

Contract of Sale of Land

Private (non-Auction) Sale

+

Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

Property:

2/36 Pepperbush Crescent, Langwarrin, 3910

Vendor:

Christopher John Davies and Patricia Anne Davies

Purchaser:

Prepared by:

Allied Conveyancing Services Pty Ltd

Conveyancer's Licence No. 128L

ABN 72 082 961 920

Ref:

CT:JT:24-1643



Part 1

Contract of Sale of Land

Property address: 2/36 Pepperbush Crescent, Langwarrin, 3910

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the Particulars of Sale, the General Conditions, any Special Conditions and the Vendor Statement, in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below apply to you.

You must either give the vendor or their agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or their agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

Exceptions

The 3-day cooling-off period does not apply if:

- **You bought the property at or within 3 clear business days before or after a publicly advertised auction; or**
- **The property is used primarily for industrial or commercial purposes; or**
- **The property is more than 20 hectares in size and is used primarily for farming; or**
- **You and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or**
- **You are an estate agent or a corporate body.**

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT
YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT**

Purchasers should ensure that prior to signing this contract, they have received:

- A copy of the section 32 statement required to be given by a vendor under [Section 32](#) of the Sale of Land Act 1962 in accordance with [Division 2 of Part II](#) of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges that the agent has given them, at the time of signing, a copy of the terms of this contract.

SIGNED BY THE PURCHASER(S)

On ____ / ____ / 20 ____

X_____X_____X_____

Print name of person signing

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR(S)

On ____ / ____ / 20 ____

X_____X_____X_____

Print name of person signing

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

The **DAY OF SALE** is the date by which both parties have signed this contract.

Particulars of Sale

VENDOR'S AGENT

Name	McGrath Estate Agents Langwarrin	Phone	(03) 9775 7500	Mobile	
Address	Shop 8/230 Cranbourne-Frankston Road, Langwarrin, VIC 3910	Email	langwarrin@mcgrath.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Christopher John Davies and Patricia Anne Davies	Name	Allied Conveyancing Services Pty Ltd		
		Address	467 Nepean Highway, Frankston, VIC 3199		
Address		Contact	Caitlin Taylor		
		Email	info@alliedgroupservices.com.au		
ACN/ABN		Phone	03 9783 6299	Fax	03 9781 1143

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND *General conditions 3 and 9*

☒ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 10823	Folio 220	1220	PS438999
Volume	Folio		

OR

☐

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

2/36 Pepperbush Crescent, Langwarrin 3910

Goods sold with the land *General condition 2(a)(vi)*

Goods sold with land are:

☐ Listed in attached schedule.

OR

☒ Listed as follows:

Any building includes all fixed floor coverings, electric light fittings, window furnishings, fittings and fixtures as inspected.

PAYMENT

General condition 11

Price: \$

Plus GST: \$ Nil

Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: ☐ Value \$750,000 or more – see general condition 15(g) & (h)

GST

General condition 13

☒ **No, because:**

☒ Input taxed sale of eligible residential premises

☐ Not in the course or furtherance of an enterprise

☐ Going concern

☐ Farmland used for farming business or sale of subdivided farm land to an associate

☐ Vendor not registered or required to be registered as GST turnover < \$75,000

☐ **Yes, because:**

☐ Purchaser entitled to input tax credit

☐ Purchaser NOT entitled to input tax credit

☐ Mixed Supply

☐ Margin Scheme applies

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(f)

Notice required to be given by vendor ☐ Yes ☒ No

Withholding required by purchaser ☐ Yes ☒ No

No withholding for residential premises because:

☒ the premises are not new

☐ the premises were created by substantial renovation

☐ the premises are commercial residential premises

No withholding for potential residential land because:

☐ the land includes a building used for commercial purposes

☐ the purchaser is registered for GST and acquires the property for a creditable purpose

☐ the land is the realisation of a capital asset where the Vendor is not carrying on an enterprise

SETTLEMENT

General condition 10

Is due on / /20

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- ☐ The above date; or
- ☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

- ☐ Entitled to vacant possession.

OR

- ☒ **Subject to a lease**, particulars of which are:

- ☐ Attached; or
- ☒ As follows:

Property is rented out on a month to month basis for \$2390 pm. For further information, Christine Stewart (McGrath Real Estate Langwarrin) is the managing agent ph 97757500.

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962

- ☐ Yes ☒ No
-

LOAN

General condition 14(a)-(c)

This contract is subject to a loan being approved: ☐ Yes ☐ No

(Will lapse upon [] days (or pursuant to General Condition 14(a)-(c) if none specified)

Lender:

Loan amount: \$ (not more than)

BUILDING & PEST REPORT

General condition 14(d)-(f)

This contract is subject to:

- ☐ Building report (Will lapse upon [] days (or pursuant to General Condition 14(d)-(f) if none specified)
- ☐ Pest report (Will lapse upon [] days (or pursuant to General Condition 14(d)-(f) if none specified)
-

Special Conditions

- ☐ Yes ☐ No

1.

2.

DEED OF GUARANTEE OF CONTRACT

(WHERE THE PURCHASER IS A CORPORATE ENTITY)

THIS DEED dated day of 20

BETWEEN **Christopher John Davies and Patricia Anne Davies** (Vendor)

AND :
 of
 (Purchaser)

AND :
 of
 (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

DEED OF GUARANTEE OF CONTRACT

(WHERE THE PURCHASER IS A CORPORATE ENTITY)

SIGNED: Christopher John Davies and Patricia Anne Davies (Vendor)

)
)
)

Witnessed:

)
)
)

Witness name:

AND

:
of
(Purchaser)
)
)
)

Witnessed:

)
)
)

Witness name:

AND

:
of
(Guarantor)
)
)
)

Witnessed:

)
)
)

Witness name:

General Conditions

The parties agree that Special Conditions may be added to these General Conditions but these General Conditions shall at all times prevail in the case of any conflict between the General Conditions and the Special Conditions.

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1. **Encumbrances**

- (a) The Purchaser buys the property subject to:
 - (i) Any encumbrance shown in the Vendor Statement other than Mortgages or Caveats; and
 - (ii) Any reservations in the Crown Grant; and
 - (iii) Any lease referred to in the Particulars of Sale.
- (b) The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the Landlord after settlement.
- (c) In this General Condition, the 'Vendor Statement' means a statement required to be given under Section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act

2. **Vendor Warranties**

- (a) The Vendor warrants that the Vendor:
 - (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenancy; and
 - (iv) Has not previously sold or granted an option to purchase, agreed to lease or grant a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the Purchaser; and
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The Vendor further warrants the Vendor has no knowledge of any of the following:
 - (i) Public rights of way over the land;
 - (ii) Unregistered Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any Land Tax notices;
 - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this Contract and disclosures in the Vendor Statement.
- (d) If Sections 137B and 137C of the *Building Act 1993* apply to this Contract, the Vendor warrants that:
 - (i) All domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
 - (ii) All materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the Contract, those materials were new.
- (e) Words and phrases used in this General Condition have the same meaning as in the *Building Act 1993*.

3. **Identity of the Land**

- (a) An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- (b) The Purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the Vendor to amend Title or pay any cost of amending Title.

4. Services

- (a) The Vendor does not represent the services are adequate for the Purchaser's proposed use of the property and the Vendor advises the Purchaser to make appropriate enquiries. The condition of the services may change between the day of sale and settlement and the Vendor does not promise the services will be in the same condition at settlement as they were on the day of sale.
- (b) The Purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The Vendor must obtain any necessary consent or licence required for the sale. The Contract will be at an end and all moneys paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the Purchaser and delivered to the Vendor at least 10 days before settlement. The delivery of the transfer of land instrument is not acceptance of Title.
- (b) If settlement is to be conducted electronically, the Purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The Vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 21 days of the day of sale and must have completed all the information required of the Vendor at least 5 days before settlement

7. Electronic Settlement

- (a) The parties agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The Vendor must open the electronic workspace and nominate a time of day for locking the workspace as soon as reasonably practicable before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder Warranty Insurance

The Vendor agrees to provide prior to settlement, details of any current Builder Warranty Insurance (but not necessarily including supply of any policy if not to hand) relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the Sunset Date specified in the Particulars of Sale:
 - (i) The Purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this Contract by notice in writing;
 - (ii) The Vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this Contract after obtaining the written consent of the Purchaser to the rescission after giving the Purchaser at least 28 days written notice before the proposed rescission, pursuant to s.10B(3) of the *Sale of Land Act 1962*;
 - (iii) Pursuant to s.10F(1) of the *Sale of Land Act 1962*, the Vendor gives the Purchaser notice that:

- (A) The Vendor is required to give notice of a proposed rescission of the Contract under the Sunset Clause; and
The Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent; and
 - (B) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract; and
 - (C) The Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in the circumstances.
- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan is not registered by the Sunset Date specified in the Particulars of Sale, either party may at any time thereafter, but prior to the plan being registered, rescind this Contract by notice in writing.
- (c) If this Contract includes the construction of any building on the land, the Purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.

10. Settlement

- (a) At settlement:
- (i) The Purchaser must pay the balance of purchase moneys; and
 - (ii) The Vendor must:
 - (A) Do all things necessary to enable the Purchaser to become the registered proprietor of the land; and
 - (B) Give either vacant possession or receipt of rents and profits in accordance with the Particulars of Sale; and
 - (C) Ensure that keys and any devices enabling access to the property are made available to the Purchaser.
- (b) The Vendor's obligations under this General Condition continue after settlement;
- (c) Settlement must be conducted between the hours of 9:00 a.m. and 5:00 p.m. unless the parties agree otherwise.

11. Payment

- (a) The Purchaser must pay the deposit:
- (i) To the Vendor's licensed Estate Agent; or
 - (ii) If there is no Estate Agent:
 - (A) To the Vendor's legal representative; or
 - (B) If the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the joint names of the Vendor and the Purchaser.
- (b) The Purchaser may, strictly subject to the Vendor's consent, pay the deposit by way of Deposit Bond or Bank Guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (i) Must not exceed 10% of the purchase price; and
 - (ii) Must be paid to the Vendor's Estate Agent, Legal Practitioner or Conveyancer and held on trust for the Purchaser until the registration of the plan of subdivision.
- (d) The Purchaser must pay all money other than the deposit:
- (i) To the Vendor, or the Vendor's Legal Practitioner or Conveyancer; or
 - (ii) In accordance with the written direction of the Vendor or the Vendor's Legal Practitioner or Conveyancer.
- (e) Payments may be made or tendered:
- (i) By cheque drawn on an authorised deposit taking institution if settlement is not conducted electronically; or
 - (ii) By electronically transferring the payment in the form of cleared funds if settlement is conducted electronically. The Vendor must be satisfied the electronic transfer has taken place and been completed.

12. Stakeholding

- (a) The deposit must not be released until General Condition 14 and any Special Condition benefitting the Purchaser have been satisfied.
- (b) Any objection to the Vendor's Title must be made within 28 of the day of sale.
- (c) If the Vendor gives notice there is no mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor 28 days after the day of sale provided that:
 - (i) General Condition 12(a) has been satisfied; and
 - (ii) The Purchaser has not made a valid objection to Title.
- (d) The Purchaser agrees it is acceptable for such notice to be provided by the Vendor's supply of a Register Search Statement (Title Search) within the Vendor Statement which forms part of the Contract for the sale of the property.
- (e) If there is a mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor provided that:
 - (i) General Condition 12(a) has been satisfied; and
 - (ii) The Purchaser has not made a valid objection to Title; and
 - (iii) The Vendor has provided to the Purchaser, reasonable evidence the total amount of secured debts does not exceed 80% of the sale price; and
 - (iv) 28 days have elapsed since the day of sale.

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the Vendor.
- (b) Except when the Margin Scheme applies, the Vendor must on or before settlement provide the Purchaser with a Tax Invoice for any GST included in the price.
- (c) This clause applies if 'going concern' is specified in the Particulars of Sale.
 - (i) The Purchaser warrants that it is registered for GST.
 - (ii) The parties agree the Vendor's supply of the property under this Contract is the supply of a going concern under s.38.325 *Goods and Services Tax Act 1999* and the supply is GST for the purposes of that Act.
 - (iii) The Vendor must continue to carry on the enterprise until settlement.
 - (iv) If the Vendor is served with a demand, assessment or any correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a going concern, then upon being served a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.
- (d) This clause applies if 'farm land used for farming business or sale of subdivided farm land to an associate' is specified in the Particulars of Sale.
 - (i) The Vendor warrants the property is land on which a farming business has been carried on for a period of at least 5 years preceding the date of supply.
 - (ii) The Purchaser warrants the Purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the Vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.
- (e) This clause applies if 'mixed supply' is specified in the Particulars of Sale.
 - (i) GST is included in the price.
 - (ii) The parties agree the property comprises two components, namely a commercial building and a residential building.
 - (iii) GST is payable by the Vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree with the value of the commercial and residential components, failing which the Vendor must deliver to the Purchaser before settlement, a copy of a

valuation by a registered valuer showing the apportionment of values. The cost of providing the valuation is to be shared equally between the Vendor and Purchaser.

- (f) GST Withholding – Residential premises or potential residential land
The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:
- (i) Vendor's notice
 - (A) If the Particulars of Sale indicates that no GST Withholding under sub-division 14-E *Taxation Administration Act* 1953 is payable, the Vendor hereby gives notice under s.14-255 that the Purchaser is not required to make a GST Withholding payment under s. 14-250 for the reason indicated in the Particulars of Sale; otherwise:
 - (B) The Vendor shall give the Purchaser notice of the GST Withholding amount and particulars required by s. 14-255 at least 14 days prior to settlement.
 - (ii) Amount to be withheld by the Purchaser
 - (A) Where the Margin Scheme applies, 7% of the purchase price; otherwise:
 - (B) 1/11th of the consideration inclusive of GST.
 - (iii) The Purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
 - (iv) The Purchaser is to remit the amount withheld to the Australian Taxation Office immediately upon settlement.
 - (v) Vendor to indemnify Purchaser
 - (A) In the event the Purchaser is required to pay the Australian Taxation Office an amount greater than the withheld amount at settlement, the Vendor indemnifies the Purchaser for such additional amount.

14. Loan, Building Report or Pest Report

- (a) If the Particulars of Sale specify this Contract is subject to a loan being approved, this Contract is subject to the lender approving the loan on the security of the property within 14 days of the day of sale if not otherwise specified within the Particulars of Sale (the approval date).
- (b) The Vendor may end the Contract after the approval date and before being advised the loan has been approved by giving the Purchaser 2 clear business days notice of its intention to end the Contract unless the Purchaser advises the Vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the Purchaser no longer relies upon this condition.
- (c) The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:
 - (i) Immediately applied for the loan; and
 - (ii) Did everything reasonably required to obtain loan approval; and
 - (iii) Provides written proof from the intended lender that the loan was not approved; and
 - (iv) Serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date; and
 - (v) Is not in default under any condition of this Contract (including payment of the deposit) when the notice is given.
- (d) If the Particulars of Sale specify this Contract is subject to a Building Report or Pest Report being obtained, this Contract is subject to the Purchaser obtaining the report(s) satisfactory to the Purchaser in relation to the property within 10 days of the day of sale if not otherwise specified within the Particulars of Sale, or any later date agreed to by the Vendor.
- (e) The Purchaser may end the Contract if the satisfactory report is not obtained by the due date, but only if the Purchaser:
 - (i) Immediately requested the report; and
 - (ii) Provides the Vendor with a copy of the report; and
 - (iii) Serves written notice ending the Contract on the Vendor by the due date; and
 - (iv) Is not in default under any other condition of this Contract (including payment of the deposit) when the notice is given; and
 - (v) The Building Report specifies a major structural defect, or the Pest Report reveals a current termite infestation, either of which materially prejudices the Purchaser, acting

- reasonably, would not have entered into the Contract if the defect or infestation had been disclosed; and
- (vi) The Building Report was prepared by a registered building practitioner or architect or in respect to a Pest Report, being prepared by a pest control operator licenced under Victorian law.
 - (f) All deposit money must be immediately refunded to the Purchaser if this Contract is ended in accordance with the general condition.

15. Adjustments

- (a) All periodic outgoings payable by the Vendor including any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) The Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (ii) The land is treated as the only land of which the Vendor is the owner (as defined in the *Land Tax Act 2005*) and subject to the property value threshold in respect to Land Tax and Windfall Gains Tax; and
 - (iii) The Vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) The Purchaser is responsible for the preparation of the Statement of Adjustments.
- (d) The Purchaser must provide copies of all certificates and other information used to calculate the adjustments.
- (e) If the Purchaser takes possession of the property prior to settlement pursuant to a Licence Agreement, then adjustments will be calculated from the date of possession.
- (f) If requested by the Vendor, the Purchaser will irrevocably authorise the Vendor to issue legal proceedings in the name of the Purchaser against any Tenant for any amount due by the Tenant to the Vendor pursuant to the lease as at the day of settlement. The Vendor will indemnify the Purchaser in respect to such proceedings.
- (g) If the price is \$750,000 or more, the Purchaser is entitled to deduct 12.5% of the sale price at settlement unless the Vendor provides the Purchaser with a Clearance Certificate issued pursuant to 14-235(2) in Schedule 1 *Taxation Administration Act 1953* (Cth) at least 5 days before settlement.
- (h) The Purchaser must pay any amount deducted pursuant to General Condition 15(g) to the Commissioner pursuant to 14-200 in Schedule 1 *Taxation Administration Act 1953* (Cth) at or immediately following settlement.
- (i) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on their income.

16. Time

- (a) Time is of the essence of this Contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Weekend or Bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this Contract. The agreement shall be binding when confirmed in writing by the parties or their Legal Practitioner or Conveyancer.
- (d) Settlement of this matter is date, not time, specific – subject to the requirements of General Condition 10(c).

17. Service

- (a) Any document required to be service by or on any party may be served by or on the Legal Practitioner or Conveyancer for that party.

- (b) Any document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express Post is taken to have been served on the second business day after posting;
 - (ii) Priority Post is taken to have been served on the third business day after posting;
 - (iii) Regular Post is taken to have been served on the fifth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the day on which the document is so faxed;
 - (v) Email is taken to have been served at the time of receipt within the meaning of 13A of the *Electronic Transactions (Victoria) Act 2000*.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

18. Nominee

The Purchaser may nominate a substituted or additional transferee, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under the Contract.

19. Liability of signatory

Any signatory for a proprietary limited company Purchaser is personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser.

20. Guarantee

- (a) If the Purchaser is a proprietary limited company Purchaser, the Vendor may demand one or more directors of the Purchaser to guarantee the Purchaser's performance under this Contract.
- (b) Failure to sign a guarantee in standard form submitted by the Vendor will constitute a default pursuant to the Contract by the Purchaser.

21. Notices

- (a) The Vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued, made or struck before the day of sale that does not relate to periodic outgoings.
- (b) The Purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued, made or struck on or after the day of sale that does not relate to periodic outgoings.
- (c) The Purchaser may enter the property with reasonable notice to comply with that responsibility where that action is required before settlement.

22. Lease

- (a) The Vendor must provide the Purchaser with a copy of any written lease affecting the property and any assignments or sub-leases of the original lease.
- (b) If the Vendor is unable to provide a copy of the lease, the Vendor must provide written details of the lease arrangement acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

- (a) The Purchaser and/or another person authorised by the Purchaser may inspect the property at any reasonable time and for no longer than 30 minutes during the 7 days preceding and including settlement day. The Purchaser is only entitled to 1 inspection.
- (b) The Vendor carries the risk of loss or damage to the property until settlement or to the date of any early access permitted pursuant to a Licence Agreement. The Vendor must deliver the property to the Purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the Purchaser must not delay settlement but may claim compensation from the Vendor after settlement.

24. Abandoned Goods

Ownership of any goods owned by the Vendor remaining in the premises or on the property after settlement passes to the Purchaser.

25. Default

A party who defaults in the performance of this Contract must pay to the other on demand:

- (a) At the time of settlement, any interest and costs pursuant to General Conditions 26, 27 and 28; and
- (b) After settlement, compensation for any reasonably foreseeable and quantifiable loss to the other party as a result of the default.

