

SECTION 32 STATEMENT

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

Vendor: Michael Adam Cameron

Property: Unit 5 430 Etiwanda Avenue MILDURA VIC 3500

VENDORS REPRESENTATIVE

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

PO Box 1012
MILDURA VIC 3502

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

Ref: Warrick Watts

SECTION 32 STATEMENT
UNIT 5 430 ETIWANDA AVENUE 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 -

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	See attached	
Lower Murray Water	See attached	
Owners Corporation 522103E	See attached	

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

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: 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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UNIT 5 430 ETIWANDA AVENUE MILDURA VIC 3500

meaning of Part 9B of the *Planning and Environment Act 1987*;

- ~~— any certificate of release from liability to pay;~~
- ~~— any certificate of deferral of the liability to pay;~~
- ~~— any certificate of exemption from the liability to pay;~~
- ~~— any certificate of staged payment approval;~~
- ~~— any certificate of no GAIC liability;~~
- ~~— any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~— any notice given under that Part providing evidence of an exemption of the liability to pay;~~

OR

- ~~— a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not 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

16 / 11 / 20 21

Name of the Vendor

Michael Adam Cameron

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 21

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 10909 Folio 790

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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 10909 FOLIO 790

Security no : 124093733114J
Produced 15/11/2021 01:00 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 522103E.
PARENT TITLE Volume 08123 Folio 828
Created by instrument PS522103E 05/11/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MICHAEL ADAM CAMERON of 1598 DEAKIN AVENUE MILDURA VIC 3500
AE998175M 10/04/2007

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU451959N 15/06/2021
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS522103E 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 5 430 ETIWANDA AVENUE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 15/06/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS522103E

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
Victoria to provide this information
via LANDATA® System. Delivered at 15/11/2021, for Order Number 71417377. Your reference: WW.**

PLAN OF SUBDIVISION		Stage No.	LTO use only	PLAN NUMBER
		/	EDITION 1	PS 522103E

<p>Location of Land</p> <p>Parish: MILDURA</p> <p>Township: _____</p> <p>Section: _____</p> <p>Crown Allotment: _____</p> <p>Crown Portion: 1 (PART)</p> <p>LTO base record: VICMAP DIGITAL PROPERTY</p> <p>Title References: Vol 8123 Fol 828</p> <p>Last Plan Reference: L.P.29246 (LOT 2)</p> <p>Postal Address: 1926 ETIWANDA AVENUE, MILDURA, 3500.</p> <p>MGA Co-ordinates: E 607000 (01 approx. centre of plan) N 6214700 Zone 54</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: MILDURA RURAL CITY COUNCIL Ref: 50627</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</p> <p>Date of original certification under section 6 / /</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">Open Space</p> <p>(i) A requirement for public open space under section 18 Subdivision Act 1988 has has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council Delegate Council seal</p> <p>Date 24 / 11 / 03</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate Council seal</p> <p>Date / /</p>
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Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Notations	
Depth Limitation: DOES NOT APPLY	<p>Staging This is/is not a staged subdivision Planning Permit No. P03/193</p>
<p>Survey:- This plan is / is not based on survey.</p> <p>To be completed where applicable.</p> <p>This survey has been connected to permanent marks no(s).357&774</p> <p>In Proclaimed Survey Area no. _____</p>	

Easement Information					LTO use only
<p>Legend: E - Encumbering Easement or Condition In Crown Grant In the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)</p>					<p>Statement of Compliance / Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date 28 / 10 / 2005</p>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	WATER SUPPLY	1.22	L.P. 29246	LOTS ON L.P.29246	

<p>LICENSED SURVEYOR: ROBERT BRUCE FREEMAN</p> <p>REF 7592 VERSION 1 DATE 19/10/2003 SIGNATURE _____</p>				<p>LTO use only</p> <p>PLAN REGISTERED</p> <p>TIME 9.48am</p> <p>DATE 5 / 11 / 2005</p> <p><i>Edmunds</i> Assistant Registrar of Titles</p> <p>Sheet 1 of 3 Sheets</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
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FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

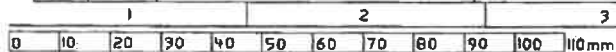
TELEPHONE: (03) 50236239

PS 522103E

JOHNS STREET

MGA 70NF 54

DATE / /
COUNCIL DELEGATE SIGNATURE



FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 15/11/2021 01:17:31 PM

OWNERS CORPORATION 1
PLAN NO. PS522103E

The land in PS522103E is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 10.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
123 CHURCH STREET HAWTHORN VIC 3122

AL285347Y 12/08/2014

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 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/11/2021 01:17:31 PM

OWNERS CORPORATION 1
PLAN NO. PS522103E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Total	100.00	100.00

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

Statement End.



