building	\$7,198,464
	Insured Property - Common Area Contents	\$71,985
	Insured Property - Loss of Rent/Temporary Accommodation	\$1,079,769
	Insured Property - Optional Paint Benefit (NSW only):	Not Insured
Policy 2:	Public or Legal Liability:	\$30,000,000
Policy 3:	Voluntary Workers - Limit	\$300,000
	Voluntary Workers - Weekly Benefit	\$3,000
Policy 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Insured
Policy 5:	Fidelity Guarantee:	\$250,000
Policy 6:	Office Bearer's Legal Liability:	Not Insured
Policy 7:	Machinery Breakdown:	\$10,000
Policy 8:	Catastrophe Insurance - Insured Property	Not Insured
	Catastrophe Insurance - Extended Cover Rent/Temp Accommodation	Not Insured
	Catastrophe Insurance - Accommodation/Storage	Not Insured
	Catastrophe Insurance - 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	Insured

Excesses:

Legal Defence Expenses each and every claim:	\$1,000
Policy 1 - Insured Property. Standard Excess:	\$ 500
Flood Excess:	\$ 500

Endorsements:

Fusion of motors

We will pay up to \$10,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day

appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- motors under a guarantee or warranty or maintenance agreement;
- other parts of any electrical appliance nor for any software;
- lighting or heating elements, fuses, protective devices or switches;
- contact at which sparking or arcing occurs in ordinary working

How We will settle Your Fusion claim

We will at Our option repair or replace the Insured Property or pay for the cost of same to a condition equal to but not

better or more extensive than its condition immediately before the Fusion. We will not make any deduction for Depreciation in respect of parts replaced. We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement

will be the cost of providing alternative suitable components equal to but not better or more extensive than the original

component being substituted.

Special Benefit 8 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property and the cost to rebuild, replace or repair the Damaged portion is more than ten percent (10%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under

Policy 1 – Insured Property, also pay up to \$20,000 for the cost of additional environmental improvements not previously

installed such as rainwater tanks, solar energy and grey water recycling systems.

Special Benefit 12 of Policy 1 – Insured Property is hereby deleted and replaced with the foll

Keys, lock replacement

We will pay up to \$10,000 for the reasonable costs You necessarily incur in: a. re-keying or re-coding locks together with replacement keys; or

b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

If the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

i. any building forming part of such property;

ii. the premises of a keyholder; or
iii. during the hold-up of a person who normally has the keys in their possession. We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.
We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.
Special Benefit 13 of Policy 1 – Insured Property is hereby deleted and replaced with the following

Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 – Insured Property or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under Policy 1 – Insured Property. For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to \$50,000 for the reasonable professional costs You necessarily incur for their removal and disposal. We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.
Special Benefit 24 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Water removal from basement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater. We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1 – Insured Property.

Insurer Details:

Policy Wording:	QM563-0619
Insurer:	CHU Underwriting Agencies Pty Ltd
Supporting Insurer:	QBE Insurance (Australia) Limited
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 Dispute Resolution Service

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

Very Important Notice

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made basis**. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contracts are written on a **claims-made basis**.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This may clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.



Statement of Financial Position

As at 28/07/2021

Curran Close Owners Corporation CS1772

217 Thirteenth Street, Mildura VIC 3500

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	(2,115.00)
Owners Equity--Admin	9,717.64
	<u>7,602.64</u>

Maintenance Fund

Operating Surplus/Deficit--Maintenance	0.00
Owners Equity--Maintenance	35,263.48
	<u>35,263.48</u>

Net owners' funds

\$42,866.12

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	6,397.00
Receivable--Levies--Admin	778.25
	<u>7,175.25</u>

Maintenance Fund

Cash at Bank--Maintenance	2,795.54
Curran Close Road Maintenance Term Deposit 2	15,702.24
Curran Close Term Deposit 1	17,914.29
Receivable--Levies--Maintenance	48.62
	<u>36,460.69</u>

Unallocated Money

Cash at Bank--Unallocated	430.96
	<u>430.96</u>

Total assets

44,066.90

Less liabilities

Administrative Fund

0.00

Maintenance Fund

0.00

Unallocated Money

Prepaid Levies--Unallocated	430.96
	<u>430.96</u>

Total liabilities

430.96

Net assets

\$43,635.94

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.



ACE BODY CORPORATE MANAGEMENT
PROFESSIONAL PERSONAL SERVICE

Owners Corporation CS1772 (Curran Close)
217 Thirteenth Street Mildura Vic 3500

10th September 2020

Dear Owner

Below are the **Interim Minutes** of the Annual General Meeting (AGM) of Owners Corporation CS1772 (Curran Close) held at 4.00pm on Friday 4th September 2020 by Video/Phone Conference.

