

# SECTION 32 STATEMENT

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

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**Vendor:** Carlie Anne Sinclair (Formerly Symes)

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**Property:** 26 Marsden Drive MILDURA VIC 3500

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**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](mailto:jenni@mildurapropertytransfers.com.au)

Ref: Jenni Foster

SECTION 32 STATEMENT  
26 MARSDEN DRIVE 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-

<b>Provider</b>	<b>Amount (&amp; interest if any)</b>	<b>Period</b>
Lower Murray Water	\$ 174.22	Per quarter
Mildura Rural City Council	\$2,313.13	Per annum

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.

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(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

~~(2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the~~

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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	Not 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* authorising the staged subdivision.

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- (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**

Carlie Anne Sinclair (Formerly Symes)

**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 10347 Folio 488**

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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

VOLUME 10347 FOLIO 488

Security no : 124091718880T  
Produced 09/08/2021 04:08 PM

**LAND DESCRIPTION**

Lot 4 on Plan of Subdivision 319652C.  
PARENT TITLE Volume 09925 Folio 121  
Created by instrument PS319652C 24/09/1997

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
CARLIE ANNE SYMES of 4 23-31 MARSDEN DRIVE MILDURA VIC 3500  
AK218800T 04/03/2013

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AS719401V 18/11/2019  
AFSH NOMINEES PTY LTD

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

**DIAGRAM LOCATION**

SEE PS319652C 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: 26 MARSDEN DRIVE MILDURA VIC 3500

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 18/11/2019

OWNERS CORPORATIONS

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The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS319652C

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of  
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<b>PLAN OF SUBDIVISION</b>		STAGE NO. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LTO use only <b>EDITION 2</b>	Plan Number <b>PS 319652 C</b>
<b>Location of Land</b> <b>Parish:</b> MILDURA  <b>Township:</b> <b>Section:</b> <b>Crown Allotment:</b> <b>Crown Portion:</b> 2(PART)  <b>LTO Base Record:</b> LITHO SHEET 2 <b>Title Reference:</b> VOL.9925 FOL.121  <b>Last Plan Reference:</b> L.P.218073 X. (Lot 4) <b>Postal Address:</b> MARSDEN DRIVE (at time of subdivision) SOUTH MILDURA 3500.  <b>AMG Co-ordinates</b> E 604360 Zone: 54 (of approx. centre of land in plan) N 6214220.		<b>Council Certificate and Endorsement</b> Council Name: SHIRE OF MILDURA Ref: L11/3518/999 (2) 1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6</del> / / <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ <del>has not</del> been made. <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage</del> ..... Council delegate <del>Council seal</del> Date 7 / 5 / 96  Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
<b>Vesting of Roads and/or Reserves</b>		<b>Notations</b>		
Identifier	Council/Body/Person	<b>Staging</b> This <del>is</del> /is not a staged subdivision Planning Permit No. _____  <b>Depth Limitation</b> THE RESERVATIONS & CONDITIONS CONTAINED IN TRANSFER No. 316773 AFFECTS THE LAND IN THIS PLAN. DOES NOT APPLY FOR C.T. VOL. 9925 FOL. 121.		
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES X-Y BETWEEN LOTS 1 TO 9 EXTERIOR FACE: ALL OTHER BOUNDARIES.		THE UPPER LEVEL OF THE COMMON PROPERTY IS THE SURFACE OF THE SITE. THE LOWER LEVEL OF LOTS 1-9 INC. IS THE SURFACE OF THE SITE ONLY FOR THE LAND SHOWN COMMON PROPERTY ON THIS PLAN.  THE COMMON PROPERTY IS 2 METRES WIDE.  <b>Survey</b> This plan is/ <del>is not</del> based on survey This survey has been connected to permanent marks no(s) 103,421 In Proclaimed Survey Area No. _____		
<b>Easement Information</b>				<b>LTO use only</b>
<b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/> Date 20 / 8 / 97
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.				<b>LTO use only</b> PLAN REGISTERED TIME 4.45 DATE 24 / 9 / 97 <div style="text-align: right; margin-top: 10px;">           Assistant Registrar of Titles       </div> Sheet 1 of 3 Sheets
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	POWERLINE	SEE DIAG.	L.P.218073- SECTION 103 <sup>B</sup> OF THE STATE ELEC- TRICITY COMM- MISSION ACT 1958.	S.E.C.V.
E-2	SEWERAGE	2	L.P.218073	LOTS ON L.P. 218073
THOMSON AND SINGLETON PTY.LTD. ACN 006 143 317 61 DEAKIN AVENUE, MILDURA, 3500. TEL. (050) 231835 FAX. (050) 213957.			LICENSED SURVEYOR (PRINT) ANDREW CLIFFORD CRAIG SIGNATURE..... DATE 6 / 10 / 95 REF 4390 VERSION 2	
			DATE 7 / 5 / 96 COUNCIL DELEGATE SIGNATURE Original sheet size A3	



PS319652C

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT

## MODIFICATION TABLE

## RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

**PS 4319652C**

[illegible]



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 09/08/2021 04:30:32 PM

**OWNERS CORPORATION  
PLAN NO. PS319652C**

The land in PS319652C is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property, Lots 1 - 9.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
102 EIGHTH STREET MILDURA VIC 3500  
  
AS094575N 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	106
Lot 2	100	106
Lot 3	121	106
Lot 4	108	129
Lot 5	108	129
Lot 6	121	106



## Department of Environment, Land, Water & Planning

### Owners Corporation Search Report

Produced: 09/08/2021 04:30:32 PM

**OWNERS CORPORATION**  
**PLAN NO. PS319652C**

#### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	121	106
Lot 8	100	106
Lot 9	121	106
<b>Total</b>	<b>1000.00</b>	<b>1000.00</b>

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.