Mildura Rural City Council

Internal Use Only



TAX INVOICE



Mr M A Cameron
C/- Collie & Tierney
PO Box 378
MILDURA VIC 3502



033
1015141
R2_15185

Total Rates & Charges For this Year

\$1,781.96

Refer below for payment options

Rate and Valuation Notice

1 July 2021 to 30 June 2022

Property Location & Description

Unit 5 430 Etiwanda Avenue MILDURA VIC 3500
Lot 5 PS 522103E Sec 29 Blk F

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

RATING DETAILS

Residential Rate	0.0059305	204000	\$1,209.82
Waste Management	446.1	1	\$446.10

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)	114.00	1	\$114.00
Residential Fire Levy (Variable)	0.000059	204000	\$12.04

Assessment No: 30908

Issue Date 6 August 2021

Rate declaration date: 1 July 2021

Capital Improved Value:

Site Value:

Net Annual Value:

Valuation Date: 1 January 2021

TOTAL AMOUNT

\$1,781.96

Payment In full Due 15 Feb 2022 \$1,781.96	Or	1st Instalment Due 30 Sep 2021 \$445.49	2nd Instalment Due 30 Nov 2021 \$445.49	3rd Instalment Due 28 Feb 2022 \$445.49	4th Instalment Due 31 May 2022 \$445.49
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Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.
Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Mr M A Cameron

Unit 5 430 Etiwanda Avenue MILDURA VIC 3500

Assessment No: 30908

Payment In Full: \$1,781.96

Or 1st Instalment: \$445.49



Biller code: 93922
Ref: 309088

BPAY this payment via internet or phone banking.
BPAY View® View and pay this bill using internet banking.
BPAY View Registration No.: 309088

POST billpay



Full Payment *41 309088



Post Billpay Biller code: 0041
Ref: 309088

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

Centrepay Ref:
555 054 730B

Internal Use Only



Call Centre: 1800 808 830

1800 808 830



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

URBAN ACCOUNT

Date Of Issue 16/07/2021



405837-001 016982(38265) 0033
MR MA CAMERON
C/- COLLIE & TIERNEY
PO BOX 378
MILDURA VIC 3502

Reference No: 040954

Amount Due: \$174.22

Due Date: 13-AUG-2021

Tariffs and Charges Notice
1st Quarter 2021/22
01/07/2021 - 30/09/2021

POST *850 700409543

Property Address : U 5/430-432 ETIWANDA AVENUE MILDURA VIC 3500 (Prop:40954) - Urban Account
Lot 5 PS 522103E Blk F Sec 29 Vol 10909 Fol 790

Water Service Tariff	Charge 51.84	Balance 51.84
Sewerage Service Tariff	122.38	122.38

TOTAL OWING \$174.22



Payments/Credits since last Notice \$175.05

Payment Slip - Methods of Payment
Online at 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 our Call Centre 1800 808 830



Billpay Code: 0850
Ref: 7004 0954 3

Pay in person at any Post Office



Biller Code: 78477
Ref: 7004 0954 3

Contact your bank or financial institution to make this payment free of charge.
Savings, debit, credit transfer transaction all used. Please visit lmw.vic.gov.au

040954

U 5/430-432 ETIWANDA AVENUE MILDURA VIC 3500 (Prop:40954) - Urban Account



*850 700409543

\$174.22



Billers Code: 78477
Ref: 7004 0954 3

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

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

BPAY View Registration No: 7004 0954 3

Amount Due

\$174.22

Payment Ref: 7004 0954 3

By Phone

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

See reverse for
In Person and By Mail options



OC No 522103E

430-432 Etiwanda Avenue MILDURA VIC 3500
Lot 5 (Unit 5)

OWNERS CORPORATION CERTIFICATE

03 7020 6300

ISSUED: 10 November 2021

If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2018
Subdivision Act 1988

Owners Corporation No. 1 Strata Plan No. 522103E
Registered Address: 430-432 Etiwanda Avenue MILDURA VIC 3500
Lot Address: As above

Vendor Name: Mr M A Cameron
Reference: Not Available

Purchaser Name:
Contact Details:

This certificate is issued for Lot 5 / Unit 5 on Plan No. 522103E

The postal address of which is c/- Body Corporate Strata Group PO Box 7078 Hawthorn Vic 3122

IMPORTANT: The information in this certificate is issued on 10 November 2021. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$1160.85 per annum for the year commencing 01 July 2021 paid Quarterly.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Contribution Amount
01 July 2021	\$290.21
01 October 2021	\$290.21
01 January 2022	\$290.21
01 April 2022	\$290.21

NOTE: The contribution amounts shown may vary slightly due to rounding.

2. The fees are paid up until 31 December 2021. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any Unpaid fees is now \$0.00. The total of any Unpaid Special Levy fees is \$0.00.

4. The following adjustment levy has been struck and is payable on the date indicated below:
Nil

5. The following special fees or levies have been struck and are payable on the dates indicated below:
Nil

6. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:
Nil

7. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP Property Group
Last Valuation Date:	26 July 2020
Amount At Last Valuation Date:	\$2,330,000.00
Next Insurance Valuation Due Date:	26 July 2023
Insurer:	Strata Insurance - CHU
Policy Number:	HU0000019918
Sum Insured:	\$2,399,900.00
Premium:	\$5,059.10
Policy Expiry Date:	01 November 2022

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

Policy Type: CHU Residential Strata Insurance Plan
Insured: OC No. 522103E
Situation: 430 Etiwanda Avenue, MILDURA VIC 3500
Policy Period: 01.11.2021 to 01.11.2022 at 4.00pm
Covering:

Policies Selected		Sum Insured
POLICY 1	INSURED PROPERTY	
-	Building:	\$2,399,900
	Common Area Contents:	\$23,999
	Loss of Rent & Temporary Accommodation (total payable)	\$359,985
POLICY 2 -	LIABILITY TO OTHERS	\$30,000,000
	VOLUNTARY WORKERS	
POLICY 3 -	Death:	\$200,000
	Total Disablement:	\$2,000 per week
POLICY 4 -	WORKERS COMPENSATION	Not Available
POLICY 5 -	FIDELITY GUARANTEE	\$250,000
POLICY 6 -	OFFICE BEARER'S LEGAL LIABILITY	\$5,000,000
POLICY 7 -	MACHINERY BREAKDOWN	Not Selected
POLICY 8 -	CATASTROPHE INSURANCE (Insured Property)	\$359,985
	Extended Cover – Loss of Rent & Temp Accommodation	\$53,997
	Escalation in Cost of Temporary Accommodation	\$17,999
	Cost of Removal, Storage and Evacuation	\$17,999
POLICY 9 -	Government Audit Costs and Legal Expenses	
	Government Audit Costs:	\$25,000
	Appeal expenses - common property health & safety breaches:	\$100,000
	Legal Defence Expenses	\$50,000
POLICY 10 -	LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	\$250,000

Flood Cover is included.