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

Alice Whinney (Lot 3), Ivan Goldsmith (Lots 4, 5, 6, 13 & 20), Alan McGarry (Lots 9 & 30), John Rietveld (Lot 21), Katrina McGarry (Lot 28) and Bruce Watson of Ace Body Corporate Management (Mildura).

b. Proxies

Jim McMullan (Lot 5) in favour of Ivan Goldsmith, Gay Kilkenny (Lot 6) in favour of Ivan Goldsmith, Ruth Thornton (Lot 13) in favour of Ivan Goldsmith, Janette Stockdale (Lot 14) in favour of William Grove, Denise Thorkildsen (Lot 20) in favour of Ivan Goldsmith and Ray & Margo Taylor (Lot 30) in favour of Alan McGarry.

c. Apologies

Rachel Wilson (Lot 1), Jim & Leonie McMullan (Lot 5), Gay Kilkenny (Lot 6), Graham & Susan Hill (Lot 10), Janine Dellar (Lot 11), Ruth Thornton (Lot 13), Denise Thorkildsen (Lot 20), Ronald & Lisa Clark (Lot 23), Melva Banks (Lot 24), Carol Murray (Lot 26) and Ray & Margo Taylor (Lot 30).

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 24th July 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 June 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:** - **Resolved** to continue with BJ's Quality Lawn Care.

b) **Other Maintenance Matters:** -

- Noted that the large peppercorn tree near car park 3 may have to be removed as the tree roots are starting to cause more damage to the car park and surrounding irrigation infrastructure. **Resolved** that the Committee monitor situation for this year but would be recommending its complete removal at next year's AGM unless there are a reasonable number of lot owners who lodge valid objections in the meantime.
- Noted that letter box numbering in the complex could be a problem as the postman was quite often leaving all the mail with unit 1 rather than in the individual mailboxes. Considered that numbering was OK and it maybe the addressing of the mail or a communication problem with the Post Office as they are supposed to deliver to the individual units by arrangement. **Resolved** that the Manager would contact Australia Post to reconfirm the actual arrangement.
- Noted that the numbering for the actual complex itself may not be prominent enough, especially if it needs to be located quickly by emergency services. **Resolved** that the Committee would discuss further and advise the Manager on how they wish to proceed.
- Noted that there were some parking and speeding issues at times again. **Resolved** that Manager would send out a reminder to all residents of the need to park in the correct areas and keep vehicle speed to the nominated limit in the interest of safety for all residents.

For: all, Against: None

PLEASE NOTE: Gutter Cleaning, White Ant/Pest Inspections 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.

Motion: That the Owners Corporation **DOES NOT** undertake a common property safety inspection on common property this year.

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). Must have a minimum \$1 million Professional Indemnity Insurance (where applicable). Must have Statutory Workers Compensation Insurance for all employees. Must hold all licenses as relevant to services provided. Must accept the Owners Corporation's Terms and Conditions of engagement.</i>
<i>Definitions:</i>	<i>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. 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.</i>

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 Fees & Charges - MyStrata	\$450.00	\$450.00	\$492.80
Admin – Auditors – Taxation Services	\$220.00	\$206.25	\$220.00
Admin – Income Tax	\$200.00	\$220.00	\$220.00
Admin – Management Fees - Standard	\$5,888.00	\$5,888.00	\$5,888.00
Admin – Management Fees - Disbursements	\$1,472.00	\$1,472.00	\$1,472.00
Admin – Agent Disbursements – Other	\$0.00	\$55.00	\$0.00
Insurance Premiums	\$8,000.00	\$7,733.21	\$9,600.00
Maintenance Building – Electrical	\$200.00	\$137.50	\$200.00
Maintenance Building – Fire Protection	\$200.00	\$173.80	\$200.00
Maintenance Building – Plumbing & Drainage	\$500.00	\$0.00	\$500.00
Maintenance Grounds – Irrigation Systems	\$1,500.00	\$1,093.52	\$1,500.00
Maintenance Grounds – Lawns & Gardening	\$5,500.00	\$5,049.00	\$5,500.00
Maintenance Grounds – Road Maintenance	\$0.00	\$0.00	\$0.00
Maintenance Grounds – Tree Removal/Lopping	\$500.00	\$852.50	\$500.00
Maintenance – General Allowance	\$2,000.00	\$82.50	\$2,000.00
Utility – Electricity	\$1,000.00	\$1,347.46	\$1,500.00
Utility – Water & Sewerage	\$3,000.00	\$3,222.22	\$3,500.00
Administrative Fund	\$30,630.00	\$27,982.96	\$33,292.80
Maintenance Fund Provision	\$2,000.00		\$2,080.00
Total	\$32,630.00	\$27,982.96	\$35,372.80

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 contributions per lot are calculated by multiplying each owners' lot liability by the total to be Raised as per below.