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

### OWNERS CORPORATION CERTIFICATE

Owners Corporation Number: PS319652C  
Owners Corporation Address: 23-31 Marsden Drive, Mildura, Vic, 3500  
Owners Corporation Postal Address: PO Box 3377, Mildura, Vic, 3502  
Applicant for the Certificate: Owner  
Address for the delivery of the Certificate: Owner's email  
Date that the application was received: 30/07/2021  
Reference: Marsden OC

This certificate is issued for Lot 4, 26 Marsden Drive, Mildura, Vic, 3500 on Plan No PS319652C.

1. The current levy fees for the 2021/2022 financial year will be set at the Annual General Meeting which is scheduled for 08/09/2021. As an indication, the fees for the 2020/2021 financial year were \$1,366.00. The financial year is 01/07/2021 to 30/06/2022.
2. The levy fees paid as at 06/08/2021 for the current financial year: \$Nil
3. **Outstanding levy fees as at 06/08/2021: \$Nil**
4. **Levy Fees yet to be issued for 01/07/2021 to 30/06/2022: To be determined at Annual General Meeting 08/09/2021.**
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:	17539
Kind of Policy:	Residential Strata Insurance
Buildings Amount:	\$3,008,487
Public Liability Amount:	\$10,000,000
Buildings Covered:	All buildings on PS319652C
Renewal Date:	01/06/2022
8. The total funds held by the Owners Corporation at 06/08/2021 were \$12,089.70. 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? 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 PS319652C

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: 09 / 08 / 2021

Attachments: Schedule 3 – Statement of Advice for prospective purchasers, Model Rules, Insurance Cert of Currency, Balance Sheet, and AGM Minutes dated: 16/09/2020

# **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:**  
OC319652  
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

<b>Policy Type:</b>	Residential Strata PICA	<b>Period of Insurance:</b>	From:	01/06/2021
<b>Policy Number:</b>	17539		To:	01/06/2022
<b>Client Reference:</b>	VIC - 5122			

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:** OC319652  
**Situation Address:** 23-31 Marsden Drive, Mildura VIC 3500  
**No. of Units / Lots:**

## Policy Details:

Policy 1:	Insured Property - Building	\$3,008,487
	Insured Property - Loss of Rent/Temporary Accommodation (15%)	\$451,273
	Insured Property - Community Property (Common Area Contents):	\$3,577
	Insured Property - Optional Paint Benefit (NSW only):	Not Insured
Policy 2:	Public or Legal Liability:	\$10,000,000
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 – Community Income/Temp:	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
Machinery Breakdown any event of any kind:	\$ 500
Flood Excess:	\$ 500

**Insurer Details:**

**Policy Wording:**

<b>Insurer:</b>	CHU Underwriting Agencies Pty Ltd
<b>Supporting Insurer:</b>	QBE Insurance (Australia) Limited
<b>Proportion:</b>	100%
<b>Commission:</b>	

**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](http://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 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 09/08/2021

Marsden Owners Corporation PS319652C

23-31 Marsden Drive, Mildura VIC 3500

#### Current period

#### Owners' funds

##### Administrative Fund

Operating Surplus/Deficit--Admin	(562.50)
Owners Equity--Admin	10,431.31
	9,868.81

##### Maintenance Fund

Operating Surplus/Deficit--Maintenance	0.00
	0.00

##### Net owners' funds

**\$9,868.81**

#### Represented by:

#### Assets

##### Administrative Fund

Cash at Bank--Admin	10,967.30
Receivable--Levies--Admin	280.60
	11,247.90

##### Maintenance Fund

0.00

##### Unallocated Money

Cash at Bank--Unallocated	1,122.40
	1,122.40

##### Total assets

12,370.30

#### Less liabilities

##### Administrative Fund

0.00

##### Maintenance Fund

0.00

##### Unallocated Money

Prepaid Levies--Unallocated	1,122.40
	1,122.40

##### Total liabilities

1,122.40

#### Net assets

**\$11,247.90**

\* 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 PS319652C (Marsden)**  
23-31 Marsden Drive Mildura Vic 3500

21<sup>st</sup> September 2020

Dear Owner

Below are the **Interim Minutes** of the Annual General Meeting (AGM) of Owners Corporation PS319652C (Marsden) held at 10.00am on Wednesday 16<sup>th</sup> September 2020 by 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**

Colin & Diane Prunty (Lot 6) and Bruce Watson of Ace Body Corporate Management (Mildura).

**b. Proxies**

Nil

**c. Apologies**

Robert & Arlene Symes (Lot 1) & Graeme Zanoni (Lots 7 & 8).