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

EXCESSES

Policy 1 – Insured Property

Standard: \$500

Other excesses payable are shown in the Policy Wording.

Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

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

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

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

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

Underwriting Agency: CHU Underwriting Agencies Pty Ltd
Level 21/150 Lonsdale Street
MELBOURNE VIC 3000
ABN: 18 001 580 070 AFSL: 243 261

Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
ABN: 78 003 191 035 AFSL: 239 545

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an administer an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no
234722

PO Box 7069, Hawthorn North VIC 3122 Tel: 03 9597 0357
Email: contacts@stratainsurance.net Web: www.stratainsurance.net

8. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:

Nil

9. The total funds held by the Owners Corporation as at 10 November 2021 are:

Admin Fund: \$1,451.79

Maintenance Fund: \$0.00

Total Fund Held: \$1451.79

10. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:

None known as of this stage except that the Manager has the authority to raise a cash flow levy at any stage should the Owners Corporation hold insufficient funds to meet the building insurance premium and/or ongoing working capital requirements of the common property.

Nil

11. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:

Nil

12. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:

Nil

13. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:

Nil

14. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

Nil

15. The Owners Corporation has resolved to appoint a manager.

16. No proposal has been made for the appointment of an administrator.

17. Any other Information:

This Certificate is valid for sixty (60) days from the date of this Certificate.

If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

18. The following documents are attached:

1. OC Certificate Pack Front Cover
2. Minutes Of Most Recent Meeting
3. Model Rules
4. Statement of Advice and Information

For all Notice of Acquisitions and Notice of Dispositions please forward to feedback@bodycorporatestrata.com.au.

Signed on behalf of the Owners Corporation 522103E by



Andrea Vergara
Body Corporate Strata Group
PO Box 7078 Hawthorn Vic 3122



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register

Minutes of the Annual General Meeting

Owners Corporation	522103E
Property Address	430-432 Etiwanda Avenue MILDURA VIC 3500
Meeting Date	Tuesday, 27 July 2021
Meeting Location	Teleconference Number (03) 7020 6310 John Burgess [Pin 27315]
Meeting Commenced	9:30 AM
Rep by	John Burgess
Members Present	Mr Curtis (6)
Proxies	Nil
Apologies	Nil
Non Attendance	John Thompson (1), Ms Kerr (2), Mr Northey (3), Gary Wintle (4), Mr Cameron (5), Ms Carter (7), Marjorie Dettorre (8), K.L Ltd (9), Nicole Hicks (10)
Non Financial Attendee	Nil

1. Election Of A Chairperson For The Meeting

John Burgess is elected Chairperson for the Annual General Meeting.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot	Attendance by UOL
Total Eligible Attendees: 1	Total Eligible Attendee UOL: 10
Total Units: 10	Total UOL: 100
Attendance Percentage: 10 %	Attendance Percentage: 10%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: N/A

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's Report as presented by the Manager.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

5. Committee Report

It was noted that the Committee did not table a Report.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Notes: It was noted that the Committee did not table a Report.

6. Financial Reports

Year ending: 30-Jun-2022

Bank balance (Administration): \$6,148.64

Bank balance (Maintenance/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Notes: Members enquired why there was a special levy raised in October/November 2020. This was for paying the insurance renewal as there was a cashflow matter at the time.

7. Building Insurance

General Advice Warning

The Manager recommends that the Members of the Owners Corporation refer to the Product Disclosure Statement to make an assessment on whether the product satisfies your building needs and objectives.

The PDS can be downloaded from the Insurance Documents section of the Generic Documentation area in your StrataPort account.

Otherwise, please refer to the Insurance Underwriter.

Insurance Broker Name:	Strata Insurance
Last Insurance Valuation Supplier Name:	WBP Property Group
Last Valuation Date:	26-Jul-2020
Last Valuation Amount:	\$2,330,000.00
Next Insurance Valuation Due Date:	26-Jul-2023
Insurer:	Strata Insurance - CHU
Policy Number:	HU0000019918
Premium:	\$4,331.00
Policy Expiry Date:	01-Nov-2021

A copy of the full Insurance policy is available on StrataPort at <https://bcsg.oc.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to accept the suggested building insured amount, inclusive of office bearers liability insurance, upon renewal.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$27.50 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, WorkCover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

8.1 Gutter Cleaning

Works Category:
Plumbing

Works Description:
The Members of the Owners Corporation resolved by ordinary resolution that Gutter Cleaning to be carried out to all lots.

Pre Authorised Approval Amount:
\$0.00

Preferred Number Of Quotes:
N/A

Preferred Basis To Proceed With Quotes:
N/A

Nominated Representative Name / Contact Information:

Works Managed By:
OC Manager

Special Levy Required:
a special levy may be raised to meet the expected costs of these works

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

8.2 Driveway pavers

Works Category:
General repairs & maintenance

Works Description:
The Members of the Owners Corporation resolved by ordinary resolution that brick pavers in driveway are lifting in a number of sections along the common driveway. Attached is a quote to

repair the driveway. There is a surplus of funds currently to go towards this maintenance. Members decided to wait for 12 months to increase the surplus funds, This will assist in owners having to, not raise a large levy to complete this works next year.