Lot No	Lot Liability	Admin Fund	Maintenance Fund	Approved Annual fee 2020/2021
1 – 32	100	\$1,040.40 per lot	\$65.00 per lot	\$1,105.40 per lot
Total to be Raised	3200	\$33,292.80	\$2,080.00	\$35,372.80

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: September 2020, December 2020, March 2021, and June 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): Alan McGarry (Lot 9), William Grove (Lot 14) & Ivan Goldsmith (Lot 4) with Ivan Goldsmith 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
- 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 at all times.

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. 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

h. Other business – Nil

i. Close of meeting – as there was no further business to discuss, the meeting was closed at 5:15 PM



Request For Building Information
Pursuant to regulation 51 Building Regulation 2018

Applicant's Name and Address:

Landata
Landata.online@victorianlrs.com.au

File:	PA7192
Your Ref:	51429424-015-3
Date Issued:	20 July 2021

Property Address:	Unit 28, 217 Thirteenth Street – MILDURA Lot 14 on Registered Cluster Plan 1772R and an undivided share in the common property for the time being described on the plan VOLUME: 9999 FOLIO: 214
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N.B. Please see page 2 for Salinity Statement

Regulation 51 (1)

(A) Details of any permit or certificate of final inspection issued in the preceding 10 years

Nil

(B) Details of any current statement issued under regulation 64(1) or 231(2) of these regulations

Nil

(C) Details of any current notice or order issued by the relevant building surveyor under the Act.

Nil


Signed:
MARK YANTSES
MUNICIPAL BUILDING SURVEYOR

N.B. Please note that information on this form is taken from Council records and is **NOT** evidence that illegal building works do not exist in relation to this property.

**ATTACHMENT TO REQUEST FOR INFORMATION
BUILDING REGULATION 51
SALINITY AFFECTING THE MUNICIPALITY**


Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

Council recommends that you make your own inquiries regarding the presence of high salinity on land which you own or are considering to purchase.

If you are proposing to construct buildings on land in the municipality, you should ascertain whether or not special measures should be taken during the construction of these buildings to minimise any effects that salinity may have.

Council provides this information to assist you to make informed decisions about existing buildings or the construction of new buildings in high salinity areas.

Yours sincerely

A handwritten signature in dark ink, appearing to be 'Mark Yantses', written over a horizontal line.

Mark Yantses

MUNICIPAL BUILDING SURVEYOR

MY/mn



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Martin Irwin & Richards C/- InfoTrack (InfinityLaw)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 390949

NO PROPOSALS. As at the 19th July 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 28, 217 THIRTEENTH STREET, MILDURA 3500
RURAL CITY OF MILDURA

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

Date of issue: 19th July 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 51429424 - 51429424142638 '390949'



Mildura Rural City Council

Land Information Certificate

Date of certificate: 20 July 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 25031

Assessment No: 7192

Your Reference: 51429424-013-9

Applicant Details

Landata
DX 250639
EAST MELBOURNE VIC 3002

Property Address: 28/217 Thirteenth Street MILDURA

Description: Lot 14 CS 1772R Sec 16 Blk E

Area: 0.0000 Square Metres

Capital Improved Value	\$244,000
Site Value	\$112,000
Net Annual Value	\$12,200
Base Date:	01/01/2021

RATES, CHARGES AND OTHER MONIES: FOR THE 2021-2022 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1st) 30 September, (2nd) 30 November, (3rd) 28 February and (4th) 31 May of this financial year.)

Residential Rate	\$1,447.04
Waste Management	\$446.10
Residential Fire Levy (Fixed)	\$114.00
Residential Fire Levy (Variable)	\$14.40
Rate Arrears to 30/06/2021:	\$0.00
Interest to 20/07/2021:	\$0.00
Other Monies:	\$0.00
Less Rebates:	-\$297.00
Less Payments:	\$0.00
Total Rates & Charges Due:	\$1,724.54
Additional Monies Owed:	
Debtor Balance Owning:	
Total Rates & Charges & Additional Monies Owed:	\$1,724.54

Pay via BPay Biller Code: 93922

Reference Number: 71928

For further information contact

Rates Department
Mildura Rural City Council
PO Box 105, Mildura Vic 3502; or
DX 50014, Mildura
Telephone: (03) 5018 8122

Certificate updates

Certificates are valid for 90 days from the original date of issue. Updates may be requested by the applicant only. All update requests must be submitted via the following email address: helpdesk-revenue@mildura.vic.gov.au



Mildura Rural City Council

Land Information Certificate

Date of certificate: 20 July 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 25031

Assessment No: 7192

Your Reference: 51429424-013-9

Property Address: 28/217 Thirteenth Street MILDURA 3500

Description: Lot 14 CS 1772R Sec 16 Blk E

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

There is no potential liability for rates under the **Cultural and Recreational Lands Act 1963**.