26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by Section 2 of the *Penalty Interest Rates Act* 1983 is payable on any money owing under the Contract during the period of default, without affecting any other rights of the offended party.

27. Default Notice

- (a) A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest, recover legal costs and claim losses directly occasioned by the default if specifically provided for within the primary contractual document, until the other party is given and fails to comply with a written Default (also including Rescission) Notice.
- (b) The notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State it is the offended party's intention to exercise their rights arising from the default unless, within 14 days of the notice being given:
 - (A) The default is remedied; and
 - (B) Legal costs are paid.
- (c) The party serving the notice may extend performance of the notice in writing.

28. Rescission

- (a) If the Contract is ended by rescission notice given by the Purchaser:
 - (i) The Purchaser must be repaid any money paid under the Contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The Purchaser may also seek recovery of any loss otherwise recoverable at law.
- (b) If the Contract is ended by rescission notice given by the Vendor:
 - (i) The deposit of 10% is forfeited to the Vendor as the Vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The Vendor is entitled to possession of the property; and

- (iii) In addition to any other remedy, the Vendor may within 1 year of the Contract ending, either:
 - (A) Retain the property and sue for damages for breach of Contract, or
 - (B) Resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (iv) The Vendor may retain any part of the price paid until the Vendor's damages have been determined or quantified and may apply that money towards those damages; and
- (v) Any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

29. Representation and Warranty as to Building

The Vendor makes no representations or provides no warranties in respect to the quality or condition of any dwelling, outbuildings or structures. The Vendor makes no representation as to the property's fitness for any particular purpose or that any structures comply with any building regulations. The property is strictly sold as inspected. The Purchaser expressly releases the Vendor from any demands or claims whatsoever in respect thereof.

The Vendor further advises that any improvements on the property, including any swimming pool, spa or any additions may be subject to or require compliance with the Building Act 1993, Building Regulations, municipal local laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of these laws shall not constitute a defect in the Vendor's Title where the Purchaser shall not make any requisition or claim any compensation against the Vendor.

This Statement has been prepared as a legal document and is intended to form part of the primary contractual document for the sale of the land and is suitable to satisfy the Vendor's legal and reporting obligations. This Statement is for information and statements to the Purchaser before the Purchaser signs a Contract to purchase the land and incorporates the requirements of Section 32 of the *Sale of Land Act 1962*.

(Document prepared by Allied Conveyancing Services Pty. Ltd.)

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

SUBJECT PROPERTY:	2/36 Pepperbush Crescent, Langwarrin 3910	
Vendor's name	Christopher John Davies	Date / /
Vendor's signature		
Vendor's name	Patricia Anne Davies	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

NOTICE TO PURCHASER

IN CASE OF DEFAULT OR CHANGE:

The Vendor gives notice to the Purchaser that in the event the Purchaser fails to complete the purchase of the property on the date specified in the Contract between the Vendor and the Purchaser ('the Contract') for payment of the residue as defined in the Contract ('the due date') the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- a. All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- b. Interest payable by the Vendor under any existing mortgage over the property;
- c. Accommodation expenses necessarily incurred by the Vendor;
- d. Costs and expenses as between the Vendor's Conveyancer and the Vendor;
- e. Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f. A fee for rescheduling settlement from the due date and agreed time to such alternative date and time thereafter, set at \$385.00 on each occasion of change.

This Notice is a fundamental condition of any Contract of Sale for the sale of land described herein.

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage (consumer.vic.gov.au/due_diligence_checklist) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)

- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.](#)

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website.](#)

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.](#)

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website.](#)

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.](#)

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website.](#)

Building permits

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.

For more information about building regulation, visit our [Building and renovating section.](#)

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website.](#)

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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website.](#)

For more information, visit the [Choosing a retailer page on the Your Choice website.](#)

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.](#)

For information on the National Broadband Network (NBN) visit the [NBN Co website.](#)

Buyers' rights

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.

For more information, view our [Buying property section.](#)

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)

1. FINANCIAL MATTERS

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

The total of all outgoings does not exceed \$6,500.00 p.a.

(a) Their amounts are:

	Authority		Amount		Interest (if any)
(1)	Frankston City Council	(1)	\$2,414.05	(1)	
(2)	South East Water	(2)	\$800.00	(2)	
(3)	State Land Tax	(3)	\$975.00	(3)	
(4)	Owners Corporation Fees	(4)	\$2,000.00	(4)	

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

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

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☒

3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme	Frankston
Name of responsible authority	Frankston Council
Zoning of the land	General Residential Zone (R1z)
Name of planning overlay	Refer To Attached Planning Property Report

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

- 6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section)

(Additional information may be added to this section where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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

Page 1 of 2

VOLUME 10823 FOLIO 220

Security no : 124120050894C
Produced 22/11/2024 09:09 AM

LAND DESCRIPTION

Lot 1220 on Plan of Subdivision 438999V.
PARENT TITLE Volume 10726 Folio 944
Created by instrument PS438999V Stage 12 24/08/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CHRISTOPHER JOHN DAVIES
PATRICIA ANNE DAVIES both of 52 MOUNT ERIN CRESCENT FRANKSTON SOUTH VIC 3199
AK854450U 22/01/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK854451S 22/01/2014
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.

AGREEMENT Section 173 Planning and Environment Act 1987
W319811F 30/09/1999

AGREEMENT Section 173 Planning and Environment Act 1987
AC084783B 22/05/2003

AGREEMENT Section 173 Planning and Environment Act 1987
AC772799Y 31/03/2004

DIAGRAM LOCATION

SEE PS438999V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 2 36 PEPPERBUSH CRESCENT LANGWARRIN VIC 3910

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS438999V

DOCUMENT END

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Form 13

IX Agreement

W319811F

300999 1140 173



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddock Lonie & Chisholm
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TNH:ALW:632936 **Customer Code:** 1167E

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

Land: Certificates of Title Volume 8998 Folio 350 Volume 8998 Folio 351 and Volume 10427 Folio 411

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

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

A copy of the agreement is attached to this application

Signature for the Authority: *[Signature]*

Name of officer: *Steve Dalton*

Office held: *A/CEO*

Date: *21/9/99*
{/PL3}



DW319811F-1-8

7-16 6.10.99

Maddock Lonie & Chisholm
LAWYERS

W319811F

DATED

1999

FRANKSTON CITY C OUNCIL

- and -

GARDINER VALLEY PTY LTD

**Agreement Under Section 173 of the Planning and
Environment Act 1987**

Subject Land: Castlebrooke, Langwarrin

A MEMBER OF
advoca ASIA

ADELAIDE, COLOMBO, DUBAI, HONG KONG,
JAKARTA, KUALA LUMPUR, MANILA, MELBOURNE,
MUMBAI, NEW DELHI, PERTH, SINGAPORE, SYDNEY, TIANJIN

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DX 259 MELBOURNE



DW319811F-2-5

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DW319811F-3-2

THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on 23rd September 1999

BETWEEN

FRANKSTON CITY COUNCIL
of Civic Centre, Davey Street, Frankston

("Council")

AND

GARDINER VALLEY PTY LTD ACN 074 107 510
of 11 Beach Street, Frankston

("Owner")

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. At a meeting of Council on 26 April 1999 Council considered a request to rezone the Subject Land. A copy of Council's resolution made at that meeting is attached to this Agreement and marked "A" ("Council's Resolution").
- D. The parties enter into this Agreement:
 - (a) to give effect to the requirements of Council's Resolution; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

"Act" means the Planning and Environment Act 1987;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

"Council's Resolution" means the Council Resolution referred to in Recital C of this Agreement;

"Development Plan" means the development plan approved by Council pursuant to Council's resolution, a copy of which is attached to this Agreement;



DW319811F-4-0

2.

"lot" means a lot on the Endorsed Plan;

"Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

"Owner" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession;

"party or parties" means the Owner and Council under this Agreement as appropriate;

"Planning Scheme" means the Cranbourne Planning Scheme and any other planning scheme that applies to the Subject Land;

"Public Open Space" means the public open space, shown as Sporting Ground Facilities on the Development Plan, which is created by any plan of subdivision that subdivides the Subject Land generally in accordance with the Development Plan;

"Service Authority" means any body or authority for which any Service Reserve is reserved pursuant to any plan of subdivision of the Subject Land and includes Council;

"Service Reserve" means the service reserves shown on the Development Plan as "Bushland/Open Space" and "Drainage Line/Habitat Corridor", which are created by any plan of subdivision that subdivides the Subject Land generally in accordance with the Development Plan;

"Subject Land" means the land situated at Langwarrin being the land referred to in Certificates of Title Volume 8998 Folio 350, Volume 8998 Folio 351 and Volume 10427 Folio 411 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

{632936/TNH/ALW0382:2}{632936/TNH/ALW0382:2}



3.

- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is rezoned for residential use and subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees that:

3.1 Delivery of Titles to Reserves

As soon as practicable after:

- the Subject Land is rezoned for residential and public use; and
- the registration of any plan of subdivision that subdivides the Subject Land or any part of it and creates a Service Reserve

the Owner must deliver to the Service Authority, at no cost to Council or the Service Authority, a certificate of title to each Service Reserve which vests in that Service Authority under section 24(2) of the *Subdivision Act* 1988;

3.2 Public Open Space

as soon as practicable after:

- the Subject Land is rezoned for residential and public use; and
- the registration of any plan of subdivision that subdivides the Subject Land or any part of it and creates the Public Open Space

the Owner must at no cost to Council: ;

- 3.2.1 do all things necessary to register with the Registrar of Titles any Certificate of Title to the Public Open Space in Council's name

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DW319811F-6-4

4.

free and discharged from all mortgages, charges and other encumbrances; and

3.2.2 deliver any Certificate of Title referred to in clause 3.2.1 to Council.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in

{632936/TNH/ALW0382:2}{632936/TNH/ALW0382:2}



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5.

writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

8.1.1 by delivering it personally to that party;

8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of two business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way

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DW319811F-8-9

6.

amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the consideration of any request to amend the Planning Scheme, the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

10. ENDING OF AGREEMENT

- 10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
- 10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 10.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

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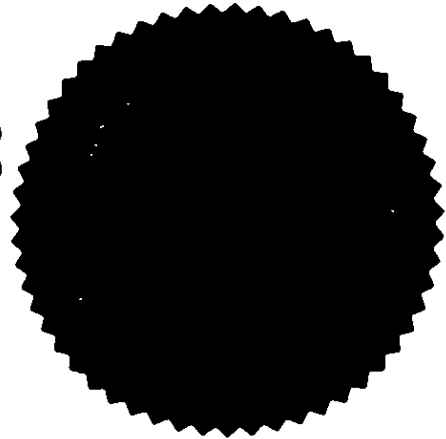
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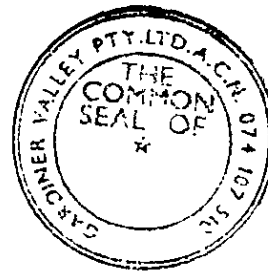
The Common Seal of the Frankston City Council
was affixed in the presence of -

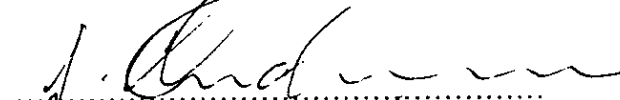

.....
Councillor


.....
A Chief Executive Officer



THE COMMON SEAL of GARDINER
VALLEY PTY LTD was affixed in the
presence of authorised persons:




.....
Director

Grant Andersen
.....
Full name

870 Esplanade, Merington
.....
Usual address


.....
Director (or Company Secretary)

ALEXANDER DAVIDSON
.....
Full name

42 THE RIDGE
.....
Usual address

Mo. RAIA

{632936/TNH/ALW0382:2}{632936/TNH/ALW0382:2}



DW319811F-10-4

((A))

4. Request to Rezone Land on the northern side of the urban area of Langwarrin with frontages to McClelland Drive and Cranbourne-Frankston Road, Langwarrin from Special Extractive, to Urban Residential 1 and partly Reserved Land – Public Open Space.

(12-4-369) (RGU:GMMDAP)

Purpose

This report considers the merit of a request to rezone 74.5 hectares of land on the northern side of the urban area of Langwarrin from Special Extractive to Urban Residential 1 and partly Reserved Land – Public Open Space.

A locality plan is included in Supporting Information to the Agenda.

Corporate Plan Objectives

The proposal is consistent with objective 6:5 (Accommodation and Housing, Page 32) of Council's Corporate Plan by providing further opportunities to develop a broad range of high quality housing stock in Frankston City.

Key features of the request identify and enhance the Boggy Creek corridor and provide a significant extension to Lloyd Park which is consistent with objective 4:6 (Bushland and Natural Reserves, Page 25) and objective 5:4 (Parks and Reserves, Page 27) of Council's Corporate Plan.

Background

The land has been used for sand extraction (dune removal). The land is located adjacent to the residential area of Langwarrin and opposite the Langwarrin shopping centre.

The land is irregular in shape. It extends in an east-west direction with frontages to McClelland Drive and Cranbourne-Frankston Road respectively.

Land to the north will continue to be used for sand extraction and is not part of the rezoning request.

In general, the surface topography of the site is undulating, having been modified through extraction activity. Sand mining has been completed on the majority of the land with the exception of some limited areas which will be completed over the next few months.

Boggy Creek is located to the east of the site, running roughly parallel with the eastern boundary of the land. Near the Cranbourne Frankston Road frontage, the creek dissects the subject land before linking to the south under Cranbourne Frankston Road. A further natural drainage line runs across the site's western arm from the north to south.

To the south conventional density residential, Studio Park and the McClelland Gallery and Lloyd Park adjoin. Across Boggy Creek to the east is typical residential development whilst to the north is the Pioneer Road Services (concrete plant) and extraction areas.



DW319811F-11-2

Further to the south across Cranbourne-Frankston Road is further residential land, Langwarrin Shopping Centre, Langwarrin Hotel and other community facilities.

Issues

It is proposed to rezone the majority of the land to the Urban Residential 1 Zone of the State Section of the Cranbourne Planning Scheme and part of the land to Reserved Land – Public Open Space. It is also proposed to introduce a Local Section overlay clause to the Cranbourne Planning Scheme providing for the preparation of a development plan for the site and requiring that a statement or certificate of environmental audit be obtained for part of the land. All of these controls can be readily translated into the new Frankston Planning Scheme when required.

A mix of large and low density residential lots as provided for in the Urban Residential 1 Zone is proposed and will complement many of the strategic objectives and directions of Council's Local Planning Policy Framework contained in the new planning scheme such as:

- Efficient use of the community infrastructure of Langwarrin which is highly accessible to the site;
- Providing diversity in residential development;
- Development which is appropriate near the non-urban area;
- Development that will enable the protection of the Boggy Creek environment; and
- Creation of open space linkages to form part of a regional open space network.

The preparation of a Development Plan specifically for the land together with the extension of the existing Langwarrin Outline Development Plan over the land will ensure that development on the land is comprehensively planned and integrated with the surrounding urban area. The preparation of the Development Plan is also consistent with policy directions for land which is currently in the non-urban area but which has potential for residential use.

A conceptual Development Plan for the site has been prepared and is included in supporting information to the Agenda to demonstrate key features of development on the site and how it will be integrated with the surrounding area. The key features of the plan include:

- 800m² to 1.3ha allotments;
- Internal road network with primary access to Cranbourne-Frankston Road which will require a signalised intersection with Union Road;
- A building envelope setback from neighbouring extractive/industrial sites;
- Creation of linear open space along Boggy Creek;
- Extension of Lloyd Park;
- Environmentally sustainable drainage measures; and
- A habitat link and building setback from Studio Park.

Discussion

The existing Langwarrin Outline Development Plan (ODP) only covers the south-east portion of the subject land. It identified this land suitable for public open space for both active and passive recreation. The ODP proposed a much larger area of land that would need to be acquired by Council.



DW319811F-12-1

With the completion of extraction on the subject land, the development of this land provides the opportunity to reinforce the role of the town centre of Langwarrin. This would complement the objectives of the ODP which include: focusing development toward the town centre and existing community facilities; provide pedestrian/bicycle linkages connecting residential areas to the north of Cranbourne-Frankston Road with the town centre; provide a valuable extension to Lloyd Park; and provide a flora and fauna corridor for Boggy Creek.

A 4.2 hectare extension to Lloyd Park is proposed in the south west sector of the site which will be complemented by a further 8.7 hectares to be provided along Boggy Creek. The open space contribution comprises 17.45 % of the area of the site for community use. The extension to Lloyd Park constitutes 5.68% of the land area contribution. The proposed shape and area of the extension may not be sufficient to support additional sporting facilities proposed for Lloyd Park. Before an amendment is placed on public exhibition, this needs to be finalised to determine the amount of land that would be rezoned for residential and would be set aside for public open space. Under the Langwarrin Outline Development Plan a maximum of 8% is expected for public open space. If more than 8% is required for the extension to Lloyd Park, Council will need to purchase the additional land. The land required for Boggy Creek cannot be developed and this should be provided as a consequence of the rezoning and should not be included as part of the 8% contribution.

The proposal is consistent with the strategic directions of Council's Municipal Strategic Statement (MSS), in particular:

- Review of the Langwarrin ODP in relation to housing development;
- Utilising water courses for open space and wildlife corridors;
- Maintaining appropriate residential densities and remnant vegetation along creeks such as Boggy Creek; and
- Encouraging the sustainability of retail centres.

With regard to sand quarries, the MSS states that they will offer opportunities for alternative uses once their mining use is depleted and it is important to strategically plan these areas to complement the surrounding environs. The relevant strategic direction is to recognise that sand and mineral extraction is a transitional use and that the end use of those sites will be determined in the medium to long term.

The Skye-Langwarrin Local Structure Plan being prepared by Council's Economic Development Department has found that residential use is a potential use of the area within which the subject land is located.

Financial Implications

The proponent has paid necessary fees to progress the request to the public exhibition stage.

Consultation

If Council agrees to place an amendment on public exhibition, notices would be erected on site, placed in the local newspaper and Government Gazette and sent to owners and occupiers of nearby land.



Conclusion

Although historically the land has been included in the non-urban area due to its use for extraction, strategically it can now be considered part of the Langwarrin urban area.

Residential development of the subject land is supported by a range of policies contained in Council's MSS.

The provision of land to extend Lloyd Park and to provide a flora and fauna corridor along Boggy Creek ensures the significant conservation values of the land are protected and the demand for active recreation is met.

Recommendation (GMMDAP)

- A. That the proponent be advised that before an amendment to the Cranbourne Planning Scheme is placed on public exhibition the following information needs to be prepared and submitted to the satisfaction of the Development Manager.
 - An amended Development Plan that modifies the area and shape of the public open space extension to Lloyd Park to accommodate the additional sporting facilities proposed for Lloyd Park up to a maximum of 8% of the site area which does not include the area set aside for Boggy Creek; and
 - An agreement under section 173 of the Planning and Environment Act 1987 is entered into between the owner of the land (with the consent of the mortgagee), with Council that requires the transfer of the public open space up to a maximum of 8% of the site area, which does not include the area set aside for Boggy Creek or other reserves required by servicing authorities, and transfers the reserves required by servicing authorities as shown on the amended Development Plan after the land is rezoned, to Council and the relevant servicing authorities.
- B. Once recommendation A has been completed to the satisfaction of the Development Manager an appropriate amendment to the Cranbourne Planning Scheme be prepared and placed on public exhibition that would allow the land shown on the amended Development Plan to be rezoned from Special Extractive to the appropriate zones for residential use, public open space and reserved land for servicing authority purposes.
- C. That the proponent be requested to prepare suitable statutory documentation including explanatory report, citation and map to the satisfaction of the Development Manager.

Sally McDonald on behalf of the applicant, addressed the committee.

Cr Conroy left the Chambers at 7.30 p.m. and returned at 7.32 p.m.