Pre Authorised Approval Amount:
\$0.00

Preferred Number Of Quotes:
N/A

Preferred Basis To Proceed With Quotes:
N/A

Nominated Representative Name / Contact Information:

Works Managed By:
OC Manager

Special Levy Required:
a special levy may be raised to meet the expected costs of these works

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

9. Maintenance Plan

A prescribed Owners Corporation must prepare a Maintenance Plan in accordance with the Owners Corporation Act 2006 Section 37. An Owners Corporation other than a prescribed Owners Corporation may also prepare a Maintenance Plan. Note that a prescribed Owners Corporation has more than 100 lots (including storage lots, car parking lots and accessory lots) or collects more than \$200,000 in annual fees in a financial year. This fee total includes fees collected from separate owners corporations for storage lots, car parking lots and accessory lots and for general administration and maintenance and contributions to maintenance plans. It does not include extraordinary fees as determined by the Owners Corporation Act 2006 Section 24.

The Members of the Owners Corporation resolved by ordinary resolution not to prepare a maintenance plan as the owners corporation is not a prescribed owners corporation.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Caretaking requirements of the common property are being completed satisfactorily.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

11. OHS Requirements

30-Jun-2016

Last OHS Report is more than 3 years: Yes

Notwithstanding the Manager's recommendation to undertake an OH&S inspection and assessment, the Members of the Owners Corporation resolved by ordinary resolution that an OH&S inspection and

assessment is not to be undertaken this year.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Notes: Members advised that a report could be obtained after next Annual General Meeting.

12. Essential Safety Measures

Last ESM Report Date: N/A

Notwithstanding the Manager's recommendation to undertake an Essential Safety Measures Report, the Members of the Owners Corporation resolved by ordinary resolution that an Annual Essential Safety Measures Report is not to be undertaken this year.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

GL Code	Description	Proposed Total	Amended Total
DSBRSMT-A	Disbursement Fee	\$510.00	\$510.00
LEGIS-CMPLNC-A	Legislative & Compliance Fee	\$440.00	\$440.00
MAINTENANCE-A	Maintenance	\$1,210.00	\$1,210.00
MGMT-FEES-A	Management Fees	\$2,625.00	\$2,625.00
CARETAKING-A	Caretaking	\$532.40	\$532.40
ELECTRICITY-A	Common Electricity	\$598.85	\$598.85
INS-PREMIUM-A	Insurance Premium	\$5,197.20	\$5,197.20
PROF-SVC-FEES-A	Professional Services - Accounting/Legal/Other	\$55.00	\$55.00
SCHEDULE-2.2-A	Schedule 2.2 charges	\$440.00	\$440.00
Total Admin Fund		\$12,848.45	\$11,608.45

Maintenance Fund

GL Code	Description	Proposed Total	Amended Total
Nil Maintenance Fund items			
Total Maintenance Fund		\$0.00	\$0.00
Total Budget		\$12,848.45	\$11,608.45

Notwithstanding the recommended budget as proposed, the Members of the Owners Corporation resolved

by ordinary resolution to amend the budget as proposed by the Manager. Members further resolved 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.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Notes: It was resolved to amend the budget to reduce OH&S report \$0, to reduce OH&S - Repairs & Maintenance \$0.

15. Owners Corporation Contributions

Total UOL: 100

Fee Frequency: Quarterly

Fee Year Start Date: 01-Jul-2021

Instalment Number	Date
1	01-Jul-2021
2	01-Oct-2021
3	01-Jan-2022
4	01-Apr-2022

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1	John Thompson (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
2	Ms Kerr (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
3	Mr Northey (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
4	Gary Wintle (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
5	Mr Cameron (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
6	Mr Curtis (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
7	Ms Carter (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
8	Marjorie Dettorre (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
9	K.L Ltd (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
10	Nicole Hicks (UOL: 10)	\$1,284.85	\$1,160.85	\$321.21	\$290.21
Grand Total:		\$12,848.45	\$11,608.45		

The Members of the Owners Corporation resolved by ordinary resolution to amend the Owners Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Notes: Please refer to the amended budget for details.

16. Election Of The Committee

Lot	Owner Name	Committee
-----	------------	-----------

Lot	Owner Name	Committee
1	John Thompson	--
2	Ms Kerr	Chairperson
3	Mr Northey	--
4	Gary Wintle	--
5	Mr Cameron	--
6	Mr Curtis	Secretary
7	Ms Carter	--
8	Marjorie Dettorre	--
9	K.L Ltd	--
10	Nicole Hicks	--

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Committee.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Notes: An error in the computer system has elected Mr Curtis as secretary. The manager is to take on this role.

17. Election Of The Chairperson

Chairperson: Ms Kerr

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

18. Election of the Secretary

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Notes: An error in the computer system has elected Mr Curtis as secretary. The manager was elected to take on this role.

19. Designation Of Public Officer

The Members of the Owners Corporation resolved by ordinary resolution to appoint the proposed officers of the Manager to be Public Officer and Additional Authorised ATO Contact with the Australian Taxation Office.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

20. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983. The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice 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.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

21. Arrears

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for an Overdue Administration Fee of the Proposed 30 Day Arrears Penalty Amount and that all Contributions overdue by 60 days from the due date will be liable for an Overdue Administration Fee of the Proposed 60 Day Arrears Penalty Amount, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation 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.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

No resolution required for this agenda item.