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

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

PLEASE NOTE:

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

.....David Clohesy..... **DELEGATED OFFICER**

RECEIPT OF \$27.40 ACKNOWLEDGED, BEING THE FEE FOR THIS CERTIFICATE.



LOWER MURRAY WATER

Statement No: IS22/86028
Page: 1 of 2
Our Ref: 8172
Issue Date: 23/07/2021
Your Ref: 51429424-035-1

LANDATA
DX 250639
EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2022.

Owner Name(s) MS JM STOCKDALE
Situates: 28/217 THIRTEENTH STREET MILDURA VIC 3500
Description: Lot 14 CS 1772R Blk E Sec 16 Vol 9999 Fol 214

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.
NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE
OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/07/2021 to 30/09/2021	
Sewerage Service Tariff		122.38
Water Service Tariff		51.84
Water by Measure to 21/7/2021		52.21
Receipts, Concessions & Rebates		(86.38)
Balance Due		\$140.05

Mildura (Head Office)
T 03 5051 3400
741-759 Fourteenth Street
Mildura Victoria 3500
PO Box 1438
Mildura Victoria 3502
AUSDOC DX 50023

Swan Hill (Area Office)
T 03 5036 2150
73 Beveridge Street
Swan Hill Victoria 3585
PO Box 1447
Swan Hill Victoria 3585
AUSDOC DX 30164

Kerang (Area Office)
T 03 5450 3960
56 Wellington Street
Kerang Victoria 3579
PO Box 547
Kerang Victoria 3579
AUSDOC DX 57908

E contactus@lmw.vic.gov.au
lmw.vic.gov.au



ABN 18 475 808 826

All Emergencies
1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Last Billed Water Consumption Details

 Period Of Usage: 11/3/2021 to 10/6/2021 (91 Days)
 50 kl @ \$0.45250 Step1 Rate + 31 kl @ \$0.82350 Step2 Rate = \$48.16
 Period Of Usage: 10/6/2021 to 21/7/2021 (41 Days)
 9 kl @ \$0.45030 Step1 Rate = \$4.05

Water Meter Details

Serial No.	Size	Date Read	Reading
13100237	20	21/7/2021	2982

Other Information:

Corporation sewer main located inside property boundary:-

It should be noted that in most instances the integrity of the Corporations sewer mains are protected by way of sewer easements. A Sewer easement can be in the form of a registered easement as depicted on the property title or alternatively as an implied easement as prescribed under section 148 of the Water Act 1989. The Corporation has policies in place which prohibits the placement of buildings and or structures over sewer easements.

Note: This property forms part of an Owners Corporation. The Owners Corporation is responsible for the maintenance and/or replacement of all internal property sewer and water services and payment of water by measure.

If you wish to make the settlement payment for this property via BPay please use the following information: Biller Code 78477 Payment Reference Number 700081722.

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:

 775F95AC569F497

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.



LOWER MURRAY WATER

Statement No: IS22/86029

Page: 1 of 2

Our Ref: 8177

Issue Date: 23/07/2021

Your Ref: 51429424-035-1

LANDATA
DX 250639
EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2022.

Owner Name(s) OWNERS CORPORATION CS001772R
Situat: 217 THIRTEENTH STREET MILDURA VIC 3500
Description:

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.

NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE
OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/07/2021 to 30/09/2021	
Fire Service Charge		47.16
Water by Measure to 10/6/2021		580.11
Receipts, Concessions & Rebates		(83.30)
Balance Due		\$543.97

Mildura (Head Office)
T 03 5051 3400
741-759 Fourteenth Street
Mildura Victoria 3500
PO Box 1438
Mildura Victoria 3502
AUSDOC DX 50023

Swan Hill (Area Office)
T 03 5036 2150
73 Beveridge Street
Swan Hill Victoria 3585
PO Box 1447
Swan Hill Victoria 3585
AUSDOC DX 30164

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T 03 5450 3960
56 Wellington Street
Kerang Victoria 3579
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Kerang Victoria 3579
AUSDOC DX 57908

E contactus@lmw.vic.gov.au

lmw.vic.gov.au



ABN 18 475 808 826

All Emergencies
1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Last Billed Water Consumption Details

Period Of Usage: 11/3/2021 to 10/6/2021 (91 Days)
 1282 kl @ \$0.45250 Step1 Rate = \$580.11

Water Meter Details

Serial No.	Size	Date Read	Reading
20HB00166	50	10/6/2021	5192

Other Information:

Note: This property forms part of an Owners Corporation. The Owners Corporation is responsible for the maintenance and/or replacement of all internal property sewer and water services and payment of water by measure.