**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 14<sup>th</sup> August 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 30<sup>th</sup> 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 Chairperson 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](http://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 Peter Cameron.
- b) **Other Maintenance Matters: -**
- Noted that there is an issue at times with some cars parking on the common property lawn. Resolved to monitor for now however Manager would arrange a reminder letter if the practice became more frequent.

**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 &amp; 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	\$138.60	138.60	\$138.60
Admin – Management Fees - Standard	\$1,800.00	\$1,800.00	\$1,800.00
Admin – Management Fees - Disbursements	\$450.00	\$450.00	\$450.00
Insurance Premiums 1.	\$4,300.00	\$4,662.55	\$5,000.00
Maint Grounds – Irrigation Systems	\$500.00	\$0.00	\$500.00
Maint Grounds – Lawns & Gardening	\$1,200.00	\$790.00	\$1,000.00
Maintenance – General Allowance	\$300.00	\$97.24	\$300.00
Utility – Water & Sewerage	\$1,700.00	\$1,158.55	\$1,400.00
<b>Total</b>	<b>\$10,388.60</b>	<b>\$9,096.94</b>	<b>\$10,588.60</b>

1. Insurance over budget due to claim and increase in Building Sum Insured.

**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 were approved per lot and are calculated by multiplying each owners' lot liability by the total to be Raised as per below.

Lot No	House No	Lot Liability	Approved Annual fee 2020/2021
1	23	106	\$1,122.40
2	24	106	\$1,122.40
3	25	106	\$1,122.40
4	26	129	\$1,365.92
5	27	129	\$1,365.92
6	28	106	\$1,122.40
7	29	106	\$1,122.40
8	30	106	\$1,122.40
9	31	106	\$1,122.40
<b>Total to be Raised</b>		<b>1000</b>	<b>\$10,588.64</b>

**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 Chairperson (lot owner or person who holds proxy for a lot owner): Colin Prunty (Lot 6 ).

**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 10:35 AM

# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 05 August 2021 11:17 AM

## PROPERTY DETAILS

Address: **26 MARSDEN DRIVE MILDURA 3500**  
Lot and Plan Number: **Lot 4 PS319652**  
Standard Parcel Identifier (SPI): **4\PS319652**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **25053**  
Planning Scheme: **Mildura**  
Directory Reference: **VicRoads 534 K9**

[www.mildura.vic.gov.au](http://www.mildura.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/mildura](http://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**

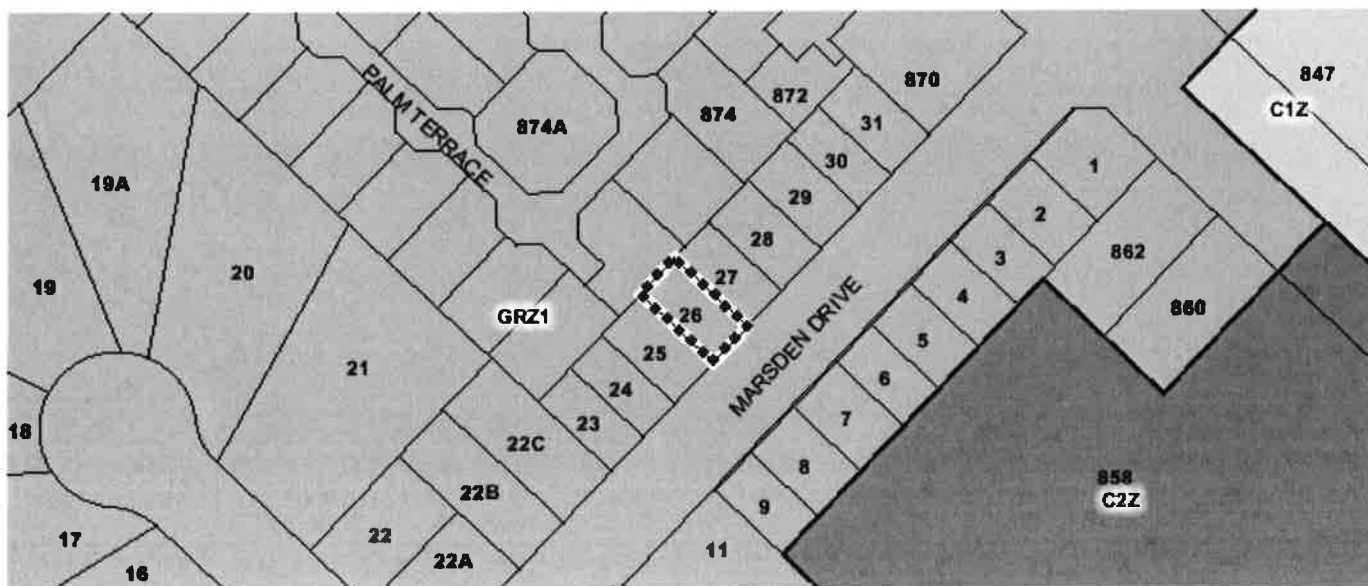
## STATE ELECTORATES

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

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Copyright © - State Government of Victoria

C1Z - Commercial 1

C2Z - Commercial 2

GRZ - General Residential

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

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Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