24. Appointment Of The Manager

The Members of the Owners Corporation resolved by ordinary resolution to appoint Body Corporate Strata Group as the Manager of the Owners Corporation. The fees will be charged as per the resolved budget. The Members further resolved that in accordance with the Owners Corporation Act 2006 Part 6 Section 119 two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal. A copy of the Contract of Appointment was available at the Annual General Meeting. It is noted that should the Members fail to fully execute this Contract of Appointment then the previous executed Contract of Appointment will remain in force.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

25. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to 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 Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 26-Jul-2022

Location: Teleconference

Address: Teleconference Number (03) 7020 6310

Room: John Burgess [Pin 27315]

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 6, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Meeting Closed: 27-Jul-2021 10:00 AM

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.



QUOTE

QUOTATION ONLY - NO INVOICE

Date
12 Jun 2020

Expiry
12 Jul 2020

Quote Number
QU-0064

ABN
95 205 591 735

WAYNE'S LAWN
MOWING & GARDEN
CARE
PO BOX 1937
MILDURA VIC 3502
P: 0419 132 798

430 - 432 ETIWANDA AVENUE MILDURA, VIC, 3500 (522103E)

Description	GST	Amount AUD
- REMOVE ALL BROKEN PAVERS	10%	6,710.00
- REMOVE OLD DIRT FROM UNDER PAVERS AND RE-LEVEL WITH NEW SAND		
- LAY NEW (SECOND HAND) PAVERS SUPPLIED BY UNIT 2		
- COMPACT ALL		
- SPREAD POWER LOCK PAVING SAND		
SAND	10%	70.00
POWER LOCK PAVING SAND	10%	250.00
UNIT 2 HAVE ABOUT 600 PAVERS THAT CAN BE USED. IF ALL THESE PAVERS ARE USED UP AND NEW ONES WILL NEED TO BE PURCHASED AT AN ADDITIONAL COST		
	Subtotal	7,030.00
	TOTAL GST 10%	703.00
	TOTAL AUD	7,733.00

Schedule 2—Model rules for an owners corporation

Regulation 11

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 the owner or occupier's 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 external 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 the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's 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**.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, 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 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.

SCHEDULE Residential Tenancies Act 1997/98 (Residential Tenancies Regulations 2008)



**first
national**
REAL ESTATE

Collie & Tierney

This is a lease renewal of the premises with the new lease period agreement made on the **1** day of **December 2018** At 67 Lime Avenue, Mildura Vic 3500

LANDLORD: Name: M. Cameron
(A.B.N. if landlord is a company): -
Address: C/- 67 Lime Avenue, Mildura Vic 3500

AGENT: Registered Business Name: **Collie & Tierney (Mildura) Pty Ltd**
(A.B.N. if agent is a Company): **38 005 110 118**
Address: **67 Lime Avenue**
Mildura Vic 3500
Telephone Number: **03) 5021 2200**
Fax Number: **03) 5021 1213**

TENANT (1): Name: Kerrie Bridge
(A.B.N. if tenant is a company): -
Address: 5/430 Eliwanda Avenue, Mildura VIC 3500

TENANT (2): Name: -
Address: -

TENANT (3): Name: -
Address: -

TENANT (4): Name: -
Address: -

PREMISES: **5/430 Eliwanda Avenue, Mildura VIC 3500**
(*Together with those items indicated in the condition report)

RENT: The rental amount is **\$225.00** Per week.
The date the first payment is due is **Saturday, 1 December 2018**

BOND: A bond has been paid of **\$953.00** to the landlord/agent on **1 December 2018**
In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME:	AMOUNT:
NAME:	AMOUNT:
NAME:	AMOUNT:

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority

PERIOD: **Renewal Term:** 12 Months
Original Lease Start Date: **Saturday, 1 December 2018**
Renewal Start Date: **Tuesday, 1 December 2020**
Termination Date: **Tuesday, 30 November 2021**

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

The agreement will commence from the and will continue until terminated in accordance with the **Residential Tenancies Act 1997**

SIGNED: By the Landlord/Agent: Catherine Mitten In presence of th (Witness)

SIGNED: By the Tenant/s [Signature] In the presence of th (Witness)

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

GUARANTEE: To the within names landlord
I/We
of

HERBY GUARENTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above **AGREEMENT**. You may without affecting my/our liability under this **AGREEMENT** grant time or other concessions to or compromise with the **TENANT/S** and this Guarantee shall be a continuing Guarantee in all respects. **SIGNED, SEALED AND DELIVERED**

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

Residential Tenancy Agreement

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2006



Collie & Tierney

Conditions of Agreement

1. Condition of the premises

The Landlord must-

- Ensure that the premises are maintained in good repair; and
- If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

2. Damage to the premises

The TENANT must ensure that care is taken to avoid damaging the rented premises.

- The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

3. Cleanliness of the premises

- The LANDLORD must ensure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

4. Use of premises

The TENANT must not use or allow the premises to be used for any illegal purpose.

- The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

5. Quiet enjoyment

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

6. Assignment or sub-letting

The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.

- The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, cost or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

7. Residential Tenancies Act 1997

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

8. Ancillary use of the premises

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

9. Utility Charges

9.1 The landlord is liable for the costs and charges set out in section 53(1) and (if applicable section 54 of the **Residential Tenancies Act 1997**). (Note: Details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

9.2 The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

9.3 If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.

9.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.