Corporation sewer main located inside property boundary:-

It should be noted that in most instances the integrity of the Corporations sewer mains are protected by way of sewer easements. A Sewer easement can be in the form of a registered easement as depicted on the property title or alternatively as an implied easement as prescribed under section 148 of the Water Act 1989. The Corporation has policies in place which prohibits the placement of buildings and or structures over sewer easements.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700081771.**

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:

 775F95AC569F497...

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

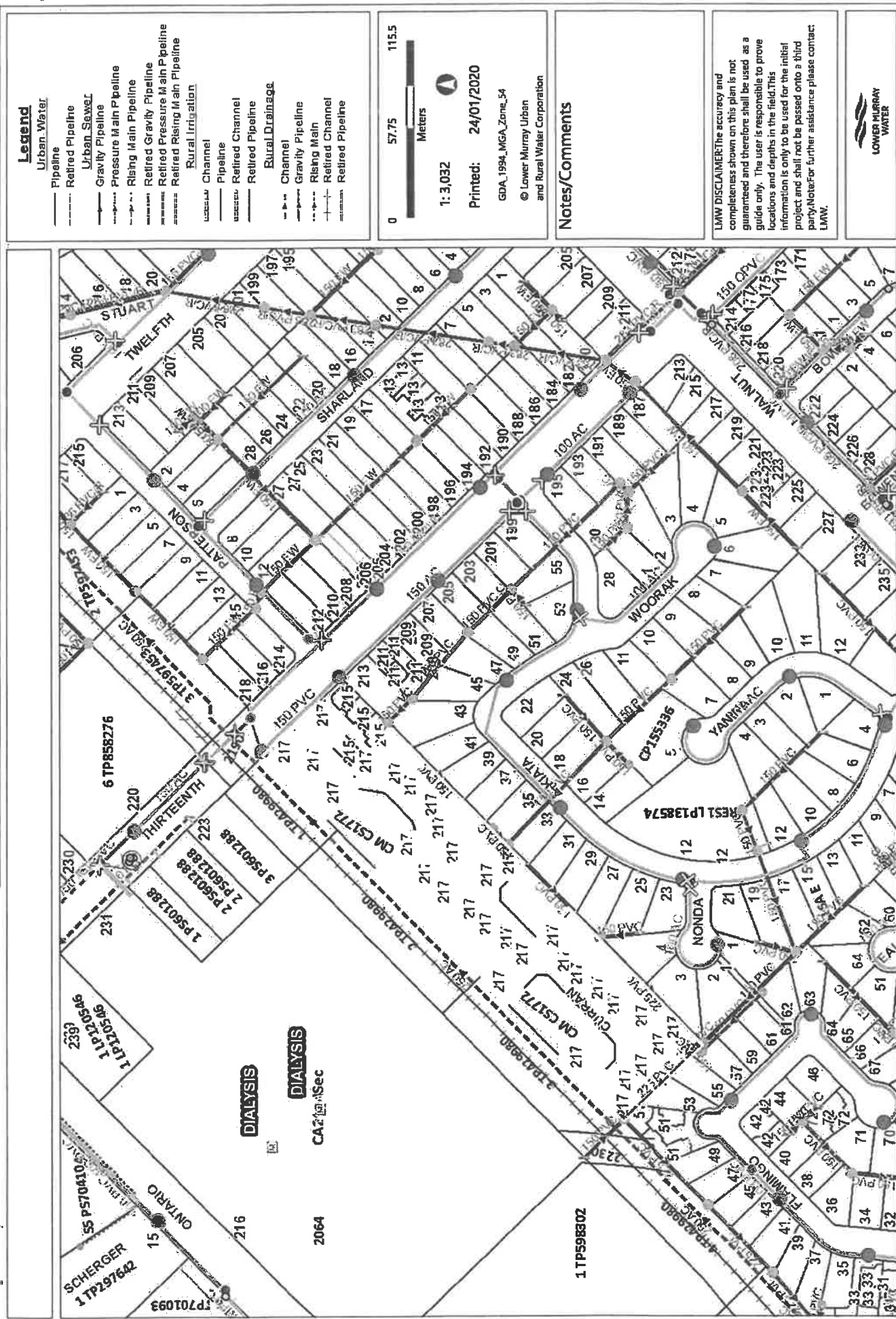
PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.