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

PLANNING PROPERTY REPORT: 26 MARSDEN DRIVE MILDURA 3500

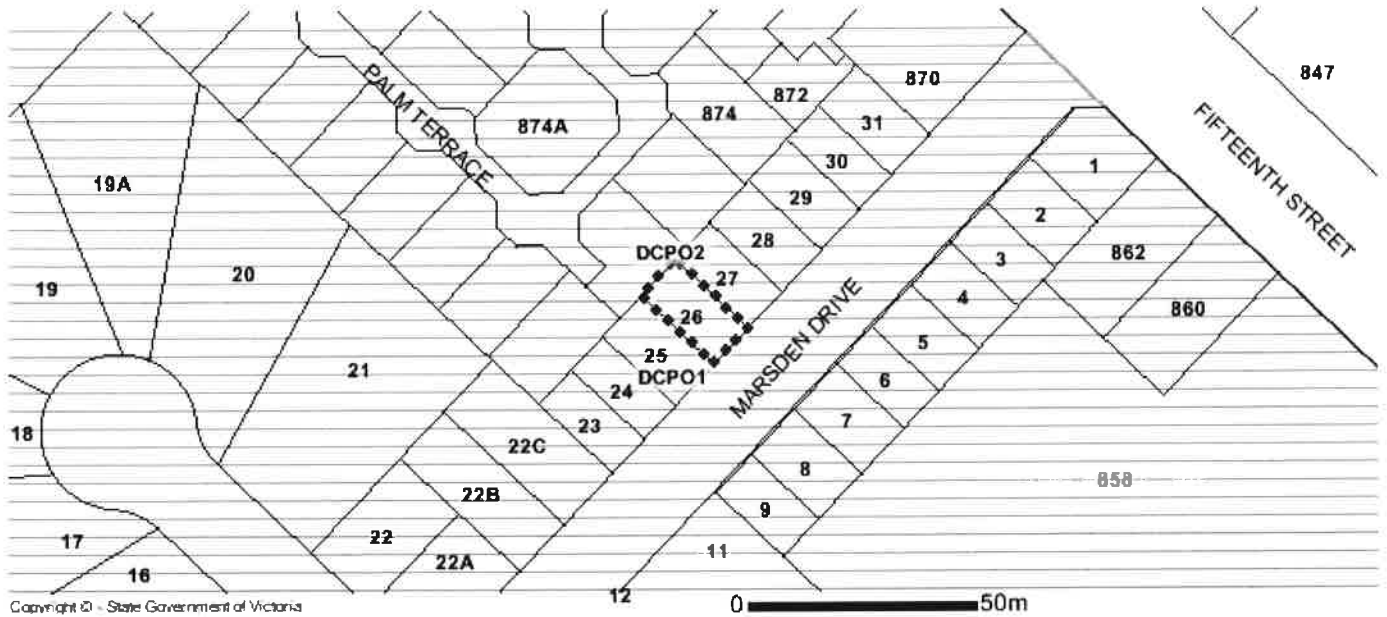
Page 1 of 4

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

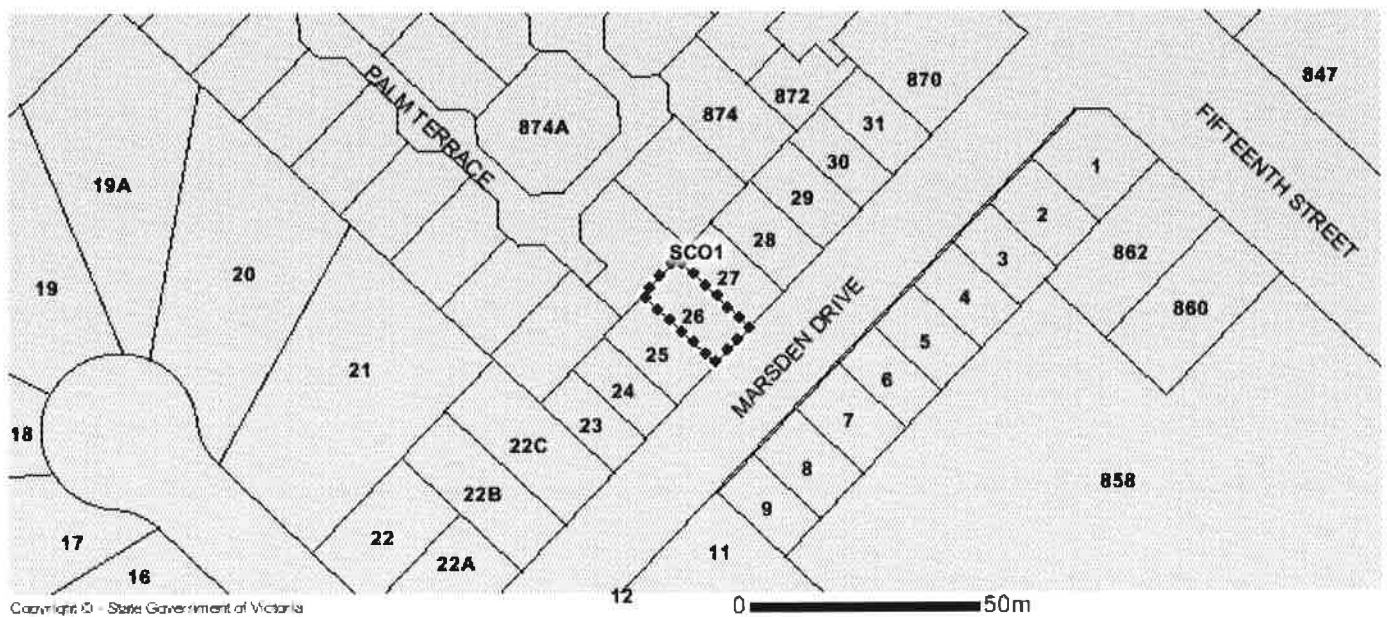


DCPO - Development Contributions Plan

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

### SPECIFIC CONTROLS OVERLAY (SCO)

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