DW319811F-14-7

- A. THAT AN APPROPRIATE AMENDMENT TO THE CRANBOURNE PLANNING SCHEME BE PLACED ON PUBLIC EXHIBITION IN LINE WITH THE REVISED PLANS SUBMITTED BY THE APPLICANT DATED APRIL 1999, BUT AMENDED TO EXCLUDE ANY COMMERCIAL ZONING THAT WOULD ALLOW THE LAND SHOWN ON THE AMENDED DEVELOPMENT PLAN TO BE REZONED FROM SPECIAL EXTRACTIVE TO THE APPROPRIATE ZONES FOR RESIDENTIAL USE, PUBLIC OPEN SPACE AND RESERVED LAND FOR SERVICING AUTHORITY PURPOSES.
- B. PRIOR TO EXHIBITING THE AMENDMENT, THE APPLICANT IS TO SUBMIT TO THE SATISFACTION OF THE DEVELOPMENT MANAGER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 TO BE ENTERED INTO BETWEEN THE OWNER OF THE LAND (WITH THE CONSENT OF THE MORTGAGEE), WITH COUNCIL THAT REQUIRES THE TRANSFER OF THE REQUIRED PUBLIC OPEN SPACE AND TRANSFERS THE RESERVES REQUIRED BY SERVICING AUTHORITIES AS SHOWN ON THE AMENDED DEVELOPMENT PLAN AFTER THE LAND IS REZONED, TO COUNCIL AND THE RELEVANT SERVICING AUTHORITIES.
- C. THAT THE PROPONENT BE REQUESTED TO PREPARE SUITABLE STATUTORY DOCUMENTATION INCLUDING EXPLANATORY REPORT, CITATION AND MAP TO THE SATISFACTION OF THE DEVELOPMENT MANAGER.

5. Request to amend the Local Section of the Frankston Planning Scheme to rezone land bounded by McMahons Road, Cranbourne Road, Bryan Street and Gertrude Street, Frankston from Residential C to Business 4.

(12-4-387) (RGU:GMMDAP)

Purpose

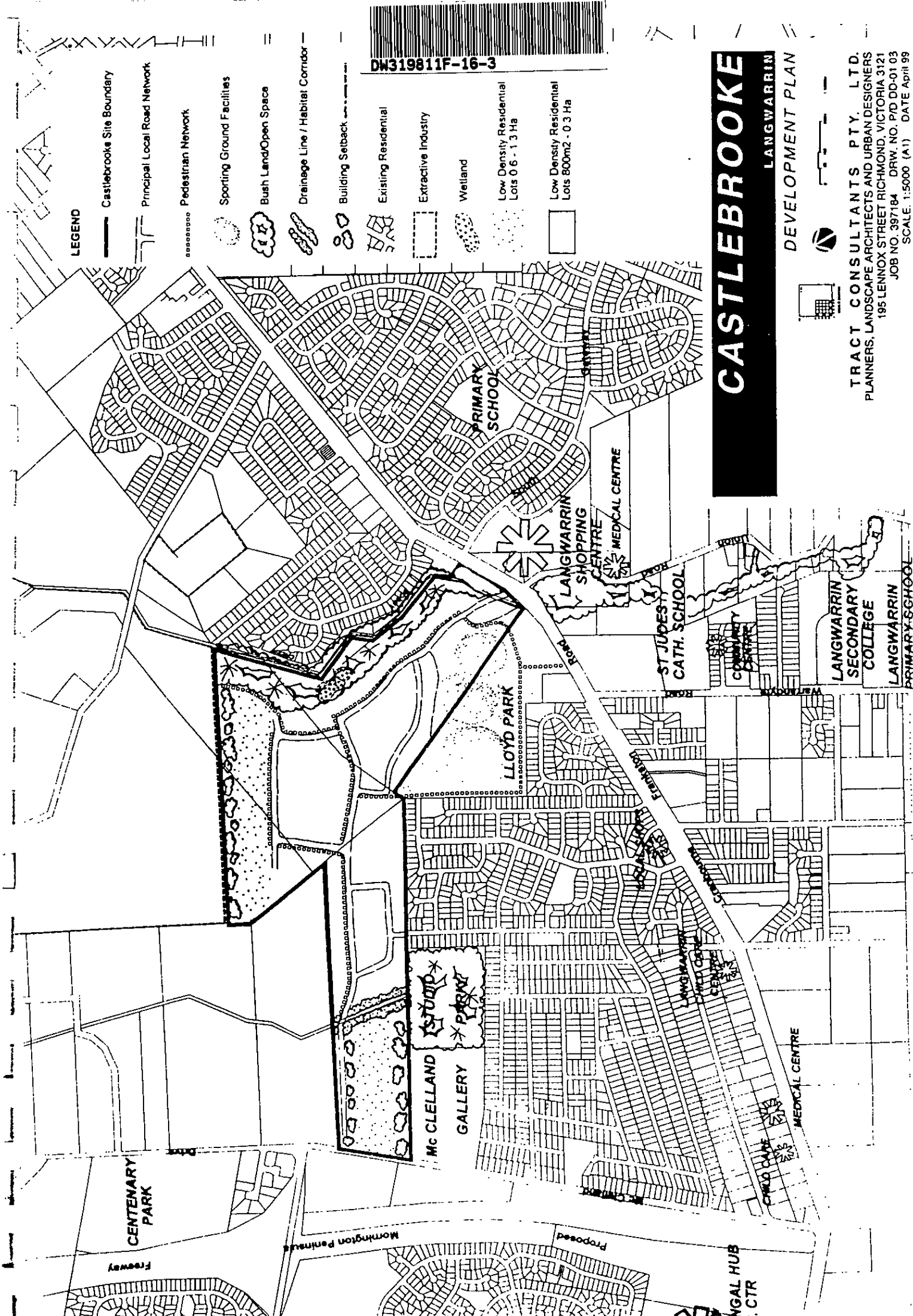
This report considers the merit of a request by Proclan Pty Ltd to rezone 2.07 hectares of land bounded by McMahons Road, Cranbourne Road, Bryan Street and Gertrude Street, Frankston from Residential C to Business 4 under the Victoria Planning Provisions (VPP's). The rezoning would enable the rezoning of the land to facilitate the future establishment of a major bulky goods development with a floor area of 7 to 8,000 square metres.

The Amendment site affects 28 properties mainly used and developed for detached housing except for the Mobil Service Station located at the south east corner of McMahons Road and Cranbourne Road and two vacant properties.

Frankston Memorial Park and a proposed petrol station, convenience shop and take away food premises are located to the west across McMahons Road. To the north across Cranbourne Road is the Car Lovers Carwash and Mobil Service Station. To the south across Gertrude Street and to the east across Bryan Street are timber and brick single storey detached houses and some unit developments. The Frankston CAD is located one (1) kilometre west of the subject land.



DW319811F-15-5



DW319811F-16-3

CASTLEBROOKE

LANGWARRIN

DEVELOPMENT PLAN



TRACT CONSULTANTS PTY. LTD.
PLANNERS, LANDSCAPE ARCHITECTS AND URBAN DESIGNERS
195 LENNOX STREET RICHMOND, VICTORIA 3121
JOB NO. 397184 DRW. NO. P/D DD-01 03
SCALE: 1:5000 (A1) DATE April 99

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31/03/2004 \$59 173



Form 13



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:YAM:LGC:5016424

Customer Code: 1167E

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

Land: Volume 10726 Folio 944

Authority: Frankston City Council of Civic Centre, Davey Street, Frankston

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Steve Gawler

Office held:

Chief Executive Officer

Date:

23 March 2004

[5016424/YAM/M0233650:1]



DAC772799Y-1-3

24.8.04

SECTION 173 AGREEMENT

Responsible Authority: Frankston City Council

Owner: Australand Holdings Limited

**Stage 12 on Plan of Subdivision 438999 V
"Pindara Estate" Langwarrin**



DAC772799Y-2-1

SEPTIMUS JONES & LEE
Solicitors
99 William Street
MELBOURNE VIC 3000
DX 186

Telephone: 9613 6555
Reference: DBJ/EAL

AC772799Y

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DAC772799Y-3-0

AC772799Y

31/03/2004 \$59 173



THIS AGREEMENT is made the 24th day of March 2004 pursuant to Section 173 of the *Planning and Environment Act 1987*

PARTIES:

Frankston City Council of Civic Centre, Davey Street, Frankston, Victoria, 3199

("Responsible Authority")

and

Australand Holdings Limited ACN 008 443 696 of Level 2, 352 Wellington Road Mulgrave 3170

("Owner")

RECITALS

- A. The Responsible Authority is responsible for the administration and enforcement of the Frankston Planning Scheme ("Planning Scheme") pursuant to the provisions of the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land .
- C. On 17 January 2001 the Responsible Authority issued Planning Permit no. 00422 (amended) ("Permit") allowing the Subject Land to be subdivided into 222 lots in stages and removal of native vegetation (identified as Stage 4 in the subdivision Master Plan) in accordance with a plan to be endorsed under condition 1 of the Permit. Condition 24 of the Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is attached to this Agreement and marked "A".
- D. There is no Mortgage on the Subject Land.
- E. The Owner and the Responsible Authority enter into this Agreement:
 - (i) to give effect to condition 24 of the Permit in so far as it affects the Subject Land; and
 - (ii) to achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED THAT:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the contrary intention appears.

1.1 Definitions



DAC772799Y-4-8

AC772799Y



In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

"**Act**" means the *Planning & Environment Act 1987*;

"**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"**Building**" means any structure except a fence;

"**Building Envelope**" means the area delineated and identified on the Plan as a 'building envelope' or the like;

"**CPI**" means the Consumer Price Index - All Groups Melbourne or if this index is not available, such other index that represents the rise in cost of living in Melbourne, as the Responsible Authority may reasonably determine;

"**Lot**" means a lot on the Plan;

"**Mortgagee**" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it;

"**Party**" or "**Parties**" means the Owner and Responsible Authority under this Agreement as appropriate;

"**Plan**" means **Stage 12** of Plan of Subdivision PS 438999 V. A copy of the Plan is attached to this agreement and marked with the letter "B";

"**Permit**" means Planning Permit number 00422 (amended) issued by the Responsible Authority;

"**Statement of Compliance**" means the statement of compliance issued pursuant to Section 21 of the *Subdivision Act 1988* in relation to the subdivision of the Subject Land allowed under the Permit;

"**Subject Land**" the whole of the land contained in Certificate of Title Volume 10726 Folio 944 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

1.2

Interpretation

- (a) The singular includes the plural and the plural includes the singular.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.

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- (d) If a party consists of more than one person this agreement binds them jointly and each of them severally.
- (e) A reference to a statute shall include any statutes amending, consolidating or replacing them and any regulations made under such statutes.
- (f) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (g) The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (h) The expression "Owner" means the person or persons registered or entitled to be registered from time to time as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee in possession.
- (i) A reference to the words "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Frankston Planning Scheme.
- (j) A reference to the words "Responsible Authority" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

2. EFFECT OF AGREEMENT

- 2.1 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made as a Deed pursuant to the provisions of Section 173 of the *Planning and Environment Act 1987*.
- 2.2 The obligations of the Owner will take effect as separate and severable covenants which shall be annexed to and run at law and in equity with the Subject Land and bind the Owner, its successors, assigns and transferees and the registered proprietor or proprietors for the time being of the Subject Land and every part of the Subject Land.
- 2.3 The Responsible Authority acknowledges that this Agreement satisfies in full the Owner's obligations under the Permit to provide for the development contributions for the subdivision of the Subject Land.

3. COMMENCEMENT AND DURATION OF AGREEMENT

- 3.1 This Agreement shall come into force immediately upon execution by the parties.
- 3.2 When the Responsible Authority has issued the Statement of Compliance for the Plan pursuant to the Permit, this Agreement will be deemed to have ended

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Interland Podara Estate Services 173x Stage12 1 Unit16.doc



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in relation to the obligations referred to in clause 4.1 subject to compliance with Section 21(1)(b) of the *Subdivision Act 1988*.

- 3.3 Upon the written request of the Owner, after the Responsible Authority has issued the Statements of Compliance for the Plan pursuant to the Permit, the Responsible Authority must, without undue delay, cause a notice under Section 183(1) of the Act to be given to the Registrar of Titles and take any other step under the Act as may be necessary to ensure that this Agreement is ended in respect of the obligations referred to in clause 4.1.
- 3.4 The Responsible Authority must without undue delay, provide to the Owner a copy of the notice referred to in clause 3.3 and must notify the Owner of the steps taken to ensure this Agreement is ended in respect of the obligations contained in clause 4.1.

4. OWNER'S OBLIGATIONS

The Owner covenants and agrees that:

4.1

- (a) the Owner must pay to the Responsible Authority a sum in the amount of \$875.00 as a development contribution in respect of each of 221 of the lots allowed by the Permit prior to the Responsible Authority issuing a Statement of Compliance in respect of any plan of subdivision containing that lot;
- (b) the amount of the development contribution set out in clause 4.1(a) above:
- (i) is exclusive of any Goods and Services Tax (GST) payable on the amount, for which the Owner will be liable if such GST is payable; and
 - (ii) will be adjusted annually (on 1 October each year) until the total amount has been paid in accordance with movements in the CPI, in respect of the relevant stage of subdivision of the Subject Land;
 - (iii) is in respect of the widening and/or timely construction of government roads and/or fencing of the public open space reserves and/or purchase of sites for pre-schools, infant welfare.

4.2 that the Owner must not at any time keep or permit to be kept or permit to remain upon the Subject Land any cat.

4.3 that the Owner must not create any permanent vehicular access to and from Turner Road and/or Valentine Road but the Owner shall have the right to create emergency vehicular ingress and egress to Valentine Road from the Subject Land to the satisfaction of the Responsible Authority.

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5. REGISTRATION OF AGREEMENT

- 5.1 The Owner shall do all things necessary (including signing any further agreement acknowledgment or document and obtaining the consent of any mortgagee or caveator) to enable the Responsible Authority to apply to the Registrar of Titles to have this Agreement entered on the relevant Certificate or Certificates of Title to the Subject Land in accordance with Section 181 of the Act.
- 5.2 After execution of this Agreement and prior to its registration at the Land Registry, the Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing the existence and nature of this Agreement.
- 5.3 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:-
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (b) execute a deed agreeing to be bound by the terms of this Agreement.

5A. OWNER'S WARRANTY

Without limiting the operation and effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable in the Subject Land which may be affected by this Agreement.

6. DISPUTES

- 6.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, the dispute shall be referred to the Victorian Civil and Administrative Tribunal ("Tribunal") for resolution to the extent permitted by the Victorian Civil and Administrative Tribunal Act 1998. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Victorian Civil and Administrative Act 1998, the matter shall be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of agreement, by the Chairman of The Institute of Arbitrators and Mediators Australia or his nominee.
- 6.2 Where any provision is made in this Agreement that any matter is to be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, the dispute shall be referred to the Tribunal in accordance with Section 149(1)(b) of the Victorian Civil and Administrative Act 1998.
- 6.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 6.1 and 6.2 and, unless the



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Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

7. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

8. SERVICE

8.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

- (a) by delivering it personally to that party;
- (b) by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of two business days after the date of posting; or
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

9. COSTS

9.1 The Owner shall immediately pay the reasonable costs and expenses of the Responsible Authority (including legal expenses) of and incidental to:

- (a) the negotiation, finalisation, execution and registration of this Agreement; and
- (b) any notice requested by the Owner pursuant to clause 3.3 of this Agreement.

9.2 The Owner must pay any stamp duty assessed on this Agreement.



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10. **NO WAIVER**

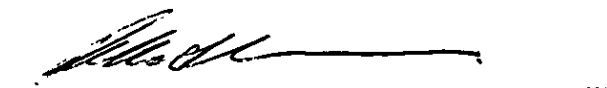
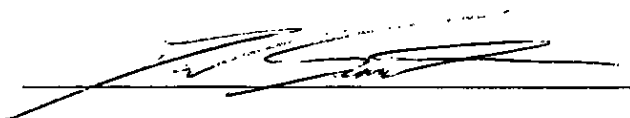
Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner shall not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

11. **NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY**

The Owner agrees this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

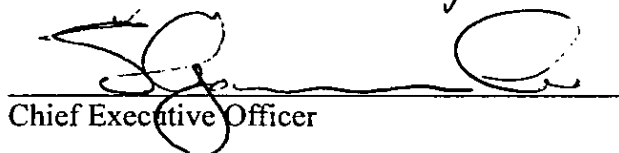
IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

Executed by Australand Holdings Limited)
by being signed by its Attorney Peter John)
Howren under Power of Attorney dated 11)
May 1998 in the presence of:)

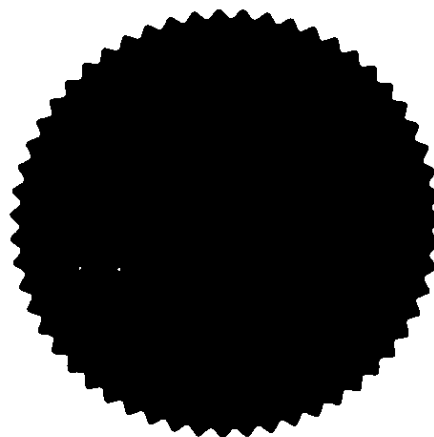


THE COMMON SEAL of FRANKSTON)
CITY COUNCIL was affixed in the presence)
of:)

Councillor



Chief Executive Officer



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ANNEXURE "A"

Planning Permit Number 00422



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PLANNING

PERMIT

Permit No.
Property No.

00422 (Amended)
20/1/65759-02

Planning Scheme

FRANKSTON

Responsible Authority FRANKSTON CITY COUNCIL

ADDRESS OF THE LAND:

360 McClelland Drive, Langwarrin

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THE PERMIT ALLOWS:



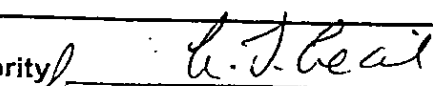
222 Lot Subdivision in stages and Removal of Native Vegetation (identified as Stage 4 in the subdivision Master Plan) in accordance with the endorsed plan/s

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the plan of subdivision can be certified, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:-
 - a) a landscape plan (including a vegetation retention plan showing vegetation to be removed and retained), to provide for a buffer corridor on the northern boundary of each lot abutting Lot 1, PS412711T to be restored with indigenous species to create a natural habitat link to Boggy Creek;
 - b) a vegetation retention plan showing vegetation to be removed and retained for the remainder of the site;
 - c) a streetscape plan;
 - d) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements;
 - e) On the lots adjacent to the east side of the western drainage/habitat link, building envelopes must be set back 10 metres from the reserve of the drainage/habitat link and located to minimise the removal of trees identified by a tree site survey;
 - f) A restriction must be placed on the titles of the lots adjacent to the east side of the western drainage/habitat link to provide for management of fire risk inside the building envelopes.
2. Prior to the certified plan being lodged with the Titles Office a copy of the certified plan shall be submitted to the Responsible Authority for approval and adoption as the final endorsed plan to this permit. Such plan shall supersede all previous endorsed plans for this permit.
3. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
4. The subdivision must proceed in the order of stages as shown on the endorsed plans unless otherwise agreed by the Responsible Authority.
5. Stormwater infrastructure must be provided to ensure that stormwater runoff is appropriately treated.
6. Sewerage infrastructure must be provided to ensure polluted effluent does not enter Boggy Creek.