Property Clearance Certificate

Taxation Administration Act 1997



MARTIN IRWIN & RICHARDS LAWYERS

Your Reference: DCON:JZ:340184-1

Certificate No: 48271508

Issue Date: 28 JUL 2021

Enquiries: ESYSPROD

Land Address: UNIT 28, 217 THIRTEENTH STREET MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23444990	14	1772	9999	214	\$0.00

Vendor: JANETTE STOCKDALE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
WILLIAM GROVE	2021	\$102,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$229,000
--------------------	-----------

SITE VALUE:	\$102,000
-------------	-----------

AMOUNT PAYABLE:	\$0.00
-----------------	--------

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

Certificate No: 48271508

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$102,000

Calculated as \$0 plus (\$102,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 48271508

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 48271508

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Report from www.land.vic.gov.au on 19 July 2021 02:54 PM

Address: UNIT 28/217 THIRTEENTH STREET MILDURA 3500

Lot and Plan Number: Lot 14 CS1772

Standard Parcel Identifier (SPI): 14\CS1772

Local Government (Council): MILDURA **Council Property Number:** 7192

Directory Reference: VicRoads 535 M5

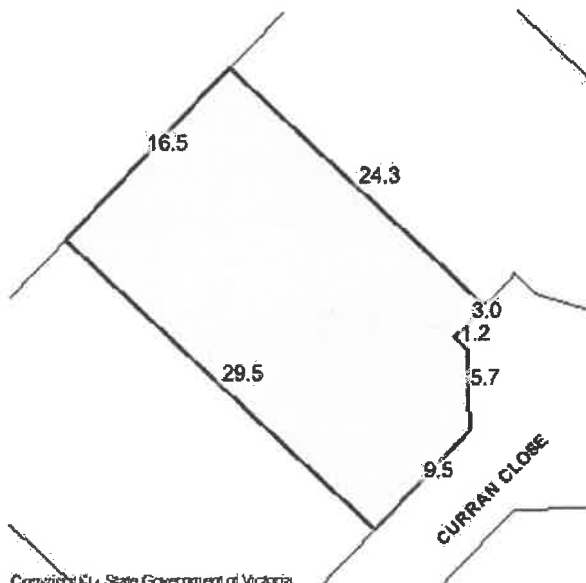
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 462 sq. m

Perimeter: 90 m

For this property:

— Site boundaries

— Road frontages

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 14 July 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 [Planning Schemes Online](#)

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](#)

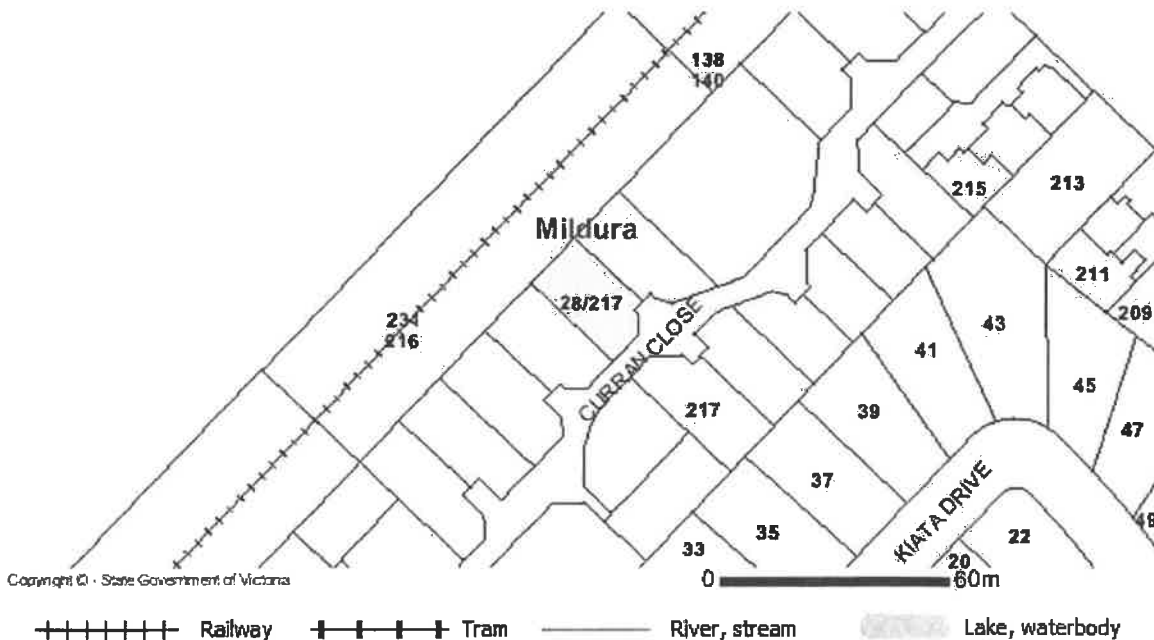
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Area Map