9.5 If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

10. Landlord insurance

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

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

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

11. Light globes and fluorescent tubes

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

12. Tenant to advise landlord or agent of defects

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

13. Damage to the premises

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

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

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

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

14. Cleaning carpets on vacating the premises

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

15. Fasteners, antennas and signs

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

16. Smoke detectors

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

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

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

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

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

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

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

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

18. Storage and removal of waste and rubbish

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

19. Washing

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

20. Garden

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

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

21. Pets

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

22. Changes in occupation of the premises

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

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

- A pro-rata letting fee;
- Advertising or marketing expenses incurred;
- Rental data base checks on applicants;
- Rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

22.3 The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

23. Tenant intending to leave when the lease ends

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

24. Return of keys and obligation to pay rent

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

25. Tenant remaining in possession after the tenancy ends

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

26. Landlord requiring the premises when the lease ends

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

27. Changing locks and alarm code

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

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

28. "To Let" signs

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

29. "Auction" and "For Sale" signs

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

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

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

31. Tenant cannot use bond money to pay rent

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

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

32. Increase the rent

31.1 Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the **Residential Tenancies Regulations 2008**. Under a tenancy agreement entered into before 19 June 2019, the landlord cannot increase your rent more than once every 6 months. All leases entered into on or after 19 June 2019, the landlord cannot increase your rent more than once every 12 months.

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

33. Smoking

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

34. Dog

The landlord agrees to allow the Tenant to keep a dog provided that the dog remains outside and any damage caused by the said dog is made at the Tenant's cost.

35. Non-Disparagement

35.1 The tenant agrees not to make a negative or disparaging media release, announcement, blog, public statement or article for publication (negative social media publication) about the services provided by Collie & Tierney First National whether in electronic form or otherwise, except after having first referred the matter to Collie & Tierney First National and after having provided Collie & Tierney First National with a reasonable opportunity to address or rectify the matter of concern to the customer.

35.2 In the event that the tenant makes a negative social media publication about the services provided by Collie & Tierney First National, the tenant shall be liable to and shall wholly indemnify the member against any and all loss or damage arising from such negative social media publication where the matter giving rise to the negative social media publication was not first referred to Collie & Tierney First National and the member given reasonable opportunity to address or rectify the concern or, the negative social media publication does not constitute genuine feedback or information concerning the services provided by the member in accordance with Australian Consumer Law

3. Lease Break

If breaking the lease, the following conditions will apply.

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

PLANNING PROPERTY REPORT



Environment,
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and Planning

From www.planning.vic.gov.au at 10 November 2021 02:41 PM

PROPERTY DETAILS

Address: **5/430 ETIWANDA AVENUE MILDURA 3500**
Lot and Plan Number: **Lot 5 PS522103**
Standard Parcel Identifier (SPI): **5\PS522103**
Local Government Area (Council): **MILDURA**
Council Property Number: **30908**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 535 Q9**

www.mildura.vic.gov.au

[Planning Scheme - 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**

OTHER

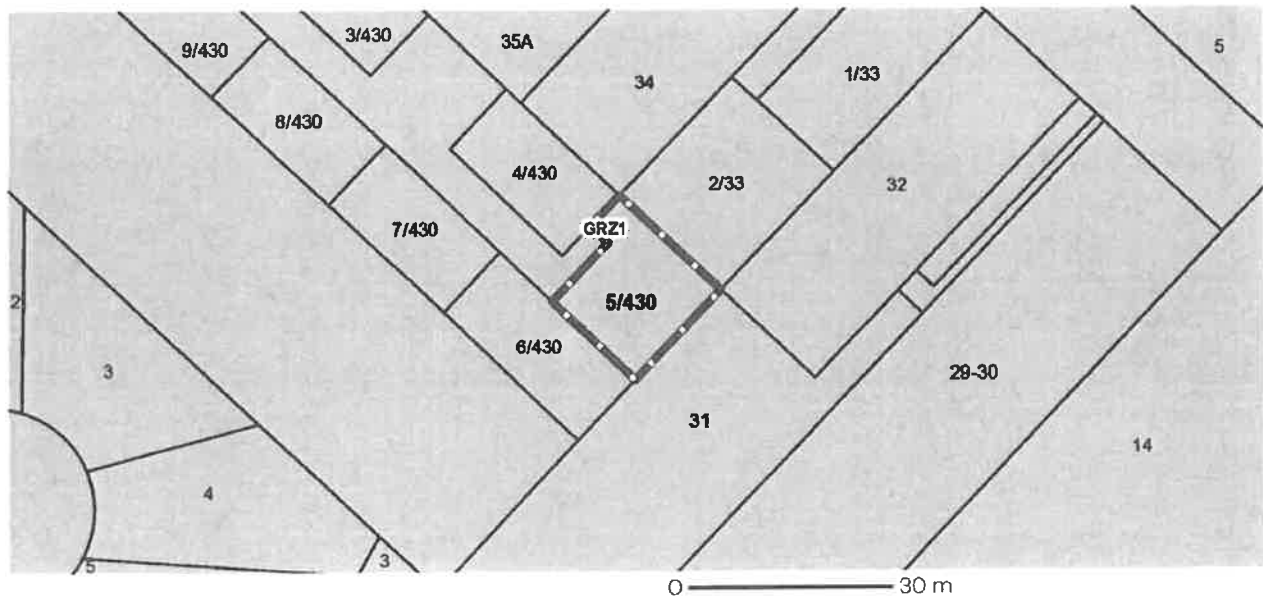
Registered Aboriginal Party: **First People of the Millewa-Mallee**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