Date Issued: 17 January 2001

Signature for the
Responsible Authority


NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

7. The land must be excised from Work Authority 331 in accordance with the provisions of the Extractive Industries Development Act 1995 and a total 200 metre landscape buffer must be provided in accordance with the EPA report 'Recommended Buffer Distances for Industrial Residual Air Emissions' A.Q. 2/86. A minimum of 100 metres of this landscape buffer must be provided along the southern boundary of the remaining Work authority 331 area.
8. No water shall be discharged from the site other than by means of an underground pipe drain discharged to an approved outlet in a street or to an underground pipe drain.
9. Before any works associated with the subdivision start, detailed construction plans must be prepared to the satisfaction of the Responsible Authority. All works constructed or carried out must be in accordance with those plans.
10. Prior to the issue of a Statement of Compliance, roadworks, drainage and associated works must be provided and constructed at the expense of the Developer in accordance with plans and specifications approved by Council and to the satisfaction of the Responsible Authority and must include details of:-

Any proposed filling of the site for any purpose

Drainage to Melbourne Water's Scheme discharge point

Amenity Control during Construction

Road Pavement Design/Make-up

Drainage System Design/Layout

Traffic management/Signage/Linemarking

Footpaths

Cycle/Pedestrian Paths/Signing

Kerb and Channel

Road widening on existing access roads, acceleration and deceleration lanes

Tree Planting: Tree Reserves

Fencing on Tree Reserves

Fencing of Council's Reserves

Permanent Survey marks/Numbered/Levelled

Service Conduit Plan

Metcon marking/Signing

Street Signs

Vehicle Crossings

Filling of land/Placement/Material

Street Lighting



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11. Proposed traffic control treatments at intersections as shown on proposed subdivision plan PS 438999V Ref 3449/PPS Version 4 to be designed and constructed to the satisfaction of the Responsible Authority (Infrastructure Manager).
12. A speed control device on the section of Pindara Boulevard (*formerly Sandstone Drive*) in the vicinity of the Melbourne Water reserve must be provided to the satisfaction of the Responsible Authority (Infrastructure Manager).
13. Road widths and pedestrian / bicycle path network are to be a minimum width of 2.5 metres and located within road reserves to the satisfaction of the Responsible Authority (Infrastructure Manager).
14. Shared pedestrian and bicycle paths are to be a minimum width of 2.5 metres and located within road reserves to the satisfaction of the responsible authority Infrastructure Manager).

Date Issued: 17 January 2001

Signature for the
Responsible Authority

Nick Charalambakis
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



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15. All court ends shall be capable of accommodating service vehicle movements to the satisfaction of the Responsible Authority (Infrastructure Manager).
16. Where the development involves work on or access to Council controlled land including roads, reserves and rights of way, the owner, operator and their agents under this permit shall at all times take adequate precautions to maintain works to the highest public safety standards.

Precautions are to include:

- appropriate signage to AS 1743 road works signing code of practice,
- the provision of adequate barricading of works, including trenches of Service Authorities and any other road openings sufficient to ensure public safety.

All relevant permits are to be obtained from Council for works within the existing road reserves in addition to the planning permit.

17. Prior to commencement of any works on the site an earthworks plan is to be submitted to and approved by the Responsible Authority (Infrastructure Manager).
18. No filling of the site is to occur without the consent of the Responsible Authority (Infrastructure Manager).
19. Vehicle crossings are to be fully constructed to the satisfaction of the Responsible Authority (Infrastructure Manager) and at locations satisfactory to the Responsible Authority (Infrastructure Manager).
20. Internal access to allotments is to be constructed including tree planting to the satisfaction of the Responsible Authority (Infrastructure Manager).
21. The applicant must provide all works including vehicle and pedestrian access, boundary fences and street trees to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance.
22. The operator under this permit shall ensure that, during the construction period and afterwards till the land is occupied, adequate precautions are taken to prevent emission of dust, whether from operation of construction equipment or from exposure of soil to winds. Adequate precautions may include the provision of a watering system and sowing of grasses.
23. The applicant or owner must pay to the Council a sum equivalent to five per cent of the site value of all land in the subdivision, or set aside an area of public open space equivalent to five percent of all the land in the subdivision. If a payment is made, it must be made before a statement of compliance is issued and may be varied under Section 19 of the Subdivision Act 1988.
24. Prior to the issue of a Statement of Compliance the owner of the site must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide the following:-
 - a) prior to the issue of a Statement of Compliance under Section 21 Subdivision Act 1988 a development contribution of \$875.00 per lot multiplied by net additional 221 lots, as reviewed annually on 1 October, must be paid to the Responsible Authority in satisfaction of all entitlements of the Responsible Authority to development contributions in respect of the subdivision, for the widening and/or timely construction of government roads and/or fencing of public open space reserves and/or purchase of sites for pre-schools, infant welfare. Total 221 lots x \$875.00 = \$193,375.00;

d: 17 January 2001

Signature for the
Responsible Authority

N. J. Beal
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

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- b) residents of dwellings in the subdivision shall not keep cats on any part of their property.
 - c) on lots adjacent to the east side of the western drainage/habitat link, building envelopes must be set back 10 metres from the reserve of the drainage/habitat link and located to minimise the removal of trees identified by a tree site survey.
 - d) fire risk must be managed inside the building envelopes;
 - e) permanent road access is not to be created from Turner Road or Valentine Road. Emergency access only may be created to Valentine Road;
 - f) this permit shall not be acted upon until such time as permit no. 00420 has been acted upon and Stages 1, 2 and 3 of the subdivision have been constructed;
 - g) the applicant to cover all costs relating to the preparation and registration of the Agreement (including costs incurred by the Responsible Authority).
25. Prior to the commencement of any works on the site, a site management plan to control run-off and sediment escape shall be submitted to and approved by the Responsible Authority (Environmental Planner).
26. In the construction phase of the development no burning permit will be issued for the developers so that all material shall be slashed, mulched or removed from the site, and all weeds to be removed, to the satisfaction of the Responsible Authority.
27. A 1.8 metre high feral animal proof fence dug 30 cm into the ground must be constructed along the southern boundary of the site where it abuts Studio Park and McClelland Gallery as early as practicable during construction of the subdivision.
28. All existing vegetation shown on the endorsed plans must be suitably marked before any development starts on the site and that vegetation must not be removed, destroyed or lopped without the written consent of the Responsible Authority.
29. All reserves must be constructed to an appropriate standard to the satisfaction of the Responsible Authority (Infrastructure Manager).
30. All disturbed surfaces on the land resulting from the development and/or buildings and works authorised or required by the permit shall be revegetated and stabilised to the satisfaction of the Responsible Authority so as to prevent any erosion or siltation either on or adjacent to the land.
31. Along the drainage and habitat link on the site's western drainage line, indigenous habitat must be restored, and traffic management measures must be implemented to achieve low volume and low speed for any road crossing the western drainage line.
32. No permanent road access is to be created from Pindara Estate (*formerly Castlebrooke Estate*) to Turner Road or Valentine Road. Provision may be made for emergency vehicle access to Valentine Road only.
33. Prior to the issue of a Statement of Compliance, either:
- A certificate of environmental audit must be issued for the land in accordance with Section 57AA of the Environment Protection Act 1970, or
 - An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Section 57AA(5)(b) of that Act that the environmental conditions of the land are suitable for the sensitive use.
34. **UNITED ENERGY REQUIREMENTS**

The applicant may be required to:-



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Date Issued: 17 January 2001

Signature for the
Responsible Authority

Nick Charalambakis
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

- a) Enter into an agreement with United Energy for an underground supply of electricity to each lot shown on the endorsed plan.
- b) Enter into an agreement with United Energy for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by United Energy.
- c) Provide easements satisfactory to United Energy for Electricity (Power Line) as defined in Column 2 in the 7th Schedule of the "SEC Act 1958" in favour of United Energy, where easements have not been otherwise provided, for all existing United Energy electric powerlines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
- d) Obtain for the use of United Energy other easements required to service the lots.
- e) Provide suitable sites for electric substations by setting aside reserves for the use of United Energy.
- f) Execute lease documents for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years for any electrical substations and for associated powerlines and carriageway as required. United Energy requires that such leases are to be noted on the title by way of a caveat prior to the registration of the plan of subdivision.

35. MELBOURNE WATER REQUIREMENTS

- a) Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- b) No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- c) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

36. SOUTH EAST WATER REQUIREMENTS

- a) The owner of the subject land must enter into an agreement with South East Water Limited for the provision of water supply and fulfil all requirements to its satisfaction.
- b) The owner of the subject land must enter into an agreement with South East Water Limited for the provision of sewerage and fulfil all requirement to its satisfaction.

TELSTRA REQUIREMENTS

- a) Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for the provision of Telecommunications services to each lot created in the subdivision.
- b) Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to a Statement of Compliance being issued.

38. CFA REQUIREMENTS

Access



- There must be no obstructions within one metre of the edge of the formed width of roads at any time and there must be four metres height clearance above all roads.

1: 17 January 2001

Signature for the
Responsible Authority

R. Charalambakis
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

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- Roads and parking to comply with the Victorian Code for Residential Development sections E4, E6 and E9.

Water Supply

- Three copies of water reticulation drawings to be provided to the CFA for approval.
- There must be a hydrant within 120 metres from the outer edge of the building envelope OR within 90 metres from the property boundary.
- Fire hydrants must be clearly identified in accordance with the Fire Service Guideline – Identification of Street Hydrants for Fire Fighting Purposes.

Section 173 Agreement

- Prior to the issue of a Statement of Compliance, the applicant must enter into an agreement under Section 173 of the Act with the responsible authority to provide the following: Lot nos. 433, 432, 431, 443, 442, 441, 528, 527, 526, 631, 630, 629, 628, 627, 626, 625 (formerly lots 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323) are to have a Building Protection Zone of 20 metres and a Fuel Modified Buffer Zone of 40 metres maintained in accordance with the tables 'Vegetation requirements in the Building Protection Zone' and 'Vegetation requirements in the Fuel Modified Buffer Zone' listed in CFA's letter to Frankston City Council of 18 December, 2000. These zones are to be maintained during the Fire Danger Period. The installation of these zones will provide protection to the dwellings on these blocks in the event of wildfire. The Section 173 Agreement shall be registered in accordance with the provisions of Section 181 of the Planning and Environment Act 1987. Cost of preparation and registration of the agreement to be borne by the operator of the permit.

39. VIC ROADS REQUIREMENTS

- All Vehicular access to Lot 1 shall be via the subdivisional roadway (Pindara Boulevard) (formerly Castlebrooke Way). That is, direct vehicular access from Lot 1 to Cranbourne-Frankston Road will not be permitted.
- A signalised intersection shall be constructed at the intersection of the proposed subdivision access road Pindara Boulevard (formerly Castlebrooke Way) with Cranbourne-Frankston Road and Union Road generally in accordance with Drawing Number 2919-11CP1 Issue A, but shall incorporate the following features.
 - The left turn lane from Cranbourne-Frankston Road into Union Road shall consist of a 50 metre long lane plus a 30 metre long taper.
 - The existing left turn lane/bus stop on the Frankston bound carriageway south-west of the intersection shall be replaced with a 3.0 metre wide left turn lane/bus stop 30 metres long with a 30 metre long taper.
 - The entrance to the hotel shall incorporate a taper 3.0 metres wide at the tangent.
 - The median in Cranbourne-Frankston Road on the south-west side of the intersection shall be extended a minimum of 15 metres to prevent right turn movements into and out of the hotel entrance.
- Traffic signals to the satisfaction of Vic Roads and the Responsible Authority, shall be installed at the above intersection. Vic Roads will arrange for the installation of the traffic signals at the appropriate time.
- Detailed engineering plans of the proposed road networks and signalised intersection layout shall be submitted to Vic Roads and the Responsible Authority for approval before commencement of works.



Date Issued: 17 January 2001

Signature for the
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

- e) The depth and composition of new pavement shall be to the satisfaction of Vic Roads and the Responsible Authority.
- f) The standard of all materials and work shall be to the satisfaction of Vic Roads and the Responsible Authority.
- g) The applicant shall pay the full costs of all roadworks, drainage works, signal installation work, pavement markings, public lighting alterations, service relocations, signage and any other costs associated with these works i.e. all works shall be undertaken at no cost to Vic Roads or the Responsible Authority.
- h) Prior to gaining approval from Vic Roads to undertake works on Cranbourne-Frankston Road, the developer shall:

- (i) provide a payment to Vic Roads of the estimated cost for installation of the traffic signals.
- (ii) Provide payment to Vic Roads of \$550 or 1% of the estimated cost of roadworks, whichever is greater, to cover the cost of surveillance.
- (iii) Provide a bank guarantee, without a termination date, to Vic Roads for the estimated cost of the works (excluding traffic signals).
- (iv) Provide evidence that the Contractor has a public liability insurance policy for a least \$10 million that will be effective for the duration of the works.
- (v) Provide Vic Roads with the name, address, business and out-of-hours telephone numbers of the principal roadworks contractor.
- (vi) Arrange for the contractor to contact the Vic Road Surveillance Co-ordinator on telephone number 9881 8077, to organise a meeting on site to discuss traffic management measures (usually 7 days notice required).

- i) During construction, worksite signing for traffic management shall be provided to conform with the intent and standards included in Vic Roads' publication "worksite Traffic management, (Roadworks Signing Code of Practice), " incorporating AS 1742.3-1996.

40. This permit will expire if one of the following circumstances applies:-

- ❖ The subdivision is not certified within two (2) years of the date of this permit
- ❖ The subdivision is not completed within five (5) years of the date of certification.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

NOTES



A \$130.00 non-refundable Asset Protection Permit is required from Council's Infrastructure Department prior to the commencement of works.

Fences shall be in sound condition to the satisfaction of the Responsible Authority.

The holder of this permit shall include in any Contract of Sale advice that all buildings, works and landscaping are required to be completed in accordance with this permit.

Any request for time extension or variation amendment of this Permit or any condition shall be lodged with an administration fee of not less than \$90.00 per request.

If further information is required in relation to Melbourne Water's permit conditions please contact Alanna Murphy on telephone 9235 2131, quoting Melbourne Water's reference 66020.

Date Issued: 17 January 2001

Signature for the
Responsible Authority

Nick Charalambakis
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

The 'Best Practice Environmental Management Guidelines for Urban Stormwater' (The Stormwater Committee, 1999) may be used as a guide when developing site controls to minimise sediment laden runoff and stormwater pollution during construction. Section 6.3 'Construction Activity' of these guidelines provides a useful checklist to develop a site management plan.

This permit was amended under Section 73 of the Planning and Environment Act, 1987 on 31 January, 2001 by amending the wording of Conditions 23, 27 and 39(h)(i).

This permit was further amended on 16 February 2001 under Section 73 of the Planning and Environment Act 1987 by:

- a) Inserting the words "in stages" in the preamble to the permit;
- b) Amending the wording of condition 1(a);
- c) Inserting a new condition 1(b) and renumbering condition 1(a) – 1(f) accordingly;
- d) Amending condition 24 to read "201 lots" instead of 197 lots and altering the monetary amount accordingly;

This permit was again amended on 17 March 2003 under Section 73 of the Planning and Environment Act 1987 by:

- a) Amending the preamble to the permit and condition 24 to read "204 lots" instead of 201 lots and altering the monetary amount accordingly;
- b) Updating road names in conditions 12, 32 and 39(a).
- c) Updating lot numbers in condition 38 under the Section 173 Agreement provisions.

This permit was again amended on 10 July 2003 under Section 73 of the Planning and Environment Act 1987 by:

- a) Amending the preamble to the permit and condition 24 to read 222 lots instead of 204 lots and altering the monetary amount accordingly.

APPLICANT: P Sager C/- Peter Herbert



Date Issued: 17 January 2001

Signature for the
Responsible Authority

Nick Charalambakis
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

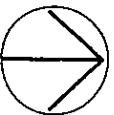
Pindara Estate Stage 12 - AUSTRALAND

1:6000 @ A3



Meters

Coomes
Consulting Group Pty Ltd

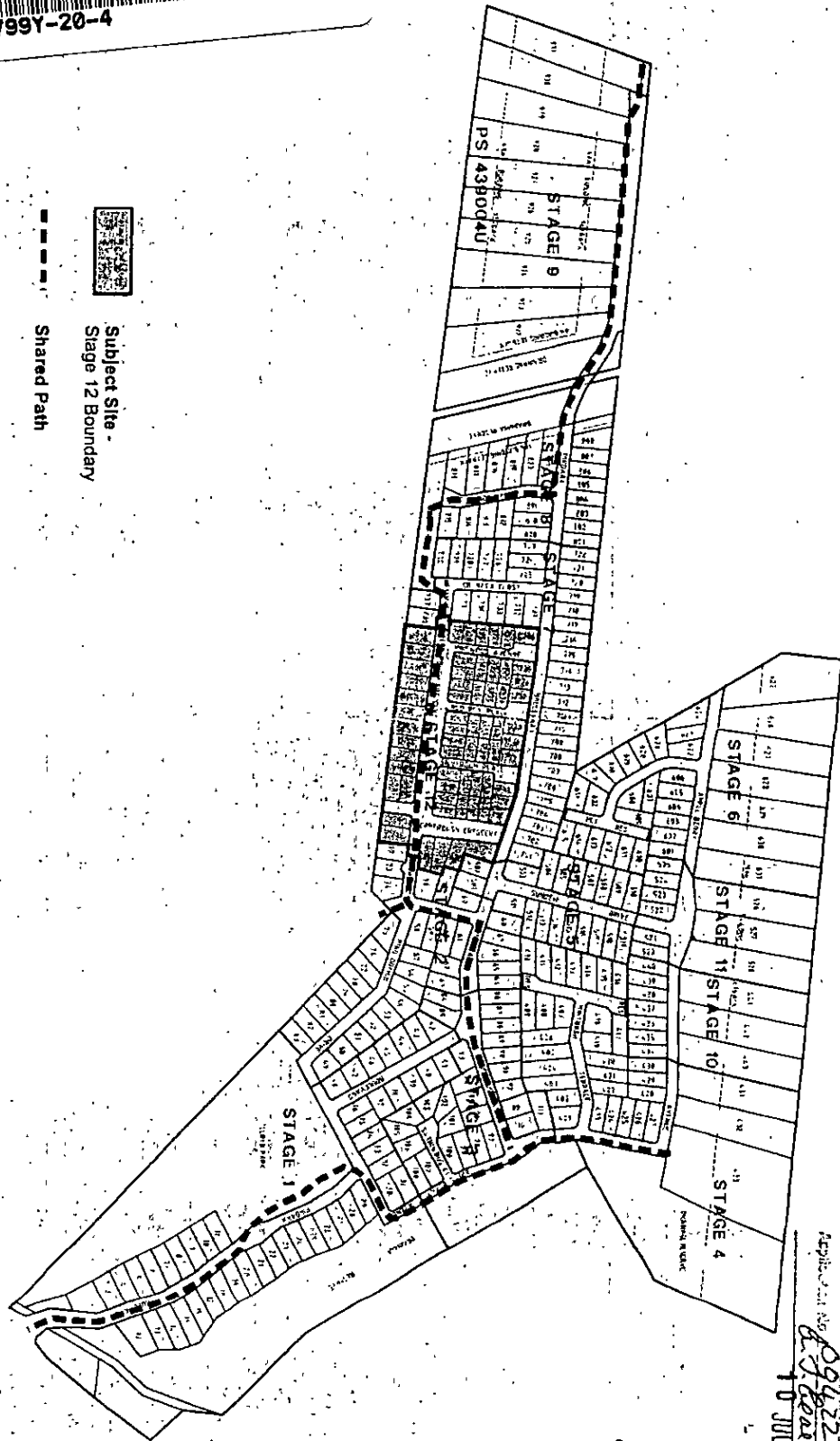


Prepared by Coomes Consulting Group July 2003 Drawing (401/2007.10) rev D Option B



DAC772799Y-20-4

Subject Site -
Stage 12 Boundary
Shared Path



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31/03/2004 \$59

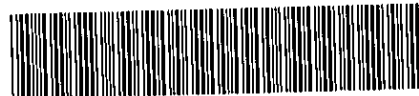
173



Plan for Stage 12, Pindara Estate, NSW
Republished by
AC772799Y
10 JUL 2003
Republished layout file

ANNEXURE "B"

PS 438999 V STAGE 12



DAC772799Y-21-8

AC772799Y

31/03/2004 \$59 173



PLAN OF SUBDIVISION

Stage No.

12

LR use only

EDITION

Plan Number

PS 438999V

Location of Land

Parish: LANGWARRIN

Township: -

Section: B

Crown Allotment: 2, 3(PT), 3B, 21(PT), 23(PT), 29, 29A & 29B

Crown Portion: -

Title References

C/T VOL FOL ...