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 19 July 2021 02:54 PM

PROPERTY DETAILS

Address: **UNIT 28/217 THIRTEENTH STREET MILDURA 3500**
Lot and Plan Number: **Lot 14 CS1772**
Standard Parcel Identifier (SPI): **14\CS1772**
Local Government Area (Council): **MILDURA**
Council Property Number: **7192**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 535 M5**

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**

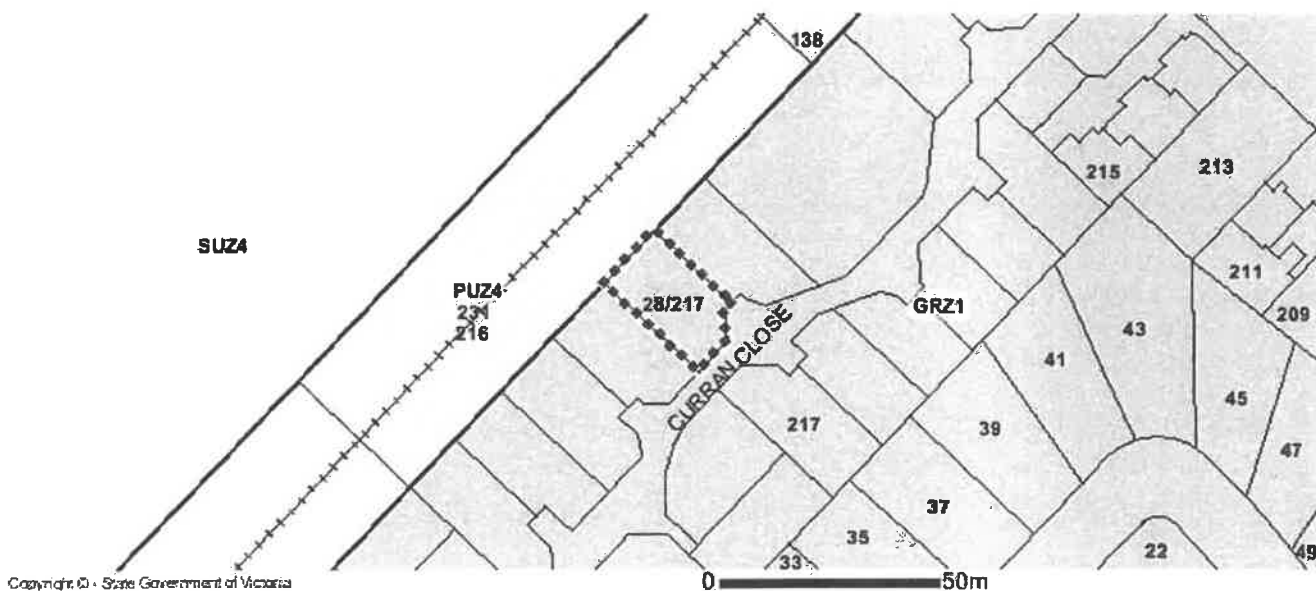
STATE ELECTORATES

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

PUZ4 - Public Use - Transport

SUZ - Special Use

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

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

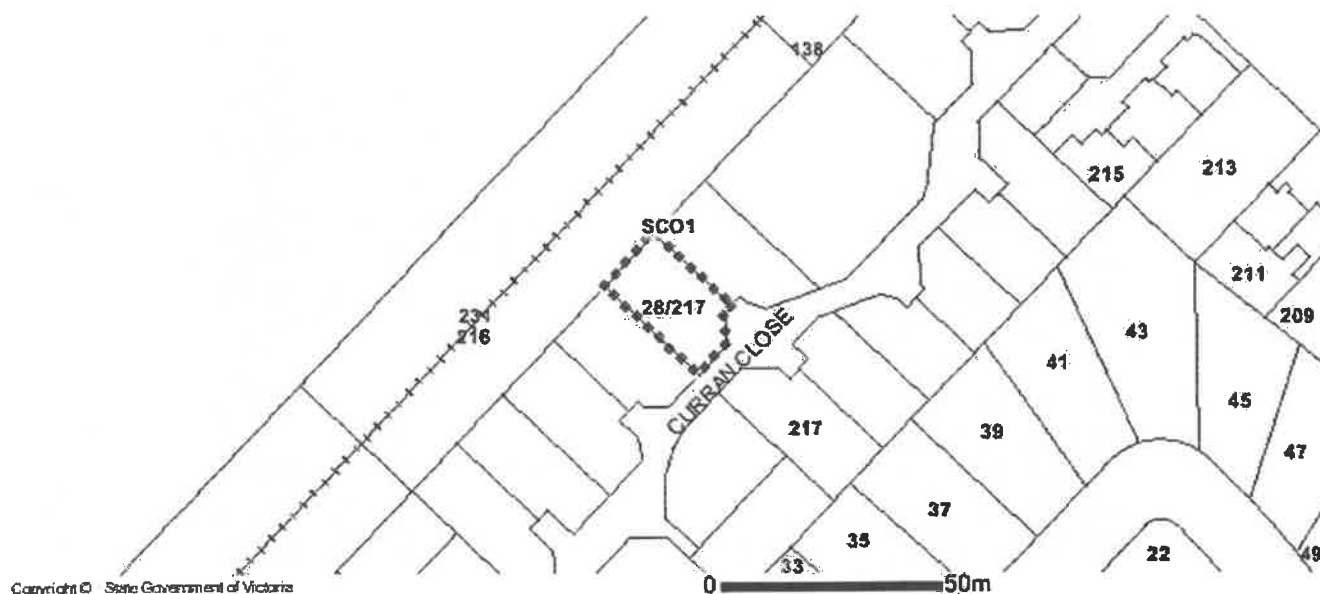
PLANNING PROPERTY REPORT: 28/217 THIRTEENTH STREET MILDURA 3500