SCO - Specific Controls

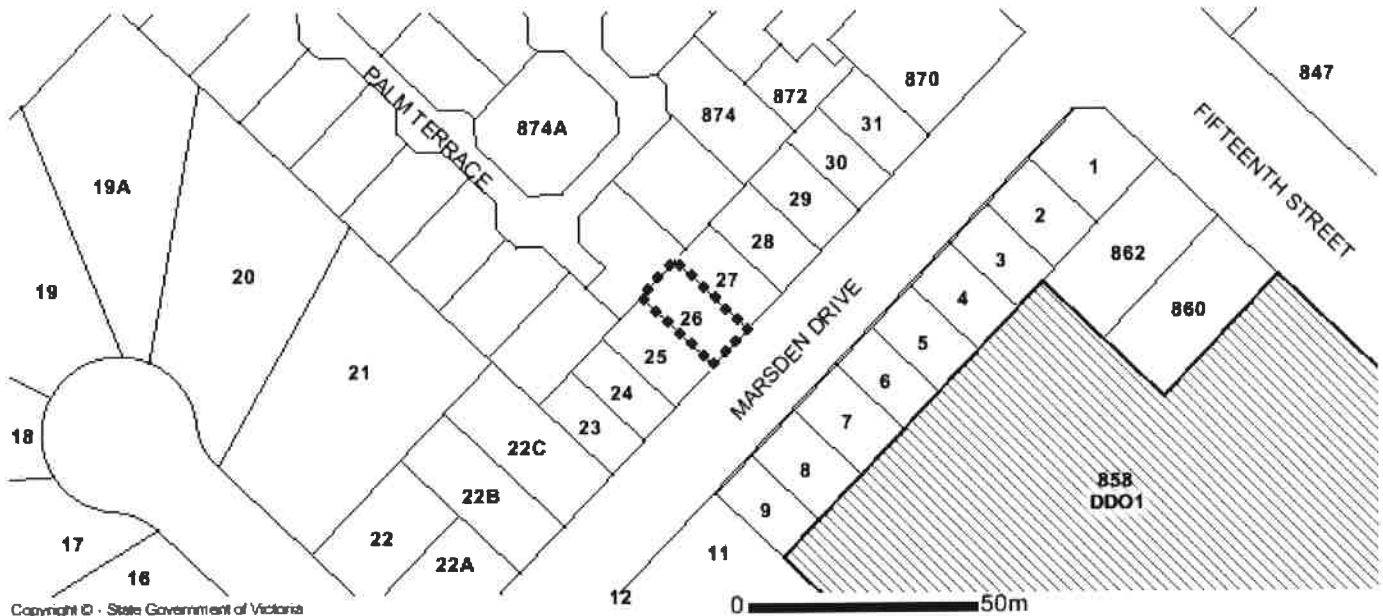
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### DESIGN AND DEVELOPMENT OVERLAY (DDO)



DDO - Design and Development

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 4 August 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>

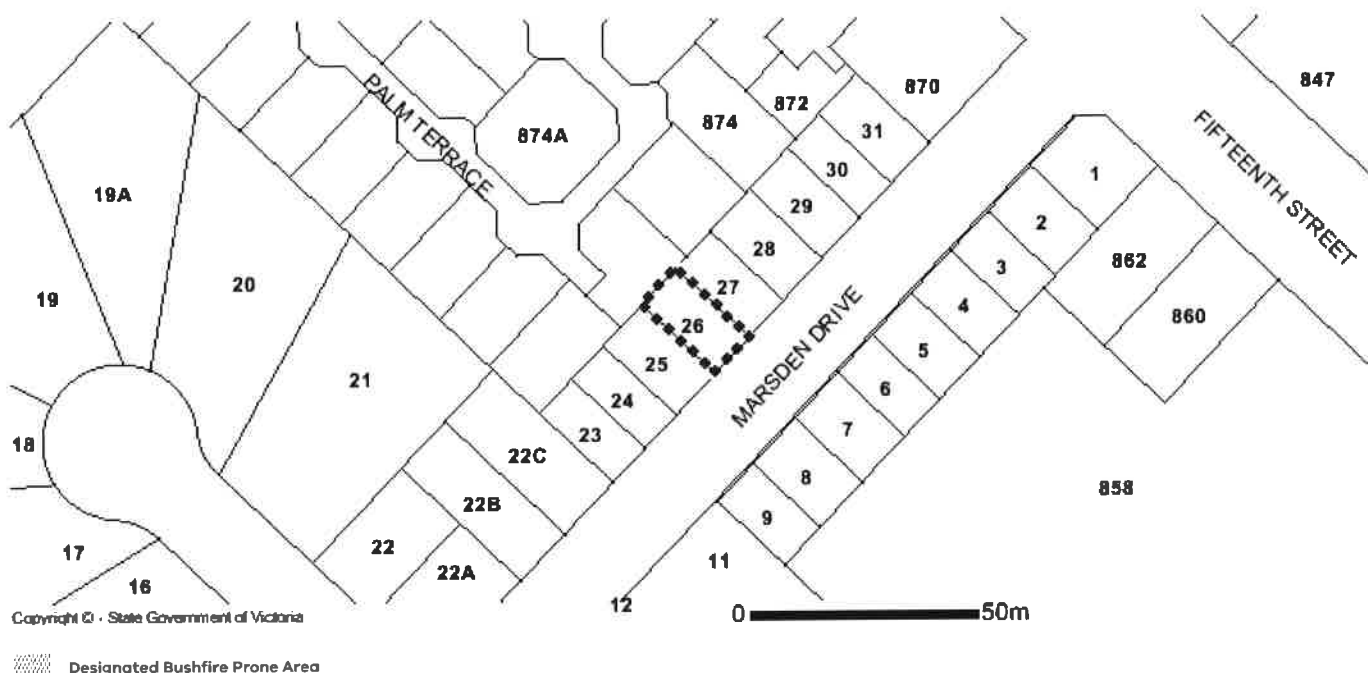
For details of surrounding properties, use this service to get the Reports for properties of interest.