Last Plan Reference: Lot S12 on PS 438999V (STAGE 11)

Postal Address: 389 McCLELLAND DRIVE
(At time of subdivision) LANGWARRIN 3910

AMG Co-ordinates: E 341 000 Zone 55
(Of approx. centre of plan) N 5 776 300

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROADS R-12 RESERVE No18	FRANKSTON CITY COUNCIL FRANKSTON CITY COUNCIL

Council Certification and Endorsement

Council Name: FRANKSTON CITY COUNCIL Ref: 0 3 6 2 2

- This Plan is certified under Section 6 of the Subdivision Act 1988.
- ~~This plan is certified under section 11(7) of the Subdivision Act 1988 -
Date of original certification under section 6/...../.....~~
- ~~This is a statement of compliance issued under section 24 of the Subdivision Act 1988.~~

- OPEN SPACE
- (i) A requirement for public open space under Section 18 Subdivision Act 1988 ~~has not been made.~~
- (ii) ~~The requirement has been satisfied.~~
- (iii) ~~The requirement is to be satisfied in Stage~~

Council delegate
Council seal
Date 18 OCT 2003

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate
Council seal
Date / /

Notations

Staging: This is a staged subdivision
Planning permit No. 0422 Amended

Depth Limitations: 15 metres below the surface for C.A.'s 3B & 29B Section B and
15.24 metres below the surface for the remaining land in the Plan.

Lots 1 to 1200 (both inclusive) have been omitted from this plan

Survey: This plan is based on survey
(To be completed where applicable)

This survey has been connected to permanent mark no(s). 137, SR75/G25 & SR75/G26
in Proclaimed Survey Area no. 52

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
		SEE	SHEET 2	



DAC772799Y-22-1

AC772799Y

31/03/2004 \$59 173



LR use only

Statement of compliance/
Exemption Statement

Received ☐

Date: / /

LR use only

PLAN REGISTERED

TIME

Date: / /

Assistant Registrar of Titles.

PINDARA ESTATE - STAGE 12 (63 LOTS)

AREA OF STAGE - 5.134ha

Sheet 1 of 10 Sheets

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering



Coomes

Consulting Group Pty Ltd

24 Albert Road South Melbourne Vic 3205 Australia

ACH 654 623 633 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999

Email coomes@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE

DATE 9 11 03

REF: 140122SV00

VERSION 7

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SAVE DATE: Wed, 08 Oct 2003 - 8:43 LAST SAVED BY: j.kearns

DATE 18 OCT 2003

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

	PLAN OF SUBDIVISION	Stage No. 12	LR use only EDITION	Plan Number PS 438999V
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Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-7	Drainage & Sewerage	2	This Plan	Land in this Plan
E-7	Sewerage	2	This Plan	South East Water Limited
E-7	Drainage	2	This Plan	Frankston City Council
E-8	Drainage & Sewerage	3	This Plan	Land in this Plan
E-8	Sewerage	3	This Plan	South East Water Limited
E-8	Drainage	3	This Plan	Frankston City Council
E-15	Water	See Diag	This Plan	South East Water Limited
E-15	Sewerage	See Diag	This Plan	South East Water Limited
E-15	Drainage	See Diag	This Plan	Frankston City Council
E-15	Gas	See Diag	This Plan	Vic Gas Distribution Pty Ltd (ACN 085 899 001)
E-15	Telecommunications	See Diag	This Plan	Land in this Plan
E-15	Powerline	See Diag	This Plan Section 88 Electricity Industry Act 2000	United Energy Limited (ACN 70 064 651 029)
E-18	Electricity Supply	1.0	This Plan	Common Property No1
E-19	Electricity Supply	2	This Plan	Common Property No1
E-19	Drainage & Sewerage	2	This Plan	Land in this Plan
E-19	Sewerage	2	This Plan	South East Water Limited
E-19	Drainage	2	This Plan	Frankston City Council

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31/03/2004 \$59 173



DAC772799Y-23-5

PINDARA ESTATE - STAGE 12 (63 LOTS)

AREA OF STAGE - 5.134ha

Sheet 2 of 10 Sheets

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**Coomes**

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24 Albert Road South Melbourne Vic 3205 Australia
ACN 626 629 435 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999
Email coomes@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE *Keith Jones*

DATE 7 110 103

REF: 140122SV00

VERSION 7

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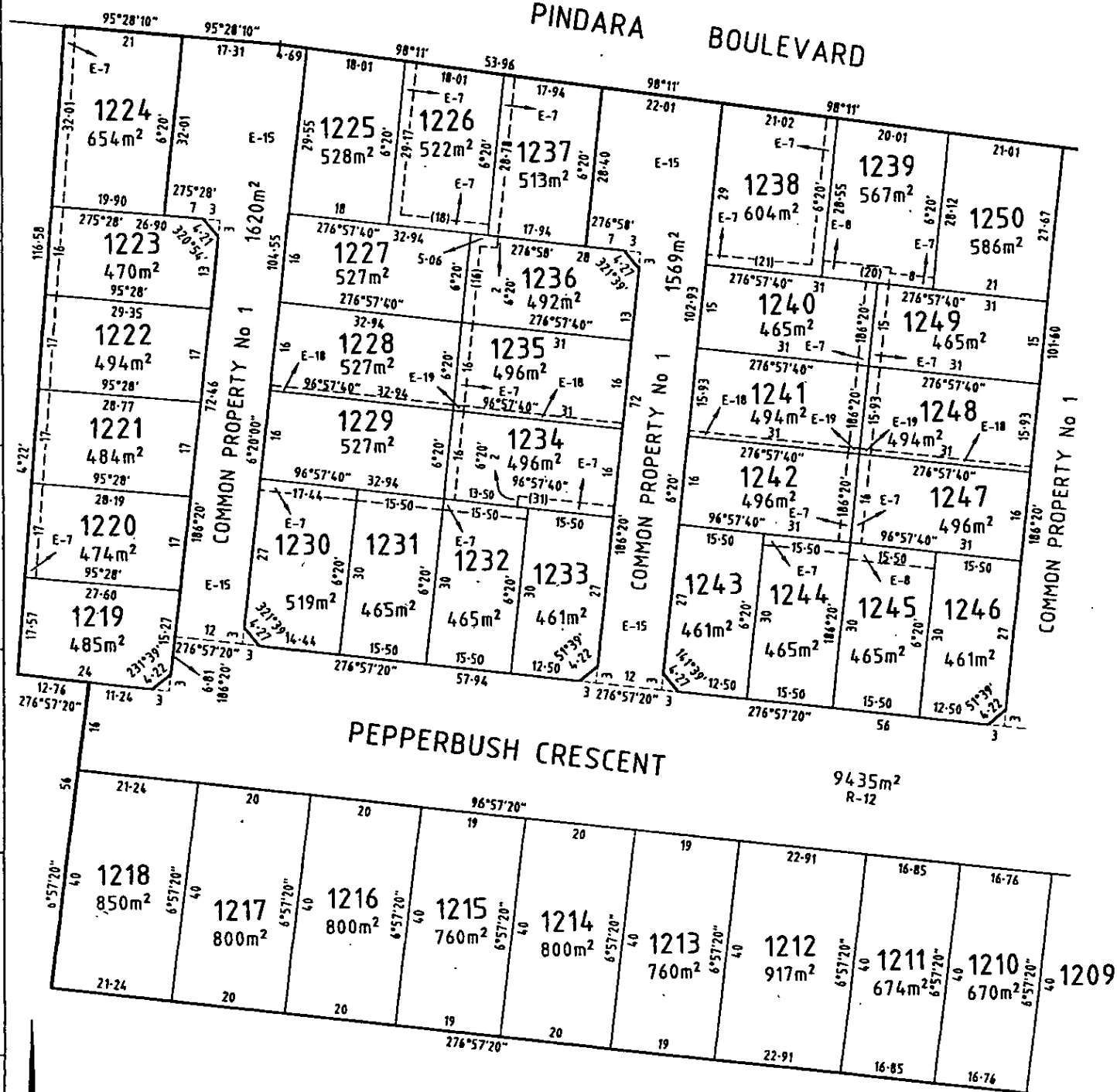
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PS 438999V

PINDARA BOULEVARD



AC772799Y

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Sheet 3 of 10 Sheets

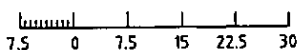
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COUNCIL DELEGATE
SIGNATURE

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Email: enquiries@coomes.com.au Web: www.coomes.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE

1:750

A3

LICENSED SURVEYOR Keith Robert Jones

SIGNATURE *[Signature]* DATE 7/10/03

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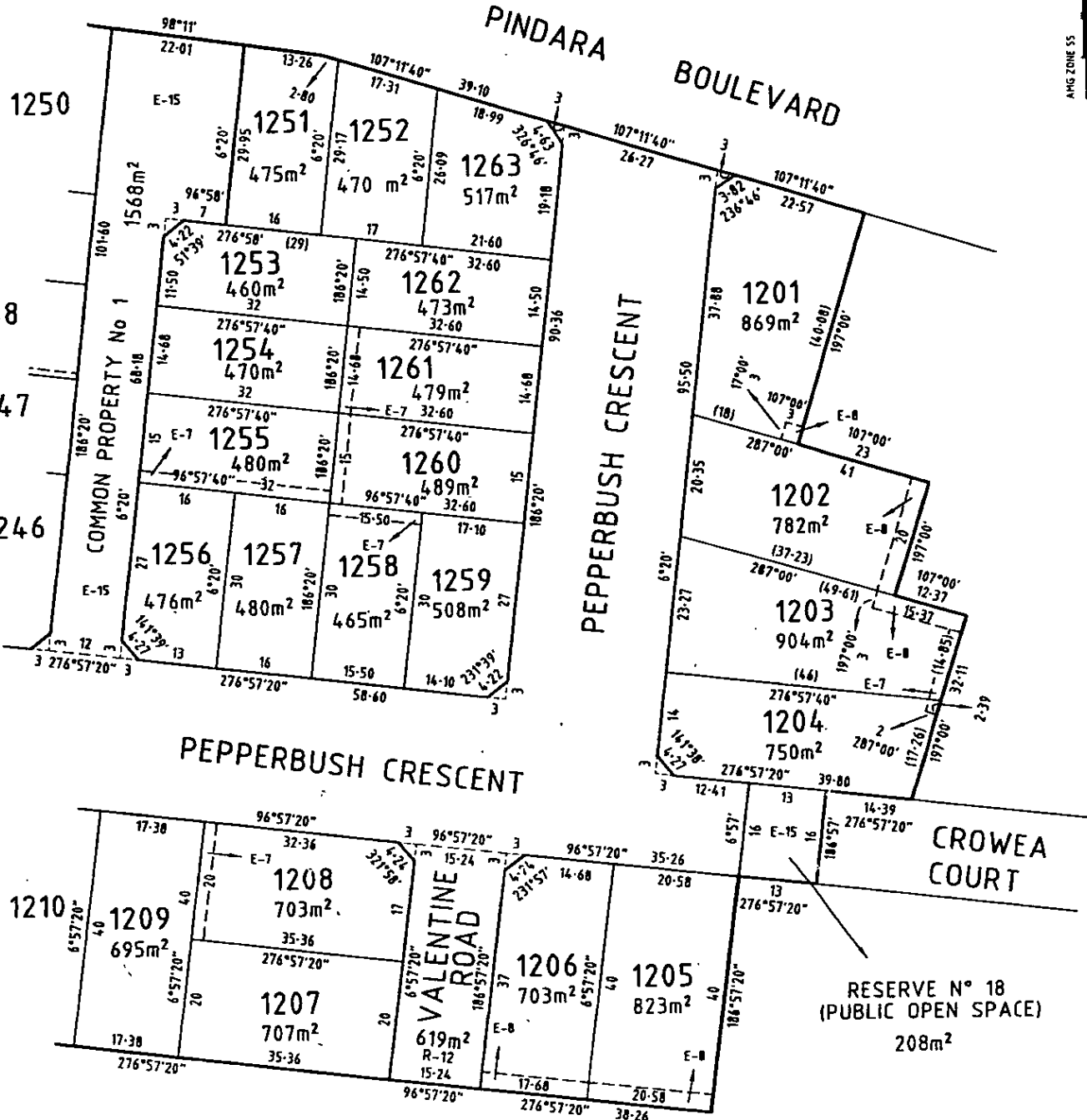
PLAN OF SUBDIVISION

Stage No
12

Plan Number
PS 438999V



ANG ZONE 55

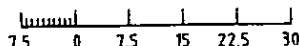


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Sheet 4 of 10 Sheets

DATE **18 OCT 2003**
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

1	2	3	4	5	6
BODY CORPORATE SCHEDULE				Stage No 12	Plan Number PS 438999V
Body Corporate No. 1			Plan No. PS 438999V		
Land affected by Body Corporate : LOTS 1219 to 1263 (both inclusive) and COMMON PROPERTY No1					
Limitations on Body Corporate : NIL					
Postal address for service of notices PINDARA BOULEVARD, LANGWARRIN 3910					
Rules & other notations					
Standard Rules apply as per form 1 of the Subdivision (Body Corp.) Regulations 2001 Additional Rules also apply					
<u>ADDITIONAL RULES (BODY CORPORATE LOTS ONLY)</u>					
Use of common property and lots:					
A member must not, and must ensure that the occupier of a member's lot does not:					
(a) build or allow to be built more than one dwelling house together with the usual out buildings; (b) build or allow to be built a dwelling house:- (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer; (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material; (iii) any dwelling house having external plumbing (stormwater drainage downpipes and solar hot water service collectors excepted) which shall be visible from an adjoining street; (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:- (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and (ii) which is capable of housing at least two motor vehicles; (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage verandah carport or other outbuilding) of less than 156 square metres; (e) build or allow to be built any buildings outside the building envelopes shown on sheet 8 of this plan					
 DAC772799Y-26-6					
AC772799Y 31/03/2004 \$59 173 					
Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering  Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia ACH 09 02 03 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999 Email coomes@coomes.com.au Web www.coomes.com.au		LICENSED SURVEYOR (PRINT) <u>Keith Robert Jones</u> SIGNATURE <u><i>Keith Jones</i></u> DATE <u>9 / 10 / 03</u> REF 140122SV00 VERSION 7 FILE NAME : 140122SV00.dwg FILE LOCATION : F:\140140122\140122-SUB\dwg\1 LAYOUT NAME : Sheet 5 SAVE DATE : Wed, 08 Oct 2003 - 8:43 LAST SAVED BY : mstallier		Sheet 5 of 10 Sheets <u><i>[Signature]</i></u> DATE <u>18, OCT, 2003</u> COUNCIL DELEGATE SIGNATURE Original sheet size A3	
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PLAN OF SUBDIVISION

Stage No
12

Plan Number
PS 438999V

ADDITIONAL RULES (BODY CORPORATE LOTS ONLY)

- (f) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;
- (g) erect or cause or permit to be erected or remain erected:-
- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres;
 - (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence;
 - (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent;
 - (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed;
 - (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:
 - (aa) that is of the same design and construction as the front fence along the whole of the side boundary or
 - (bb) up to a 1.8 metre high timber picket fence
- For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;
- (h) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot;
- (i) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot;
- (j) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.
- (k) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (l) park or leave a vehicle, on the common property, or any place set aside for the short term parking of visitors vehicles, other than within the confines of the members carport/garage, or on the driveway to the members carport/garage, providing that such vehicle(s) shall not overhang any part of a kerb, footpath, roadway etc.; or
- (m) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
- (n) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or
- (o) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.; or
- (p) fail to place their rubbish bins out for collection within twenty four hours of the Council's advised collection time, and brought back in within twenty four hours of being cleared. All rubbish bins must not be kept in the view of other residents at all other times; or

AC772799Y

31/03/2004 \$59 173



DAC772799Y-27-0

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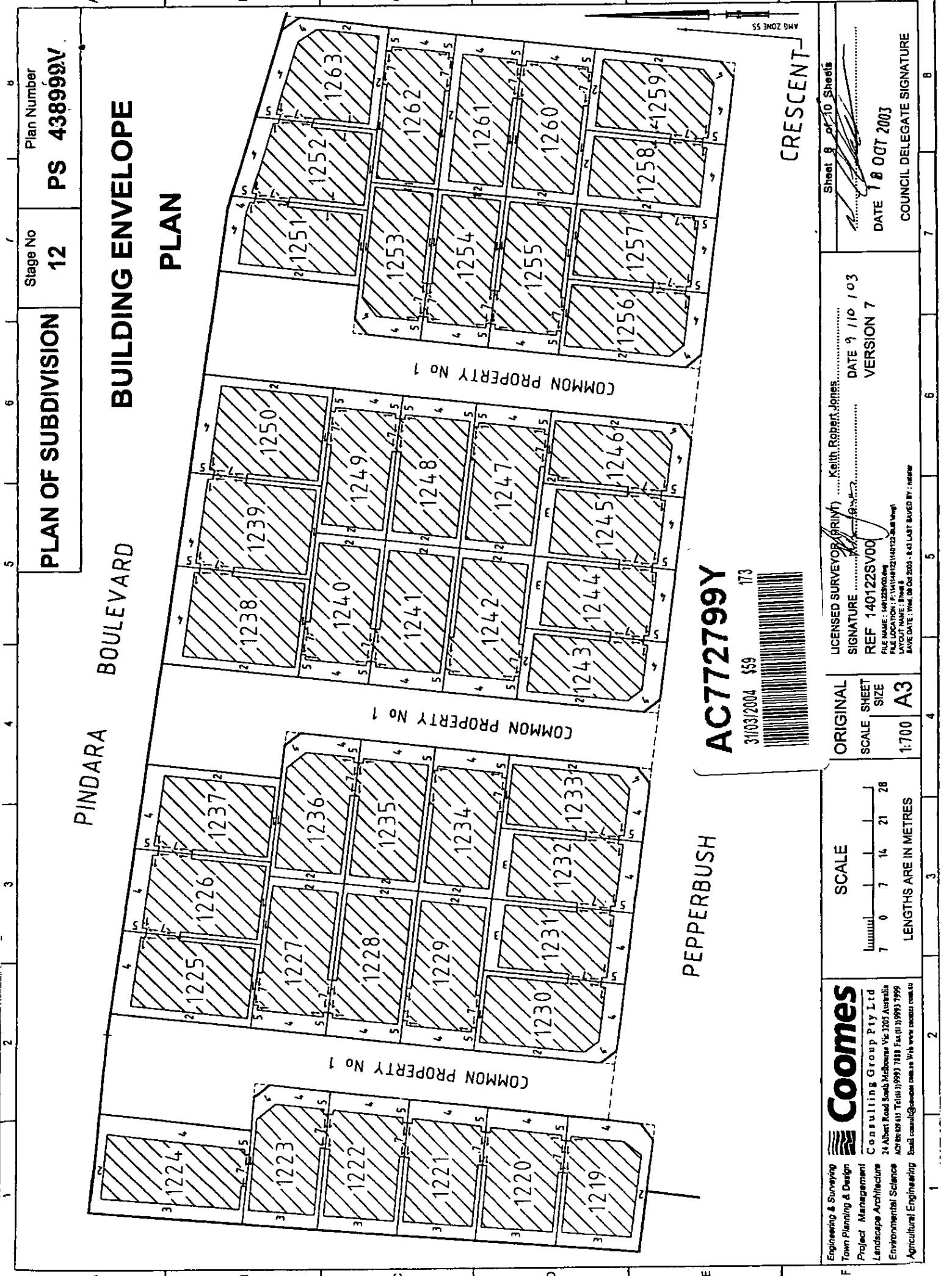
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Sheet 6 of 10 Sheets

DATE 18 OCT 2003
COUNCIL DELEGATE
SIGNATURE

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PLAN OF SUBDIVISION

Stage No
12

Plan Number
PS 438999V

BUILDING ENVELOPE
PLAN

AC772799Y

31/03/2004 \$59 173



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SCALE
1:700
LENGTHS ARE IN METRES
7 0 7 14 21 28

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SIZE
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SAVE DATE: Wed, 28 Oct 2003 8:43 LAST SAVED BY: HEMW

Sheet 9 of 10 Sheets
DATE 18 OCT 2003
COUNCIL DELEGATE SIGNATURE [Signature]

PLAN OF SUBDIVISION

Stage No
12

Plan Number
PS 438999V

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in Subdivision Act 1988.