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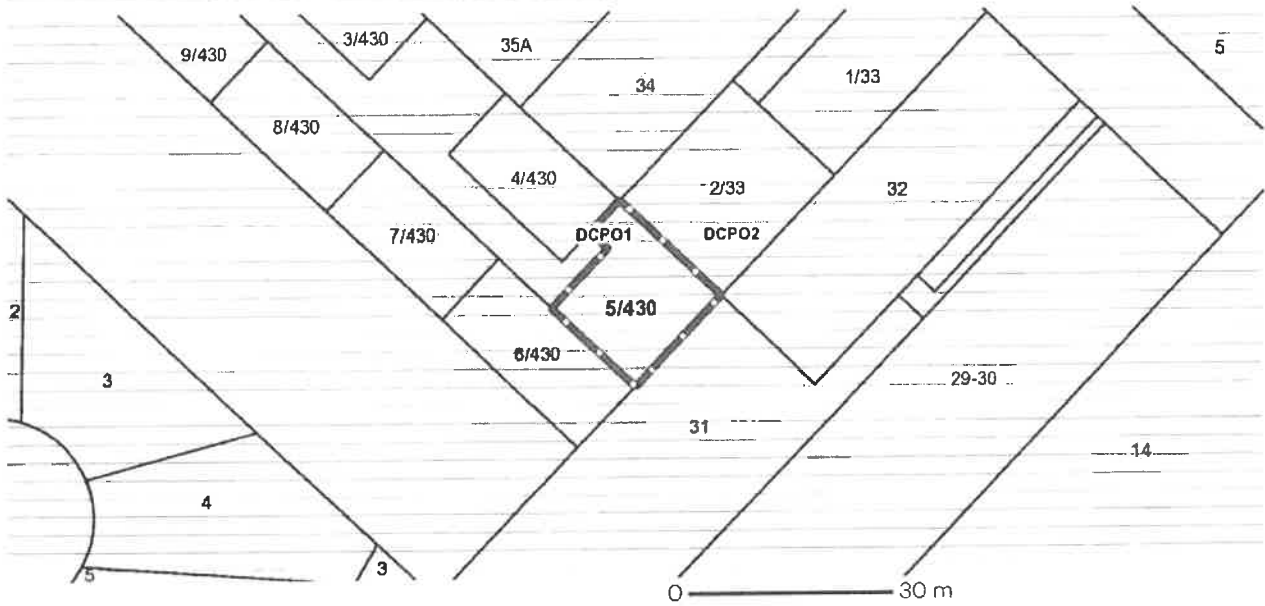
Environment,
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Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