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](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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





Mildura Rural City Council

Internal Use Only



TAX INVOICE

AON 42 490 937 037



Ms C A Symes  
11 Stephanie Street  
MILDURA VIC 3500

033

R0\_380050

**Total Rates & Charges For this Year**

**\$2,313.13**

Refer below for payment options

# Rate and Valuation Notice

1 July 2020 to 30 June 2021

**Property Location & Description**

26 Marsden Drive MILDURA VIC 3500  
Lot 4 PS 319652C Sec 34 Blk E

**Assessment No:** 25053

**Issue Date:** 10 September 2020

**Rate declaration date:** 1 July 2020

**Capital Improved Value:**

**Site Value:**

**Net Annual Value:**

**Valuation Date:** 1 January 2020

**AVPCC:** 112 - Semi-Detached/Terrace Home/Row House

**RATING DETAILS**

Residential Rate	0.00620605	282000	\$1,750.11
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	282000	\$15.23

**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](http://mildura.vic.gov.au/coronavirus) or call us for details.

**TOTAL AMOUNT**

**\$2,313.13**

Payment In full

Due 15 Feb 2021  
\$2,313.13

Or

1st Instalment

Due 14 Oct 2020  
\$578.29

2nd Instalment

Due 14 Dec 2020  
\$578.28

3rd Instalment

Due 28 Feb 2021  
\$578.28

4th Instalment

Due 31 May 2021  
\$578.28

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 C A Symes  
26 Marsden Drive MILDURA VIC 3500  
Assessment No: 25053

**Payment In Full: \$2,313.13**

**Or 1st Instalment: \$578.29**



**Biller code:** 93922  
**Ref:** 250530

BPAY this payment via Internet or phone banking.  
BPAY View®. View and pay this bill using internet banking.  
BPAY View Registration No.: 250530

POST billpay



Full Payment \*41 250530



**Post Billpay** **Biller code:** 0041  
**Ref:** 250530

Pay in person at any post office, phone  
13 18 16 or go to [postbillpay.com.au](http://postbillpay.com.au)

**Centrepay Ref:**  
555 054 730B

Internal Use Only





## Mildura Rural City Council

### Madden Avenue Service Centre

108 Madden Avenue, Mildura  
Phone: (03) 5018 8100  
Fax: (03) 5021 1899

### Deakin Avenue Service Centre

76 Deakin Avenue, Mildura  
Phone: (03) 5018 8100  
Fax: (03) 5021 1899

### Ouyen Service Centre

79 Oke Street, Ouyen  
Phone: (03) 5018 8600  
Fax: (03) 5092 1017

PO Box 105, Mildura Vic 3502  
DX 50014, Mildura  
mrcc@mildura.vic.gov.au  
www.mildura.vic.gov.au

### ARREARS

Payment of arrears must be made immediately unless an agreed payment arrangement is in place. As penalty interest accrues daily, please contact Council for an updated arrears amount when making payment.

### PAYING YOUR RATES

There are two ways you can pay.

#### 1. One full payment

Pay the full amount of current rates and charges in one annual payment by 15 February 2021, or

#### 2. Four quarterly instalments

Pay your rates in four separate instalments. The full amount of the first instalment must be paid by 30 September 2020. Any arrears must also be paid by this date. Any payments received after this date will be treated as part payment of the 'one full payment' option.

### INTEREST AND PENALTIES

Under Section 172 of the Local Government Act 1989, late payments will be subject to penalty interest calculated from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option. Late payments will be subject to an interest rate of 10% pa (set under the Penalty Interest Rates Act 1983) on all overdue rates and charges until paid in full. In the absence of full payment or an agreed payment arrangement, Council may utilise legal action to recover outstanding rates and charges. All associated legal costs will be borne by the ratepayer.