Land to be Benefited: Lots 1201 to 1218 and Roads R-12 on the Plan of Subdivision

Land to Burdened: Lots 1201 to 1218 on the Plan of Subdivision

Description of Restriction:

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan") the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:

- (a) build or allow to be built more than one dwelling house together with the usual out buildings;
 - (b) build or allow to be built a dwelling house:-
 - (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer;
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material;
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;
 - (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:-
 - (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and
 - (ii) which is capable of housing at least two motor vehicles;
 - (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage verandah carport or other outbuilding) of less than 186 square metres;
 - e) build or allow to built any building:-
 - (i) Not Applicable
 - (ii) on lots 1201 to 1218 (both inclusive) within 5 metres of the front boundary;
 - (iii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;

provided always that the distances in (e) (i), (ii) and (iii) above, shall be greater if required by the Responsible Authority.
- For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;
- (f) Not Applicable.
 - (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;

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31/03/2004 \$59 173




DAC772799Y-30-2

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34 Albert Road South Melbourne VIC 3205 Australia
ACN 06 06 11 811 1993 7882 Fax 03 (9193) 7995
Email: coomes@coomes.com.au Web: www.coomes.com.au

ORIGINAL
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SIZE
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Sheet 9 of 10 Sheets

DATE 18 OCT 2003
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No
12

Plan Number
PS 438999V

CREATION OF RESTRICTION

- (h) erect or cause or permit to be erected or remain erected:-
- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres;
 - (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence;
 - (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent;
 - (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed;
 - (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:-
 - (aa) that is of the same design and construction as the front fence along the whole of the side boundary or
 - (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary;
 - (vi) Not Applicable
- For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;
- (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot;
 - (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot;
 - (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and
 - (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.



DAC772799Y-31-6

AC772799Y



Imaged Document Cover Sheet

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Document Identification	AC084783B
Number of Pages (excluding this cover sheet)	35
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Application by
Responsible Authority,
Relevant Authority,
Referral Authority of Council
for the making of a recording of an
Agreement
Section 181(1) Planning and Environment Act 1987



AC084783B

22/05/2003 \$59 173



Lodged by: Maddocks
Name: Patrick Doyle
Phone: 03 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: Patrick Doyle
Customer Code: 1167E

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Every lot on PS 438999V (Stage 11), except Lot S6, being part of the land described in Certificate of Title Volume 10719 Folio 607

Authority or Council: Frankston City Council
Civic Centre, Davey Street, Frankston Victoria 3199

Now sub 10726/932-940 +
942-944 \$ 10/7/03

Section and Act under which Agreement is made: Section 173 Planning and Environment Act 1987

A copy of this Agreement is attached to this Application.

Date: 22.05.03

Executed by the City of Frankston:


Jon Edwards
CHIEF EXECUTIVE OFFICER



DAC084783B-1-9

\$ 10/7/03

SECTION 173 AGREEMENT

Responsible Authority: Frankston City Council

Owner: Australand Holdings Limited

**Stage 11 on Plan of Subdivision 438999 V
"Pindara Estate" Langwarrin**



DAC084783B-2-7

SEPTIMUS JONES & LEE

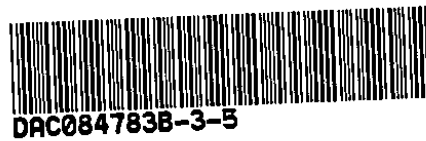
**Solicitors
99 William Street
MELBOURNE VIC 3000
DX 186**

**Telephone: 9613 6555
Reference: DBJ/MT**



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THIS AGREEMENT is made the 22nd day of May 2003 pursuant to
Section 173 of the *Planning and Environment Act* 1987

PARTIES:

Frankston City Council of Civic Centre, Davey Street, Frankston, Victoria,
3199

("Responsible Authority")

and

Australand Holdings Limited ACN 008 443 696 of Level 2, 352 Wellington
Road Mulgrave 3170

("Owner")

RECITALS

- A. The Responsible Authority is responsible for the administration and enforcement of the Frankston Planning Scheme ("Planning Scheme") pursuant to the provisions of the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 17 January 2001 the Responsible Authority issued Planning Permit no. 00422 (amended) ("Permit") allowing the Subject Land to be subdivided into 202 lots in stages and removal of native vegetation (identified as Stage 4 in the subdivision Master Plan) in accordance with a plan to be endorsed under condition 1 of the Permit. Conditions 24 and 38 of the Permit require the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Permit is attached to this Agreement and marked "A".
- D. There is no Mortgage on the Subject Land.
- E. The Owner and the Responsible Authority enter into this Agreement:
 - (i) to give effect to conditions 24 and 38 of the Permit in so far as they affect the Subject Land; and
 - (ii) to achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED THAT:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the contrary intention appears.

1.1 Definitions





DRC084783B-5-1

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

"Act" means the *Planning & Environment Act* 1987;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"Buildable Area" means the area shown and described as "Buildable Area" in the Endorsed Plan;

"Building" means any structure except a fence;

"CPI" means the Consumer Price Index - All Groups Melbourne or if this index is not available, such other index that represents the rise in cost of living in Melbourne, as the Responsible Authority may reasonably determine;

"Endorsed Plan" means the Plan which identifies the Buildable Area and which has been endorsed by Council. A copy of the plan is attached to this Agreement and marked with the letter "B";

"Fire Danger Period" means between the period declared pursuant to the Country Fire Authority Act 1958;

"Lot" means a lot on the Plan;

"Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it;

"Party" or **"Parties"** means the Owner and Responsible Authority under this Agreement as appropriate;

"Plan" means Stage 11 of Plan of Subdivision PS 438999 V. A copy of the Plan is attached to this agreement and marked with the letter "C";

"Permit" means Planning Permit number 00422 (amended) issued by the Responsible Authority;

"Statement of Compliance" means the statement of compliance issued pursuant to Section 21 of the *Subdivision Act* 1988 in relation to the subdivision of the Subject Land allowed under the Permit;

"Subject Land" means each and every lot on the Plan except Lot S6 and being part of the land contained in Certificate of Title Volume 10719 Folio 607 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

"Tables" means the 'Vegetation requirements in the Building Protection Zone' and 'Vegetation requirements in the Fuel Modified Buffer Zone' listed in the Country Fire Authority's letter to the Responsible Authority of 18 December

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2000, a copy of which is attached to this Agreement and marked with the letter "D";

1.2

Interpretation

- (a) The singular includes the plural and the plural includes the singular.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (d) If a party consists of more than one person this agreement binds them jointly and each of them severally.
- (e) A reference to a statute shall include any statutes amending, consolidating or replacing them and any regulations made under such statutes.
- (f) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (g) The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (h) The expression "Owner" means the person or persons registered or entitled to be registered from time to time as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee in possession.
- (i) A reference to the words "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Frankston Planning Scheme.
- (j) A reference to the words "Responsible Authority" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.



2. EFFECT OF AGREEMENT

- 2.1 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made as a Deed pursuant to the provisions of Section 173 of the *Planning and Environment Act 1987*.
- 2.2 The obligations of the Owner will take effect as separate and severable covenants which shall be annexed to and run at law and in equity with the Subject Land and bind the Owner, its successors, assigns and transferees and the registered proprietor or proprietors for the time being of the Subject Land and every part of the Subject Land but the covenants referred to in clauses 4.4

and 4.5 shall only apply to the registered proprietor or proprietors of the lots affected by those clauses.

- 2.3 The Responsible Authority acknowledges that this Agreement satisfies in full the Owner's obligations under the Permit to provide for the development contributions for the subdivision of the Subject Land.

3. COMMENCEMENT AND DURATION OF AGREEMENT

- 3.1 This Agreement shall come into force immediately upon execution by the parties.
- 3.2 When the Responsible Authority has issued the Statement of Compliance for the Plan pursuant to the Permit, this Agreement will be deemed to have ended in relation to the obligations referred to in clause 4.1 subject to compliance with Section 21(1)(b) of the Subdivision Act 1988.
- 3.3 Upon the written request of the Owner, after the Responsible Authority has issued the Statements of Compliance for the Plan pursuant to the Permit, the Responsible Authority must, without undue delay, cause a notice under Section 183(1) of the Act to be given to the Registrar of Titles and take any other step under the Act as may be necessary to ensure that this Agreement is ended in respect of the obligations referred to in clause 4.1.
- 3.4 The Responsible Authority must without undue delay, provide to the Owner a copy of the notice referred to in clause 3.3 and must notify the Owner of the steps taken to ensure this Agreement is ended in respect of the obligations contained in clause 4.1.

4. OWNER'S OBLIGATIONS

The Owner covenants and agrees with the Responsible Authority:

4.1

- (a) the Owner must pay to the Responsible Authority a sum in the amount of \$875.00 as a development contribution in respect of each lot, prior to the Responsible Authority being required to issue a Statement of Compliance in respect of any plan of subdivision containing that lot;
- (b) the amount of the development contribution set out in clause 4.1(a) above:
- (i) is exclusive of any Goods and Services Tax (GST) payable on the amount, for which the Owner will be liable if such GST is payable; and
 - (ii) will be adjusted annually (on 1 October each year) until the total amount has been paid in accordance with movements in the CPI, in respect of the relevant stage of subdivision of the Subject Land.

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- 4.2 that the Owner must not at any time keep or permit to be kept or permit to remain upon the Subject Land any cat.
- 4.3 that the Owner must not create any permanent vehicular access from Pindara Boulevard to Turner Road and / or Valentine Road but the Owner shall have the right to create emergency vehicular ingress and egress to Valentine Road from the Subject Land to the satisfaction of the Responsible Authority.
- 4.4 the Owner agrees and acknowledges that:
- (a) the Owner must ensure all reasonable fire management measures are undertaken inside the Buildable Area to the satisfaction of the Responsible Authority;
 - (b) on lots 526 to 528 (inclusive, being lots formerly referred to as lots 314 to 316), the Owner must install and maintain, at all times (and in particular during the Fire Danger Period), a Building Protection Zone of 20 metres and a Fuel Modified Buffer Zone of 40 metres in accordance with the Tables.
- 4.5 The Owner must ensure that all Buildings are constructed within the Buildable Area and must ensure that fire risk is managed inside each Buildable Area to the satisfaction of the Responsible Authority.

5. REGISTRATION OF AGREEMENT

- 5.1 The Owner shall do all things necessary (including signing any further agreement acknowledgment or document and obtaining the consent of any mortgagee or caveator) to enable the Responsible Authority to apply to the Registrar of Titles to have this Agreement entered on the relevant Certificate or Certificates of Title to the Subject Land in accordance with Section 181 of the Act.
- 5.2 After execution of this Agreement and prior to its registration at the Land Registry, the Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing the existence and nature of this Agreement.
- 5.3 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:-
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (b) execute a deed agreeing to be bound by the terms of this Agreement.



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5A. OWNER'S WARRANTY

Without limiting the operation and effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable in the Subject Land which may be affected by this Agreement.

6. DISPUTES

- 6.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, the dispute shall be referred to the Victorian Civil and Administrative Tribunal ("Tribunal") for resolution to the extent permitted by the Victorian Civil and Administrative Tribunal Act 1998. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Victorian Civil and Administrative Act 1998, the matter shall be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of agreement, by the Chairman of The Institute of Arbitrators and Mediators Australia or his nominee.
- 6.2 Where any provision is made in this Agreement that any matter is to be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, the dispute shall be referred to the Tribunal in accordance with Section 149(1)(b) of the Victorian Civil and Administrative Act 1998.
- 6.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 6.1 and 6.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

7. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

8. SERVICE

- 8.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
- (a) by delivering it personally to that party;
 - (b) by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
 - (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

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8.2 A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of two business days after the date of posting; or
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

9. COSTS

9.1 The Owner shall immediately pay the reasonable costs and expenses of the Responsible Authority (including legal expenses) of and incidental to:

- (a) the negotiation, finalisation, execution and registration of this Agreement; and
- (b) any notice requested by the Owner pursuant to clause 3.3 of this Agreement.

9.2 The Owner must pay any stamp duty assessed on this Agreement.

10. NO WAIVER

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner shall not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

11. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The Owner agrees this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

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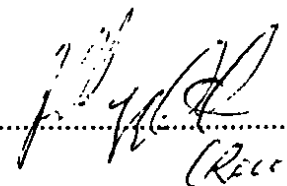
173



DAC084783B-10-1

Executed by Australand Holdings Limited)
by being signed by its Attorney **PETER JOHN HOWREN**)
under Power of Attorney dated 11 May 1998)
in the presence of:)



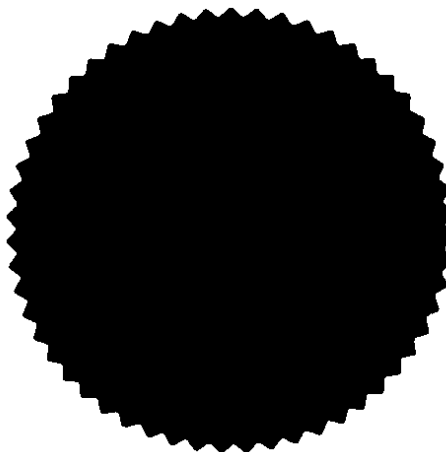
 16/05/23
(Rec'd 16/05/23)

THE COMMON SEAL of FRANKSTON)
CITY COUNCIL was affixed in the presence)
of:)

Councillor



Chief Executive Officer



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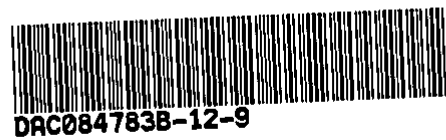
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ANNEXURE "A"

PLANNING PERMIT NUMBER 00422



DAC084783B-12-9



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22/05/2003

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173

08-MAY-2003 11:56 FROM AUSTRALAND

TO 351363000



Reference: 65759
Enquiries: Angela Cecil, 9784 1909

26 March 2003

Australand Holdings Ltd
c/- Coomes Consulting Group Pty Ltd
P O Box 305
SOUTH MELBOURNE VIC 3205

Attention: Mark Brennan

Coomes	08 APR 2003
FILE NO:	
ATTACHMENT: Yes / No	
ORIGINAL TO:	
COPY TO:	

Dear Mark,

Re: **Amending Permit and Extension of Time**
Planning Permit No. : 00422
Location: 360 McClelland Drive, Langwarrin
Proposal: 204 Lot Subdivision

I refer to your recent requests to amend Planning Permit No 00422 pursuant to Section 72 of the Planning and Environment Act 1987 (as amended) to increase the number of lots in the subdivision from 202 to 204 and also to extend the permit.

I advise that the amendment proposed has been considered and approved under Section 73 of the Planning and Environment Act 1987 (as amended). In addition the permit has been amended to reflect the change in road names, lot numbers and development contributions.

The extension of time has also been approved for a further five years and the permit will now expire on 17 January 2008.

Enclosed is your copy of the amended permit.

Yours sincerely

Angela Cecil
CO-ORDINATOR TOWN PLANNING SERVICES

Enc



08-MAY-2003 11:57 FROM AUSTRALAND

TU 96136500

P.03/21

PAGE 1 OF

PLANNING

Permit No.

00422 (Amended)

PERMIT

Property No.

20/1/65759-02

Planning Scheme

FRANKSTON

Responsible Authority FRANKSTON CITY COUNCIL

ADDRESS OF THE LAND:

360 McClelland Drive, Langwarrin



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**THE PERMIT ALLOWS:**

204 Lot Subdivision in stages and Removal of Native Vegetation (identified as Stage 4 in the subdivision Master Plan) in accordance with the endorsed plan/s

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the plan of subdivision can be certified, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:-
 - a) a landscape plan (including a vegetation retention plan showing vegetation to be removed and retained), to provide for a buffer corridor on the northern boundary of each lot abutting Lot 1 PS412711T to be restored with indigenous species to create a natural habitat link to Boggie Creek;
 - b) a vegetation retention plan showing vegetation to be removed and retained for the remainder of the site;
 - c) a streetscape plan;
 - d) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements;
 - e) On the lots adjacent to the east side of the western drainage/habitat link, building envelopes must be set back 10 metres from the reserve of the drainage/habitat link and located to minimise the removal of trees identified by a tree site survey;
 - f) A restriction must be placed on the titles of the lots adjacent to the east side of the western drainage/habitat link to provide for management of fire risk inside the building envelopes.
2. Prior to the certified plan being lodged with the Titles Office a copy of the certified plan shall be submitted to the Responsible Authority for approval and adoption as the final endorsed plan to this permit. Such plan shall supersede all previous endorsed plans for this permit.
3. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
4. The subdivision must proceed in the order of stages as shown on the endorsed plans unless otherwise agreed by the Responsible Authority.
5. Stormwater infrastructure must be provided to ensure that stormwater runoff is appropriately treated.
6. Sewerage infrastructure must be provided to ensure polluted effluent does not enter Boggie Creek.

Date Issued: 17 January 2001

Signature for the
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

7. The land must be excised from Work Authority 331 in accordance with the provisions of the Extractive Industries Development Act 1995 and a total 200 metre landscape buffer must be provided in accordance with the EPA report 'Recommended Buffer Distances for Industrial Residual Air Emissions' A.Q. 2/86. A minimum of 100 metres of this landscape buffer must be provided along the southern boundary of the remaining Work authority 331 area.
8. No water shall be discharged from the site other than by means of an underground pipe drain discharged to an approved outlet in a street or to an underground pipe drain.
9. Before any works associated with the subdivision start, detailed construction plans must be prepared to the satisfaction of the Responsible Authority. All works constructed or carried out must be in accordance with those plans.
10. Prior to the issue of a Statement of Compliance, roadworks, drainage and associated works must be provided and constructed at the expense of the Developer in accordance with plans and specifications approved by Council and to the satisfaction of the Responsible Authority and must include details of:-

Any proposed filling of the site for any purpose
 Drainage to Melbourne Water's Scheme discharge point
 Amenity Control during Construction
 Road Pavement Design/Make-up
 Drainage System Design/Layout
 Traffic management/Signage/Linemarking
 Footpaths
 Cycle/Pedestrian Paths/Signing
 Kerb and Channel
 Road widening on existing access roads, acceleration and deceleration lanes
 Tree Planting: Tree Reserves
 Fencing on Tree Reserves
 Fencing of Council's Reserves
 Permanent Survey marks/Numbered/Levelled
 Service Conduit Plan
 Metcon marking/Signing
 Street Signs
 Vehicle Crossings
 Filling of land/Placement/Material
 Street Lighting



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11. Proposed traffic control treatments at intersections as shown on proposed subdivision plan PS 438999V Ref 3449/PPS Version 4 to be designed and constructed to the satisfaction of the Responsible Authority (Infrastructure Manager).
12. A speed control device on the section of Pindara Boulevard (formerly Sandstone Drive) in the vicinity of the Melbourne Water reserve must be provided to the satisfaction of the Responsible Authority (Infrastructure Manager).
13. Road widths and pedestrian / bicycle path network are to be a minimum width of 2.5 metres and located within road reserves to the satisfaction of the Responsible Authority (Infrastructure Manager).
14. Shared pedestrian and bicycle paths are to be a minimum width of 2.5 metres and located within road reserves to the satisfaction of the responsible authority Infrastructure Manager).

Date Issued: 17 January 2001

Signature for the
Responsible Authority

N. J. Pear
 NICK CHARALAMBAXIS
 DEVELOPMENT MANAGER



DAC084783B-16-3

PAGE 3 OF

15. All court ends shall be capable of accommodating service vehicle movements to the satisfaction of the Responsible Authority (Infrastructure Manager).

16. Where the development involves work on or access to Council controlled land including roads reserves and rights of way, the owner, operator and their agents under this permit shall at all time take adequate precautions to maintain works to the highest public safety standards.

Precautions are to include:

- appropriate signage to AS 1743 road works signing code of practice,
- the provision of adequate barricading of works, including trenches of Service Authorities and any other road openings sufficient to ensure public safety.

All relevant permits are to be obtained from Council for works within the existing road reserves in addition to the planning permit.

17. Prior to commencement of any works on the site an earthworks plan is to be submitted to and approved by the Responsible Authority (Infrastructure Manager).