Page 1 of 3

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 14 July 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>

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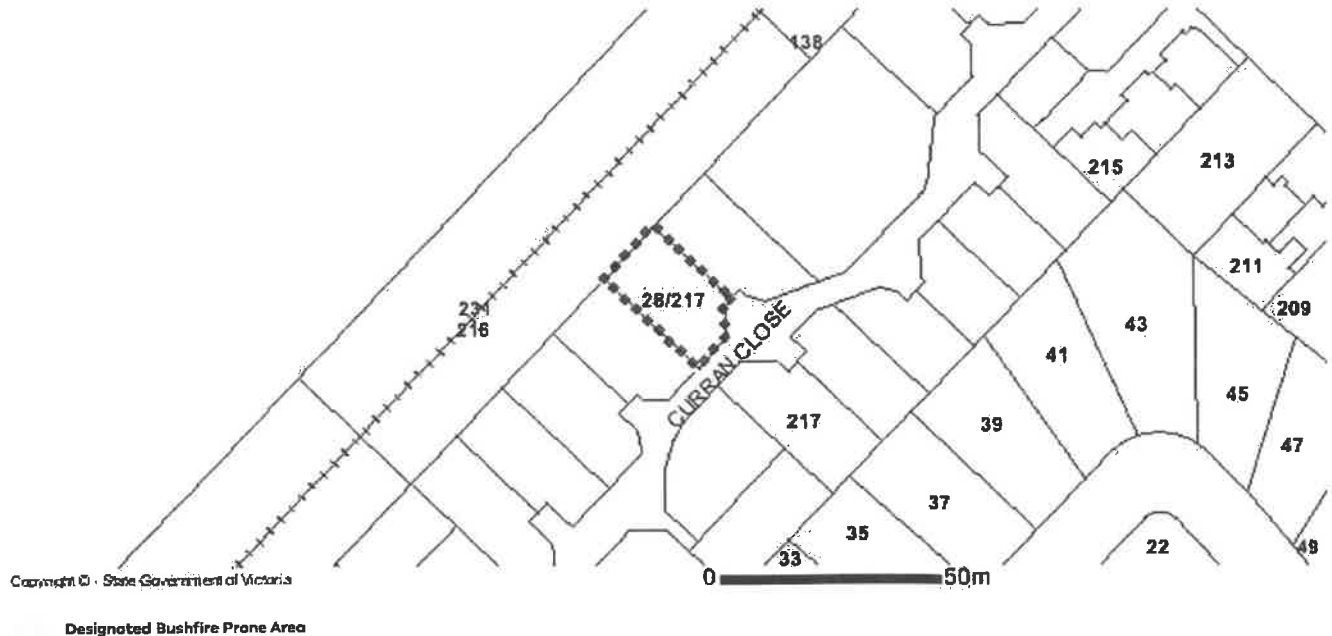
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PLANNING PROPERTY REPORT: 28/217 THIRTEENTH STREET MILDURA 3500

Page 2 of 3

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>

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.

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.

DATED

2021

JANETTE MARY STOCKDALE

VENDOR'S STATEMENT

Property
Unit 28, 217 Thirteenth Street, Mildura

MARTIN MIDDLETON OATES LAWYERS

61 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA

Tel: 03 5023 7900

Fax: 03 5023 7560

Ref: DCON/DS/JZ/340184-1