### FINANCIAL DIFFICULTY

Anyone experiencing financial difficulties or having trouble making rates payments should contact Council as soon as possible to discuss their circumstances and make alternative arrangements.

### ALLOCATION OF PAYMENTS

Payments received will be allocated as follows:

1. Legal Costs Owning (if any)
2. Interest Owning (if any)
3. Arrears Owning (if any)
4. Current Rates or Charges Owning

### AVPCC

An Australian Valuation Property Classification Code is applied to each property to determine land use classification for Fire Services Property Levy purposes.

### NOTICE OF VALUATION

The property described in this notice has been valued as at 1 January 2020, having regard to its present condition. Where a notice of valuation has been given by Council for the first time, a person may lodge an objection to the valuation and/or AVPCC with Council within two months of the date of issue. Any such objection must be lodged in accordance with Sec 16 of the Valuation of Land Act 1960.

A person considering objecting is advised to first discuss the matter with Council. The valuations shown may be used by other rating authorities for the purposes of a rate or tax. Regardless of any objection to the valuation, rates must be paid (as assessed) by the due date.

### RATE NOTICE APPEAL

Under Section 183 of the Local Government Act 1989, if you are a person aggrieved by a decision to classify or not classify the property described in this notice as a particular type or class for differential rating purposes, you may apply to the Victorian Civil and Administrative Tribunal within 60 days of the date of issue for a review of the decision.

Under Section 184 of the Local Government Act 1989, if you are a person aggrieved by a rate or charge imposed by Council, or by anything included or excluded from such a rate or charge, you may lodge an appeal with the County Court within 60 days of the date of issue. There are limited grounds of appeal.

Under Section 185 of the Local Government Act 1989, if you are a person aggrieved by a decision to impose a special rate or special charge imposed by Council, you may apply to the Victorian Civil and Administrative Tribunal within 30 days of the date of issue for a review of the decision. There are limited grounds of appeal.

Prior to lodging any appeal with VCAT or the County Court, ratepayers are encouraged to first discuss the matter with Council.

### CHANGE OF ADDRESS

It is the responsibility of the ratepayer to ensure Council has a current residential and postal address for the delivery of rate notices. If you change your residential or postal address you must notify Council.

### RATE CAPPING

Council has complied with the Victorian Government's rates cap of 2.0 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons- (i) the valuation of your property relative to the valuation of other properties in the municipal district; (ii) the application of any differential rate by Council; (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

### FIRE SERVICES PROPERTY LEVY ACT 2012

Council is obliged under the Fire Services Property Levy Act 2012 to apply and collect this levy on behalf of the Victorian State Government. If you are subject to this levy, and your land is rateable, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Sec 27. If you are subject to this levy and your land is classified residential for land use classification purposes but is not rateable land, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Sec 28.

### PENSIONER CONCESSION

Eligible pensioners can claim a concession on their Council rates and Fire Services Property Levy. If you have previously made an application and a concession isn't shown on your rate notice, please contact Council.

### PRIVACY INFORMATION

Information on this notice is used for Council's municipal and statutory obligations only. Council may pass on this information to authorities and agencies where these bodies require the information to perform their legislative functions.

## How to pay

### IN PERSON

Visit any of Council's Service Centres to pay by cash, cheque or EFTPOS (credit and debit cards accepted).

Office Hours  
8am - 5pm  
Monday to Friday

### MAIL

Cheque payable to 'Mildura Rural City Council'.  
PO Box 105  
Mildura VIC 3502

### DIRECT DEBIT

Contact Council to arrange direct debit payments.

### BPAY®



Contact your bank or financial institution to access BPAY from your account.  
Quote the Biller Code 93922 and Reference No. as on the front of this notice.

### eNOTICES



For emailed notices:  
[mildura.enotices.com.au](mailto:mildura.enotices.com.au)  
Reference No:  
**AE188A1ADZ**

### AUSTRALIA POST

Pay in-store at Australia Post to pay by cash, cheque, EFTPOS, debit card, MasterCard or Visa. Or by phone, 131 816 or online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)

### CENTREPAY

Call Centrelink to arrange regular deductions from your Centrelink payments. Quote Centrepay Reference No: 555 054 730B and your Assessment Number.

**MILDURA**  
741 - 759 Fourteenth Street Mildura 3500  
PO Box 1438 Mildura 3502  
AUSDOC DX50023  
Tel: (03)5051 3400 Fax: (03)5051 3480

**SWAN HILL**  
73 Beveridge Street Swan Hill 3585  
PO Box 1447 Swan Hill 3585  
AUSDOC DX30164  
Tel: (03)5036 2150 Fax: (03)5036 2180



**24 Hour Supply Emergency**  
**1800 808 830**



**KERANG**  
56 Wellington Street Kerang 3579  
PO Box 547 Kerang 3579  
AUSDOC DX57908  
Tel: (03)5450 3960 Fax: (03)5450 3967