18. No filling of the site is to occur without the consent of the Responsible Authority (Infrastructure Manager).

19. Vehicle crossings are to be fully constructed to the satisfaction of the Responsible Authority (Infrastructure Manager) and at locations satisfactory to the Responsible Authority (Infrastructure Manager).

20. Internal access to allotments is to be constructed including tree planting to the satisfaction of the Responsible Authority (Infrastructure Manager).

21. The applicant must provide all works including vehicle and pedestrian access, boundary fences and street trees to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance.

22. The operator under this permit shall ensure that, during the construction period and afterwards till the land is occupied, adequate precautions are taken to prevent emission of dust, whether from operation of construction equipment or from exposure of soil to winds. Adequate precautions may include the provision of a watering system and sowing of grasses.

23. The applicant or owner must pay to the Council a sum equivalent to five per cent of the site value of all land in the subdivision, or set aside an area of public open space equivalent to five percent of the land in the subdivision. If a payment is made, it must be made before a statement of compliance is issued and may be varied under Section 19 of the Subdivision Act 1988.

24. Prior to the issue of a Statement of Compliance the owner of the site must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide the following:-

- prior to the issue of a Statement of Compliance under Section 21 Subdivision Act 1988 : development contribution of \$875.00 per lot multiplied by net additional 203 lots, as reviewed annually on 1 October, must be paid to the Responsible Authority in satisfaction of the entitlements of the Responsible Authority to development contributions in respect of the subdivision, for the widening and/or timely construction of government roads and/or fencing of public open space reserves and/or purchase of sites for pre-schools, infant welfare. Total 203 lots x \$875.00 = \$177,625.00;

Date Issued: 17 January 2001

AC084783B

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Signature for the
Responsible Authority

N. Charalambakis
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

- b) residents of dwellings in the subdivision shall not keep cats on any part of their property.
 - c) on lots adjacent to the east side of the western drainage/habitat link, building envelopes must be set back 10 metres from the reserve of the drainage/habitat link and located to minimise the removal of trees identified by a tree site survey.
 - d) fire risk must be managed inside the building envelopes;
 - e) permanent road access is not to be created from Turner Road or Valentine Road. Emergency access only may be created to Valentine Road;
 - f) this permit shall not be acted upon until such time as permit no. 00420 has been acted upon and Stages 1, 2 and 3 of the subdivision have been constructed;
 - g) the applicant to cover all costs relating to the preparation and registration of the Agreement (including costs incurred by the Responsible Authority).
25. Prior to the commencement of any works on the site, a site management plan to control run-off and sediment escape shall be submitted to and approved by the Responsible Authority (Environmental Planner).
26. In the construction phase of the development no burning permit will be issued for the developers so that all material shall be slashed, mulched or removed from the site, and all weeds to be removed, to the satisfaction of the Responsible Authority.
27. A 1.8 metre high feral animal proof fence dug 30 cm into the ground must be constructed along the southern boundary of the site where it abuts Studio Park and McClelland Gallery as early as practicable during construction of the subdivision.
28. All existing vegetation shown on the endorsed plans must be suitably marked before any development starts on the site and that vegetation must not be removed, destroyed or lopped without the written consent of the Responsible Authority.
29. All reserves must be constructed to an appropriate standard to the satisfaction of the Responsible Authority (Infrastructure Manager).
30. All disturbed surfaces on the land resulting from the development and/or buildings and works authorised or required by the permit shall be revegetated and stabilised to the satisfaction of the Responsible Authority so as to prevent any erosion or siltation either on or adjacent to the land.
31. Along the drainage and habitat link on the site's western drainage line, indigenous habitat must be restored, and traffic management measures must be implemented to achieve low volume and low speed for any road crossing the western drainage line.
32. No permanent road access is to be created from Pindara Estate (*formerly Castlebrooke Estate*) to Turner Road or Valentine Road. Provision may be made for emergency vehicle access to Valentine Road only.
33. Prior to the issue of a Statement of Compliance, either:
- A certificate of environmental audit must be issued for the land in accordance with Section 57AA of the Environment Protection Act 1970, or
 - An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Section 57AA(5)(b) of that Act that the environmental conditions of the land are suitable for the sensitive use.



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34. UNITED ENERGY REQUIREMENTS

The applicant may be required to:-

Date Issued: 17 January 2001

Signature for the
Responsible Authority

Nick Charalambakis
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER



- a) Enter into an agreement with United Energy for an underground supply of electricity to each lot shown on the endorsed plan.
- b) Enter into an agreement with United Energy for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by United Energy.
- c) Provide easements satisfactory to United Energy for Electricity (Power Line) as defined in Column 2 in the 7th Schedule of the "SEC Act 1958" in favour of United Energy, where easements have not been otherwise provided, for all existing United Energy electric powerlines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
- d) Obtain for the use of United Energy other easements required to service the lots.
- e) Provide suitable sites for electric substations by setting aside reserves for the use of United Energy.
- f) Execute lease documents for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years for any electrical substations and for associated powerlines and carriageway as required. United Energy requires that such leases are to be noted on the title by way of a caveat prior to the registration of the plan of subdivision.

35. MELBOURNE WATER REQUIREMENTS

- a) Prior to the issue of a Statement of Compliance, the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- b) No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- c) Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

36. SOUTH EAST WATER REQUIREMENTS

- a) The owner of the subject land must enter into an agreement with South East Water Limited for the provision of water supply and fulfil all requirements to its satisfaction.
- b) The owner of the subject land must enter into an agreement with South East Water Limited for the provision of sewerage and fulfil all requirement to its satisfaction.

37. TELSTRA REQUIREMENTS

- a) Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for the provision of Telecommunications services to each lot created in the subdivision.
- b) Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to a Statement of Compliance being issued.

38. CFA REQUIREMENTS

Access

- There must be no obstructions within one metre of the edge of the formed width of road at any time and there must be four metres height clearance above all roads.



- Roads and parking to comply with the Victorian Code for Residential Development sections E4, E6 and E9.



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Water Supply

- Three copies of water reticulation drawings to be provided to the CFA for approval.
- There must be a hydrant within 120 metres from the outer edge of the building envelope OR within 90 metres from the property boundary.
- Fire hydrants must be clearly identified in accordance with the Fire Service Guideline - Identification of Street Hydrants for Fire Fighting Purposes.

Section 173 Agreement

- Prior to the issue of a Statement of Compliance, the applicant must enter into an agreement under Section 173 of the Act with the responsible authority to provide the following: Lot nos. 433, 432, 431, 443, 442, 441, 528, 527, 526, 631, 630, 629, 628, 627, 626, 625 (formerly lots 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323) are to have a Building Protection Zone of 20 metres and a Fuel Modified Buffer Zone of 40 metres maintained in accordance with the tables 'Vegetation requirements in the Building Protection Zone' and 'Vegetation requirements in the Fuel Modified Buffer Zone' listed in CFA's letter to Frankston City Council of 18 December 2000. These zones are to be maintained during the Fire Danger Period. The installation of these zones will provide protection to the dwellings on these blocks in the event of wildfire. The Section 173 Agreement shall be registered in accordance with the provisions of Section 181 of the Planning and Environment Act 1987. Cost of preparation and registration of the agreement to be borne by the operator of the permit.

39. VIC ROADS REQUIREMENTS

- All Vehicular access to Lot 1 shall be via the subdivisional roadway (Pindara Boulevard (formerly Castlebrooke Way)). That is, direct vehicular access from Lot 1 to Cranbourne Frankston Road will not be permitted.
- A signalised intersection shall be constructed at the intersection of the proposed subdivisional access road Pindara Boulevard (formerly Castlebrooke Way) with Cranbourne-Frankston Road and Union Road generally in accordance with Drawing Number 2919-11CP1 Issue A but shall incorporate the following features.
 - The left turn lane from Cranbourne-Frankston Road into Union Road shall consist of a 50 metre long lane plus a 30 metre long taper.
 - The existing left turn lane/bus stop on the Frankston bound carriageway south west of the intersection shall be replaced with a 3.0 metre wide left turn lane/bus stop 30 metres long with a 30 metre long taper.
 - The entrance to the hotel shall incorporate a taper 3.0 metres wide at the tangent.
 - The median in Cranbourne-Frankston Road on the south-west side of the intersection shall be extended a minimum of 15 metres to prevent right turn movements into and out of the hotel entrance.
- Traffic signals to the satisfaction of Vic Roads and the Responsible Authority, shall be installed at the above intersection. Vic Roads will arrange for the installation of the traffic signals at the appropriate time.
- Detailed engineering plans of the proposed road networks and signalised intersection layout shall be submitted to Vic Roads and the Responsible Authority for approval before commencement of works.

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- e) The depth and composition of new pavement shall be to the satisfaction of Vic Roads and the Responsible Authority.
- f) The standard of all materials and work shall be to the satisfaction of Vic Roads and the Responsible Authority.
- g) The applicant shall pay the full costs of all roadworks, drainage works, signal installation work, pavement markings, public lighting alterations, service relocations, signage and all other costs associated with these works i.e. all works shall be undertaken at no cost to Vic Roads or the Responsible Authority.
- h) Prior to gaining approval from Vic Roads to undertake works on Cranbourne-Frankston Road, the developer shall:

- (i) provide a payment to Vic Roads of the estimated cost for installation of the traffic signals.
- (ii) Provide payment to Vic Roads of \$550 or 1% of the estimated cost of roadworks, whichever is greater, to cover the cost of surveillance.
- (iii) Provide a bank guarantee, without a termination date, to Vic Roads for the estimated cost of the works (excluding traffic signals).
- (iv) Provide evidence that the Contractor has a public liability insurance policy for at least \$10 million that will be effective for the duration of the works.
- (v) Provide Vic Roads with the name, address, business and out-of-hour telephone numbers of the principal roadworks contractor.
- (vi) Arrange for the contractor to contact the Vic Road Surveillance Co-ordinator or telephone number 9881 8077, to organise a meeting on site to discuss traffic management measures (usually 7 days notice required).

- i) During construction, worksite signing for traffic management shall be provided to conform with the intent and standards included in Vic Roads' publication "worksite Traffic management, (Roadworks Signing Code of Practice)," incorporating AS 1742.3-1996.

40. This permit will expire if one of the following circumstances applies:-

- ❖ The subdivision is not certified within two (2) years of the date of this permit
- ❖ The subdivision is not completed within five (5) years of the date of certification.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.



NOTES

A \$130.00 non-refundable Asset Protection Permit is required from Council's Infrastructure Department prior to the commencement of works.

Fences shall be in sound condition to the satisfaction of the Responsible Authority.

The holder of this permit shall include in any Contract of Sale advice that all buildings, works and landscaping are required to be completed in accordance with this permit.

Any request for time extension or variation amendment of this Permit or any condition shall be lodged with an administration fee of not less than \$90.00 per request.

If further information is required in relation to Melbourne Water's permit conditions please contact Alanna Murphy on telephone 9235 2131, quoting Melbourne Water's reference 66020.

Date Issued: 17 January 2001

Signature for the
Responsible Authority

N. Charalambakis
NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

PAGE 8 OF 8

The 'Best Practice Environmental Management Guidelines for Urban Stormwater' (The Stormwater Committee, 1999) may be used as a guide when developing site controls to minimise sediment laden runoff and stormwater pollution during construction. Section 6.3 'Construction Activity' of these guidelines provides a useful checklist to develop a site management plan.

This permit was amended under Section 73 of the Planning and Environment Act, 1987 on 31 January, 2001 by amending the wording of Conditions 23, 27 and 39(h)(i).

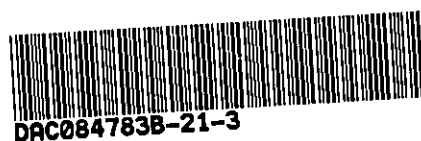
This permit was further amended on 16 February 2001 under Section 73 of the Planning and Environment Act 1987 by:

- a) Inserting the words "in stages" in the preamble to the permit;
- b) Amending the wording of condition 1(a);
- c) Inserting a new condition 1(b) and renumbering condition 1(a) – 1(f) accordingly;
- d) Amending condition 24 to read "201 lots" instead of 197 lots and altering the monetary amount accordingly;

This permit was again amended on 17 March 2003 under Section 73 of the Planning and Environment Act 1987 by:

- a) Amending the preamble to the permit and condition 24 to read "204 lots" instead of 201 lots and altering the monetary amount accordingly;
- b) Updating road names in conditions 12, 32 and 39(a).
- c) Updating lot numbers in condition 38 under the Section 173 Agreement provisions.

APPLICANT: P Sager C/- Peter Herbert



Date Issued: 17 January 2001

Signature for the
Responsible Authority

NICK CHARALAMBAKIS
DEVELOPMENT MANAGER

08-MAY-2003 12:02 FROM HUSKELAND

TO 00100000



Reference: 65759/12-4-369
Enquiries: Nat Modica, 9784 1909

31 December 2002

Australand Holdings Ltd
C/- Coomes Consulting Group Pty Ltd
24 Albert Road
South Melbourne VIC 3205

Attention: Mark Shurey

Dear Mark,

Re: Amending Plans – Overall Site Layout
Planning Permit No. : 00420, 00421 and 00422
Location: 360 McClelland Drive, Langwarrin
Proposal: Subdivision and Vegetation Removal

Coomes	08 APR 2003
FILE NO:	
ATTACHMENT: Yes / No	
ORIGINAL TO:	
COPY TO:	

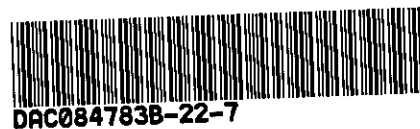
I refer to the plan reference no. 140010P026, dated 13 September 2002 submitted for endorsement under the above permit.

I advise that the plan is considered to be satisfactory and has been approved to form part of Planning Permit Nos. 00420, 00421 and 00422.

Enclosed is your copy of the endorsed plan.

Yours sincerely

Angela Cecil
CO-ORDINATOR TOWN PLANNING SERVICES



Enc





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Is _____
And I want _____
or _____

Coomes

Executive Group Fillet
P.Like And Lady Makers - The Ladies
of a waiting staff for the
at 900-7000

ANNEXURE "B"
ENDORSED PLAN



DAC084783B-24-4



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DRAWING KEY



BUILDABLE AREA
In accordance with Res Code.

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ו

25m wide zone in accordance with CFA requirements to be maintained by property owner under Section 173 agreement.

FMBZ

4km wide zone in Stages 6 & 11 in accordance with CPA requirements to be maintained by property owner under Section 113 agreement. (referred to as Past Modified Conservation Zone in Stage 11 & 6 vegetation report)

FM CZ

regardments to be maintained by property owner under Section 173 agreement. This zone will contribute to habitat link to Boggy Creek.

RCZ

REGEN/REVEG CONSERVATION ZONE
60m wide regenerated or revegetated zone to provide habitat link to Boggy Creek.

PALING FENCE

La section high exposed post and capped timber utility fence. Fence to start 5m from frontage and continue to 10m building setback line. The fence is to then drop down to 1.2m high and continue for width of PPZ and terminate at start of FMDZ or PHCZ.

POST AND WIRE FENCE

Let traffic begin just and when fence is around to allow passage of wildlife.

IN FINAL FENCE (AT DISCRETION OF PURCHASER)

is separate the southern wooded part of each property from the northern conservation zone. Fence to be 1.5m high dog-proof flyback or paling fence with access gate.

HABITAT LINK

These areas are to be maintained as a habitat link/corridor to Biggy Creek



DAC084783B-25-8

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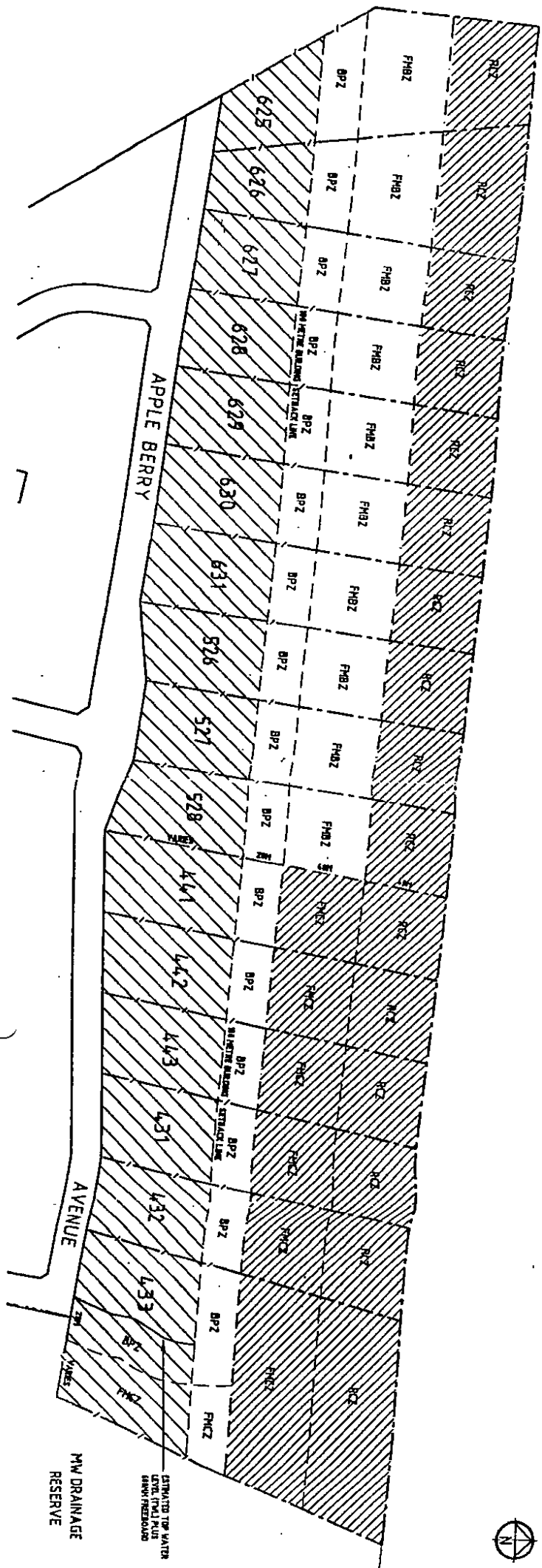
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Not File

PLAN OF SUBDIVISION		Stage No. 11	LR use only EDITION	Plan Number PS 438999V
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Location of Land Parish: LANGWARRIN Township: - Section: - Crown Allotment: 2, 3(PT), 3B, 21(PT), 23(PT), 29, 29A & 29B Crown Portion: - Title References C/T VOL FOL Last Plan Reference: Lot 11 on PS 438999V Postal Address: 360 McClelland Drive (At time of subdivision) LANGWARRIN 3910 AMG Co-ordinates: E 341 000 Zone 55 (Of approx. centre of plan) N 5 776 600	Council Certification and Endorsement Council Name: FRANKSTON CITY COUNCIL Ref. - This Plan is certified under Section 6 of the Subdivision Act 1988. - This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 / / - This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /
--	--

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-8 RESERVE No. 10	FRANKSTON CITY COUNCIL UNITED ENERGY LIMITED (ACN 70 064 651 029)