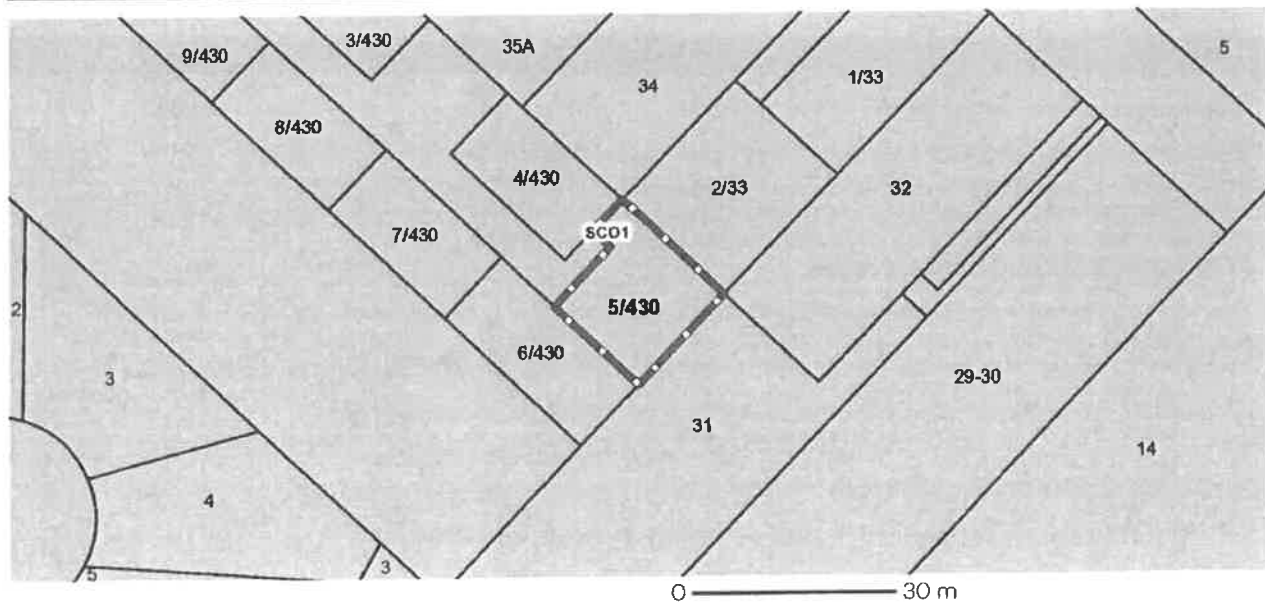


DCPO - Development Contributions Plan

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

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PLANNING PROPERTY REPORT



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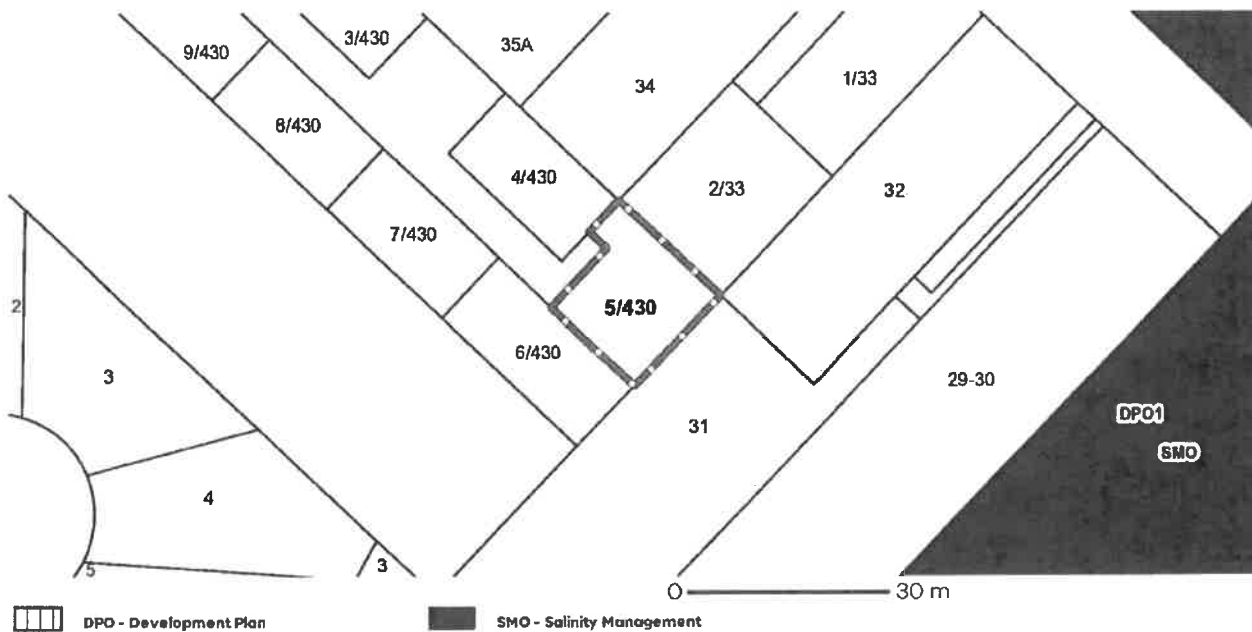
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

SALINITY MANAGEMENT OVERLAY (SMO)



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 November 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 <https://mapshare.maps.vic.gov.au/vicoplan>

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

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I have read the disclaimer and understand that the information in this report is the proposed information that is not a binding document. I am not a party to the sale of the land and I am not a party to the sale of the land.

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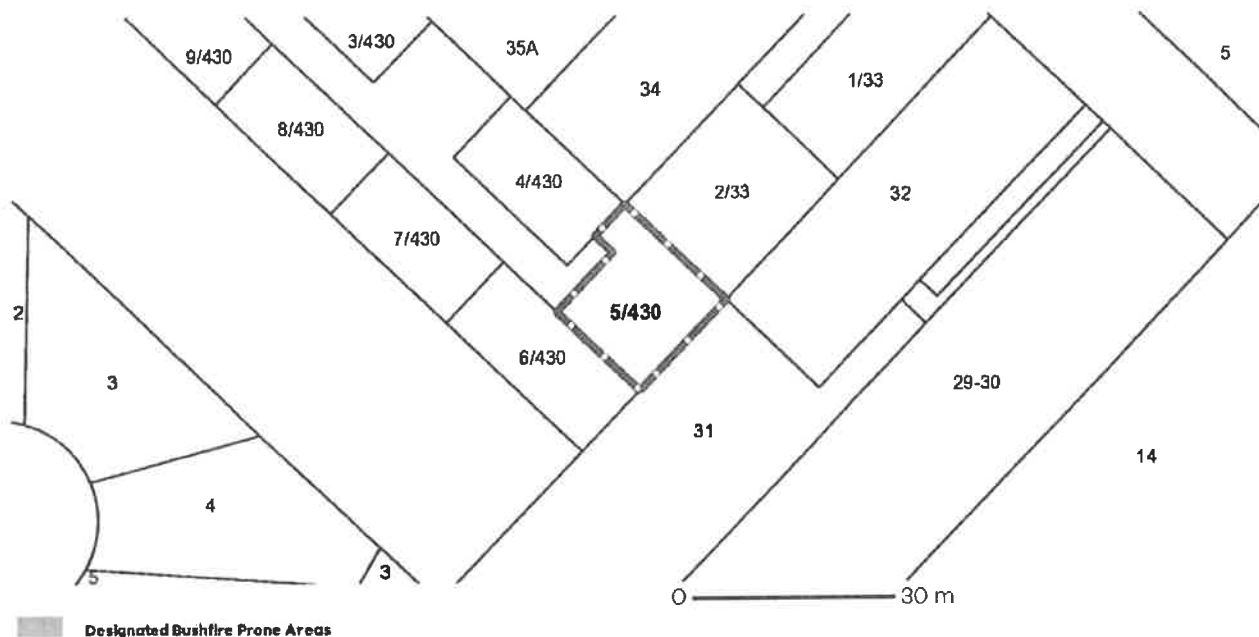
PLANNING PROPERTY REPORT



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Designated Bushfire Prone Areas

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au/>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

Native Vegetation

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

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

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

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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](http://consumer.vic.gov.au/duediligencechecklist) on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