**Reference No.** 011309

**Amount Due** \$175.05

**URBAN ACCOUNT**

**Due Date** 14-MAY-2021

MS CA SYMES  
11 STEPHANIE STREET  
MILDURA VIC 3500

Date Of Issue 8/04/2021

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

**POST** \*850 700113095

Property Address : **26 MARSDEN DRIVE MILDURA VIC 3500 (Prop:11309) - Urban Account**  
**Also known as 4/23 Marsden Dr Mildura**  
Lot 4 PS 319652C Blk E Sec 34 Vol 10347 Fol 488

Water Service Tariff  
Sewerage Service Tariff

Charge	Balance
52.09	52.09
122.96	122.96

**TOTAL OWING**

**\$175.05**



Payments/Credits since last Notice \$175.05

**Payment Slip - Methods of Payment**

**Online at [lmw.vic.gov.au](http://lmw.vic.gov.au) - Pay your Account**



**Direct Debit**  
Please contact your local office.



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



**Billpay Code: 0850**  
**Ref: 7001 1309 5**

Pay in person at any Post Office.



**Bill Code: 78477**  
**Ref: 7001 1309 5**

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](http://www.bpay.com.au)



\*850 700113095

\$175.05



**Bill Code: 78477**  
**Ref: 7001 1309 5**

**BPAY®** - Make this payment via internet or phone banking.

**BPAY View®** - Receive, view and pay this bill using internet banking.

**BPAY View** Registration No: 7001 1309 5



Payment Ref: 7001 1309 5

**By Phone**

Pay by phone (03) 8672 0582  
Standard call charges apply.

**Amount Due**

**\$175.05**

**See reverse for  
In Person and By Mail options**

These services are GST-free. The next Quarterly Notice will be mailed Jul 2021 - due mid Aug

## Account Information

In accordance with Section 274 (1) (b) of the Water Act 1989, this account has a due date period of 28 Days. The current amount is due and payable by the date shown on the front of this notice. Any arrears must be paid immediately regardless of the due date shown. The issuance of an Urban final notice will incur a fee. Interest charges will accrue against any Rural charges in arrears.

### Payment Assistance

Lower Murray Water offers a variety of flexible payment options to assist you in managing payment of your accounts. In the event that you are experiencing financial hardship we have developed a 'Code of Practice' that outlines minimum standards of service we will provide to assist you.

These options can be accessed by contacting your local office

If payment is not made or a suitable payment plan agreed to then you may be subject to further recovery action which may include restriction of water supply, application of interest and/or referral to a third party debt collection agency.

### Concession Rebates

Concession rebates are available for the following customers:

- Urban Residential.
- Domestic and Stock within Irrigation Districts.
- Domestic and Stock Private Diverters.

The above Customers holding a Centrelink PCC/HCC Card or a Department of Veteran Affairs PCC/Gold Repatriation Health Card (TPI & War Widow only) may be eligible for a Pension Concession. Please contact your local office for further details.

Concession re-application is only required if the customers circumstances have altered since last account issued.

By claiming a concession, you will be authorising Lower Murray Water to confirm your eligibility with Centrelink or the Department of Veteran Affairs. This consent will be ongoing and can be revoked by contacting Lower Murray Water.

### Water Quality - Irrigation and Rural Supply Districts

Water supplied for irrigation, rural supplies or domestic and stock purposes by Lower Murray Water is not fit for any use which may involve human consumption, directly or indirectly, without first being properly treated.

### Water Meters / Meter Failure

Please ensure there is clear access to your water meter at all times. In the event that we are unable to accurately determine your usage through your meter readings your reading will be assessed in compliance with the relevant customer charter.

### Utility Relief Grant Scheme

Customers who are unable to pay their bill because of a temporary financial crisis and fit the application criteria may qualify for a once off grant from the Department of Health and Human Services' Utility Relief Grant Scheme.

### Energy and Water Ombudsman (Victoria)

Lower Murray Water is pleased to help you in any matter regarding our services by simply calling us at any of our offices. If we cannot resolve an issue you may choose to call the Energy and Water Ombudsman (Victoria) on FREECALL 1800 500 509 or at [www.ewov.com.au](http://www.ewov.com.au).

**TTY callers dial 133 677 and quote LMW phone number 03 5051 3400**

### Interpreter Service

For Interpreter Service please call the number below.

Per avvalervi di un interprete, telefonate al numero indicato in basso.

Tercümanlık servisi için aşağıdaki telefon numarasını arayınız.

Kung nangangailangan ng interpreter, tumawag lamang sa numerong nasa ibaba.

Fetu'utaki ki he fika telefoni 'i lalo ki he potungaue fakatonulea.

Za usluge tumača molimo nazovite donji broj.

Για υπηρεσία διερμηνέων, παρακαλώ τηλεφωνηστε στον κατωτέρω αριθμό.

**13 14 50**

8/04/2021 - Record 01503-LMWPNOTP20210407123631.lmw



### In Person

Present this notice at any office listed above. EFTPOS facilities are available at all offices.



### By Mail

Make remittances payable to:  
**Lower Murray Water**  
(cross cheques Not Negotiable)

Send to: PO Box 1438 Mildura VIC 3502

### Do not include cash

In line with common business practice a receipt will not be forwarded.

Detach payment slip and forward with cheque or money order to your local office.

### Change of Address Details

Please forward to any Office listed on the front of this notice.

Name

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Address

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# Due diligence checklist

## What you need to know before buying a residential property

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