Depth Limitations: 15 metres below the surface for CA's 3B & 29B and 15.24 metres below the surface for the remaining land in the plan.	Notations Staging: This is a staged subdivision Planning permit No. 0422 Amended Lots 1-519 both inclusive have been omitted from this plan. Survey: This plan is based on survey (To be completed where applicable) This survey has been connected to permanent mark no(s). 137, SR75/G25 & SR75/G26 in Proclaimed Survey Area no. 52
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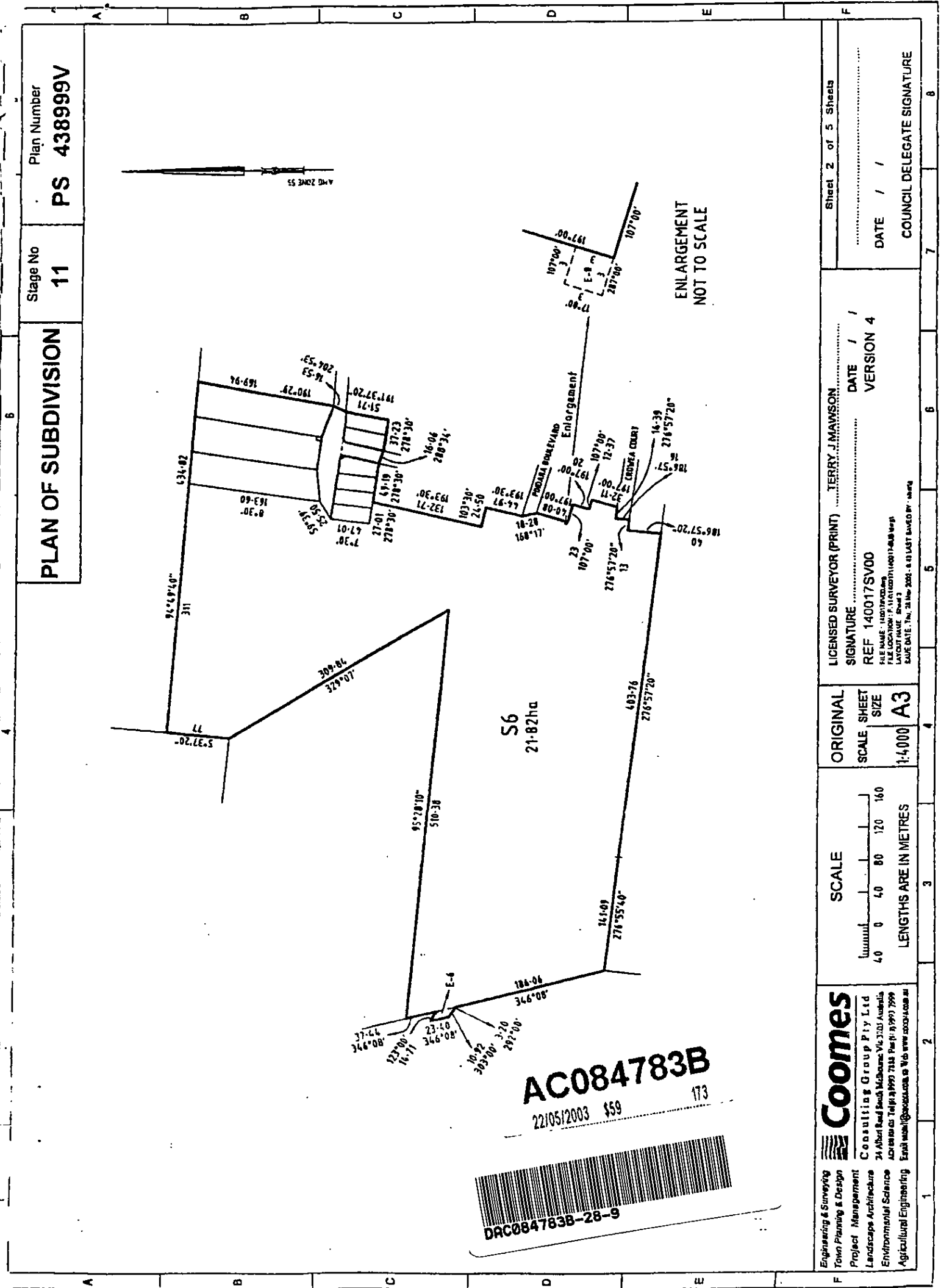
Easement Information					LR use only Statement of compliance/ Exemption Statement Received ☐ Date: / /
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
E-6	Drainage & Carriageway	See Diag.	Vol 10808 Fol 810	Melbourne Water Corporation	
E-7	Drainage & Sewerage	2	This Plan	Land in this Plan	
E-7	Sewerage	2	This Plan	South East Water Limited	
E-7	Drainage	2	This Plan	Frankston City Council	
E-8	Drainage & Sewerage	3	This Plan	Land in this Plan	
E-8	Sewerage	3	This Plan	South East Water Limited	
E-8	Drainage	3	This Plan	Frankston City Council	

 DAC084783B-27-5	LR use only PLAN REGISTERED TIME Date: / / Assistant Registrar of Titles.
--	---

PINDARA ESTATE - STAGE 11 (9 LOTS)		AREA OF STAGE - 2.848ha	Sheet 1 of 5 Sheets
---	--	--------------------------------	---------------------

Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science	 Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia Adv 629 621 Tel (61) 3 9993 7828 Fax (61) 3 9993 7999	LICENSED SURVEYOR (PRINT) TERRY J MAWSON SIGNATURE DATE / / REF: 140017SV00 VERSION 4 FILE NAME: 140017SV00.dwg FILE LOCATION: P:\1401\140017\140017-308.dwg LWC - Name: Sheet 1
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DATE / / COUNCIL DELEGATE SIGNATURE	DATE / / COUNCIL DELEGATE SIGNATURE
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DAC084783B-29-2

PLAN OF SUBDIVISION

Stage No
11

Plan Number
PS 438999V

S6

526
6292m²

527
6422m²

528
6635m²

RESERVE N°10
(ELECTRICAL
SUBSTATION
PURPOSES)
26m²

APPLE BERRY

AVENUE

SUNDEW DRIVE

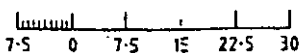
AC084783B

22/05/2003 \$59 173



Sheet 3 of 5 Sheets

SCALE



ORIGINAL

SCALE SHEET
SIZE

LICENSED SURVEYOR TERRY J MAWSON

SIGNATURE DATE / /

REF: 140017SV00 VERSION 4

FILE NAME: 140017SV00.dwg

DATE / /
COUNCIL DELEGATE
SIGNATURE

1	2	3	4	5	6
PLAN OF SUBDIVISION				Stage No 11	Plan Number PS 438999V

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

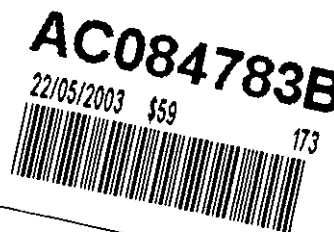
Land to be Benefited: Lots 520 to 528 and Roads R-8 on the Plan of Subdivision

Land to be Burdened: Lots 520 to 528 on the Plan of Subdivision

Description of Restriction

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not

- (a) build or allow to be built more than one dwelling house together with the usual out buildings;
 - (b) build or allow to be built a dwelling house;
 - (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer,
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material,
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;
 - (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:-
 - (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and
 - (ii) which is capable of housing at least two motor vehicles;
 - (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage, verandah, carport or other outbuilding) of less than 186 square metres;
 - (e) build or allow to be built any building:
 - (i) as to Lots 526 to 528 (all inclusive) within 5 metres of any part of the southern boundary being the front boundary of the lot and within 100 metres of any part of the northern boundary of the lot;
 - (ii) as to any other lot within 5 metres of any part of the front boundary;
 - (iii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;
- For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;
- (f) Not Applicable.
 - (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;

**DAC084783B-30-8**

Sheet 4 of 5 Sheets

PLAN OF SUBDIVISION

Stage No
11

Plan Number
PS 438999V

CREATION OF RESTRICTION



DC084783B-31-1

(h) erect or cause or permit to be erected or remain erected:-

- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres;
- (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence;
- (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent;
- (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed;
- (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:-
 - (aa) that is of the same design and construction as the front fence along the whole of the side boundary or
 - (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary;

Notwithstanding the above in the case of Lots 526 to 528 (both inclusive) any fence:

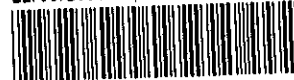
- (xx) along the northern boundary of the lot except either a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level or a fence of timber palings with firstly a timber cap, and secondly with timber posts exposed on both sides of the fence and of a height of not more than 1.8 metres but subject to any law or regulation or right of any adjoining land owner; and
- (yy) on the eastern and western boundaries of the lot except a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level along that part of the said eastern or western boundary of the lot (as the case requires) from the point where that boundary meets the northern boundary of the lot to the point which is 100 metres from the northern boundary and which is of the same design and construction as specified in (h)(i) and (ii) above and which complies with (h)(iv) along the remainder of the said boundary but subject to any law or regulation

For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;

- (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot;
- (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot;
- (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and
- (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.

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Sheet 5 of 5 Sheets

ANNEXURE "D"

COUNTRY FIRE AUTHORITY'S LETTER OF 18 DECEMBER 2000

AC084783B

22/05/2003 \$59

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DRC084783B-32-5



18 December, 2000

Bruce Melen
Frankston City Council
DX 19913
FRANKSTON

Dear Sir/Madam

CFA Ref.: 8000-410815-411653
Council Ref.: 20-0001-65759/BM
Address: 360 McClelland Drive Langwarrin
Application No.: 00422
Applicant: Villa World
Purpose: Subdivision



DAC084783B-33-9

CFA, acting as a Referral Authority pursuant to Section 55 of the Planning and Environment Act does not object to the issue of a permit to Villa World for the subdivision at 360 McClelland Drive, Langwarrin subject to the following conditions being attached to any permit which may be issued:

1. Access

- 1.2 There must be no obstructions within one metre of the edge of the formed width of roads at any time, and there must be four metres height clearance above all roads.
- 1.3 Roads and parking to comply with the Victorian Code of Residential Development sections E4, E6 and E9.

2. Water Supply

- 2.1 Three copies of water reticulation drawings be provided to the CFA for approval.
- 2.2 There must be a hydrant within 120 metres from the outer edge of the building envelop OR within 90 metres from the property boundary.
- 2.3 Fire hydrants must be clearly identified in accordance with the Fire Service Guideline - Identification of Street Hydrants for Firefighting Purposes.

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"Creating a Safer Community"

Country Fire Authority - Westernport Area,
120-122 Princes Highway, Dandenong, Victoria 3175. Telephone (03) 9793 4088 Fax (03) 9793 1623
DX 211563 E-mail: admin.r08@cfa.vic.gov.au
ABN 39 255 319 010

3. Section 173 Agreement



DAC084783B-34-2

Prior to the issue of a Statement of Compliance, the applicant must enter into an agreement under section 173 of the Act with the responsible authority to provide the following:

1. Lots 308, 309, 310, 311; 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323 are to have a Building Protection Zone of 20 metres and a Fuel Modified Buffer Zone of 40 metres maintained in accordance with the following tables. These Zones are to be maintained during the Fire Danger Period. The installation of these zones will provide protection to the dwellings on these blocks in the event of a wildfire.

Vegetation requirements in the Building Protection Zone

Grass and leaf litter	- Grass shall be maintained at no more than 10cm in height - Leaf litter shall average less than 1 cm deep
Under-story and shrub	- There shall be no elevated fuel on at least 50% of the BPZ. On the remaining 50% the elevated fuel should be at most sparse with very little dead material. - Dry native shrubs should be isolated in small clumps more than 10 m away from the dwelling. - Clumps or hedges of shrubs with low flammability and/or high moisture content should be retained to act as a barrier to embers and radiant heat.
Bark	- No trees with any loose, fibrous or ribbony bark. - No trees should overhang the roofline of the dwelling.
Non - flammable features	- Non-flammable features such as tennis courts, swimming pools, dams, patios, driveways or paths should be incorporated into the BPZ, especially on the north and western sides. - Features such as wood heaps, haystacks etc, which add a significant fuel load, should not be present in the Building Protection Zone during the Fire Danger Period.

Vegetation requirements in the Fuel Modified Buffer Zone

Grass and leaf litter	- Grass shall be maintained at no more than 10cm in height - The depth of the litter bed shall average no more than 2 cm.
Under-story and shrub	- Elevated fuel shall be sparse over at least 50% of the FMBZ and should contain very little dead material. - Clumps of dry native shrubs shall be isolated from one another by at least 10m. - Clumps or hedges of shrubs with low flammability and/or high moisture content shall be retained to act as a barrier to embers and radiant heat.
Bark	There should be minimal loosely held bark on dense stands of stringy bark eucalypts.
Non - Flammable features	Non-flammable features such as tennis courts, swimming pools, dams, patios, driveways or paths can be incorporated into the FMBZ, especially on the north and western sides.

AC084783B

22/05/2003 \$59

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.3

The Section 173 agreement shall be registered in accordance with the provisions of Section 181 of the Planning and Environment Act 1987. Cost of preparation and registration of the agreement to be borne by the operator of the permit.

If you wish to discuss this matter, please contact Mark Potter.

Yours faithfully



Mark Potter
Statutory Compliance Officer
Westernport Area

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DAC084783B-35-6

Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	60
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PLAN OF SUBDIVISION		STAGE No.	LTO USE ONLY EDITION 15	PLAN NUMBER PS 438999V
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LOCATION OF LAND PARISH: LANGWARRIN TOWNSHIP: _____ SECTION: B CROWN ALLOTMENTS: 2, 3 (PT), 21 (PT), 23 (PT), 29 & 29A & 3B & 29B. CROWN PORTION: _____ LTO BASE RECORD: DCMB TITLE REFERENCES: VOL 8998 FOL 350 VOL 8998 FOL 351 VOL 10427 FOL 411 VOL 10608 FOL 615 VOL 10608 FOL 616 LAST PLAN REFERENCE/S: PS 412711T (LOT 2) POSTAL ADDRESS: 360 McCLELLAND DRIVE (At time of subdivision) LANGWARRIN. 3910 AMG Co-ordinates E 341.000 (of approx centre of land in plan) N 5.776.400 ZONE: 55	COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: FRANKSTON CITY REF: 00451 ~~1. This plan is certified under Section 6 of the Subdivision Act 1988.~~ 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 11(7) 19 / 1 / 2001 ~~3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~ OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. ~~iii) The requirement is to be satisfied in Stage.....~~ Council Delegate ~~Council Seal~~ Date 22 / Nov / 2001 Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /
---	---

VESTING OF ROADS AND/OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON
ROADS R1 & R3-R12(BI)	FRANKSTON CITY COUNCIL
ROAD R2	ROADS CORPORATION
RESERVE No's 1, 8, 9, 11, 12, 13, 14 & 18	FRANKSTON CITY COUNCIL
RESERVE No's 2, 3, 4, 6, 7, 15 & 17	MELBOURNE WATER CORPORATION
RESERVE No's 5, 10 & 16	UNITED ENERGY LIMITED

NOTATIONS	
STAGING: This is a staged subdivision. Planning Permit No. 00420	
DEPTH LIMITATION: 15.24 METRES BELOW THE SURFACE 15 metres " " " for C.A's 3B & 29B SEC.B.	
FOR KEY SHEET INFORMATION SEE SHEETS 3-6(BI)	
OTHER PURPOSE OF THIS PLAN: TO REMOVE THAT PART OF EASEMENT E-7 (DRAINAGE & SEWERAGE) CROSSING PINDARA BOULEVARD AND ALONG THE EASTERN BOUNDARY OF LOT 801 CREATED IN LOT S8 (STAGE 11) OF THIS PLAN.	
GROUNDS FOR REMOVAL: FRANKSTON CITY COUNCIL PLANNING PERMIT No. 050017	
SURVEY: THIS PLAN IS BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 137, SR 75/G25 & SR 75/G26 IN PROCLAIMED SURVEY AREA No. 52	

EASEMENT INFORMATION					LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ DATE 22 / 1 / 02
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
SEE	SHEET 2 & 60	FOR	FURTHER	EASEMENT INFORMATION	

PETER HERBERT & ASSOC. (VIC.) P/L CONSULTING SURVEYORS, TOWN PLANNERS AND PROJECT MANAGEMENT SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930 PHONE, No.(03) 9787 2980 FAX, No.(03) 9787 4763 ACN 067 077 614		LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING SIGNATURE DATE / / REF 3449/PS-1 VERSION 13	CN
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THIS IS AN LR COMPILED PLAN CHECKED 21/1/05 Mark Briffa Assistant Registrar of Titles	
SHEET 1 OF 60 SHEETS	
DATE / /	COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3	

PLAN OF SUBDIVISION

Stage No.

LR use only

Plan Number

PS 438999V

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	Sewerage	1.99	C/E H585383 (PT)	Cranbourne Sewerage Authority
E-2	Sewerage	1.99	C/E H585382	Cranbourne Sewerage Authority
E-3	Sewerage	0.51	This Plan	South East Water Ltd
E-4	Sewerage	See Diag	This Plan	South East Water Ltd
E-4	Drainage	See Diag	This Plan	Frankston City Council
E-5	Drainage & Carriageway	See Diag	Vol 10608 Fol 615	Melbourne Water Corporation
E-6	Drainage & Carriageway	See Diag	Vol 10608 Fol 616	Melbourne Water Corporation
E-7	Drainage & Sewerage	2	This Plan	Land in this plan
E-7	Sewerage	2	This Plan	South East Water Limited
E-7	Drainage	2	This Plan	Frankston City Council
E-8	Drainage & Sewerage	3	This Plan	Land in this plan
E-8	Sewerage	3	This Plan	South East Water Limited
E-8	Drainage	3	This Plan	Frankston City Council
E-9	Drainage & Sewerage	See Diag	This Plan	Land in this plan
E-9	Sewerage	See Diag	This Plan	South East Water Limited
E-9	Drainage	See Diag	This Plan	Frankston City Council
E-9	Powerline	See Diag	This Plan Section 88 Electricity Industry Act 2000	United Energy Limited (ACN 70 064 651 029)
E-10	Powerline	1.5	This Plan Section 88 Electricity Industry Act 2000	United Energy Limited (ACN 70 064 651 029)
E-11	Powerline	1.5	This Plan Section 88 Electricity Industry Act 2000	United Energy Limited (ACN 70 064 651 029)
E-11	Drainage & Sewerage	See Diag	This Plan	Land in this plan
E-11	Sewerage	See Diag	This Plan	South East Water Limited
E-11	Drainage	See Diag	This Plan	Frankston City Council
E-12	Drainage	2	C/E AB407705M	Frankston City Council
E-13	Drainage	See Diag	This Plan	Land in this plan
E-13	Drainage	See Diag	This Plan	Frankston City Council
E-14	Powerline	See Diag	This Plan Section 88 Electricity Industry Act 2000	United Energy Limited (ACN 70 064 651 029)
E-14	Sewerage	See Diag	This Plan	South East Water Limited
E-14	Water	See Diag	This Plan	South East Water Limited
E-14	Gas	See Diag	This Plan	Vic Gas Distribution Pty Ltd (ACN 085 899 001)
E-14	Telecommunications	See Diag	This Plan	Land in this Plan
E-15	Water	See Diag	This Plan	South East Water Limited
E-15	Sewerage	See Diag	This Plan	South East Water Limited
E-15	Drainage	See Diag	This Plan	Frankston City Council
E-15	Gas	See Diag	This Plan	Vic Gas Distribution Pty Ltd (ACN 085 899 001)
E-15	Telecommunications	See Diag	This Plan	Land in this Plan
E-15	Powerline	See Diag	This Plan Section 88 Electricity Industry Act 2000	United Energy Limited (ACN 70 064 651 029)
E-16	Water	6	This Plan	South East Water Limited
E-17	Powerline	1.5	This Plan Section 88 Electricity Industry Act 2000	United Energy Limited (ACN 70 064 651 029)
E-17	Water	1.5	This Plan	South East Water Limited
E-17	Powerline	1.5	AJ438909A Section 88 Electricity Industry Act 2000	United Energy Distribution Pty Ltd
E-18	Electricity Supply	1.0	This Plan	Common Property No 1
E-19	Electricity Supply	2	This Plan	Common Property No 1
E-19	Drainage & Sewerage	2	This Plan	Land in this Plan
E-19	Sewerage	2	This Plan	South East Water Limited
E-19	Drainage	2	This Plan	Frankston City Council
E-20	Sewerage	See Diag	This Plan	South East Water Limited

FOR FURTHER EASEMENT INFORMATION SEE SHEET 60

Coomes Consulting Group Pty Ltd
consult@coomes.com.au coomes.com.au
24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia
T 61 3 9993 7888 F 61 3 9993 7999

144 Welford Street PO Box 926 Shepparton Victoria 3632 Australia
T 61 3 5831 4448 F 61 3 5831 4449

coomes consulting

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE

DATE / /

REF: 140010SV00

VERSION

FILE NAME : 140010P12.dwg

FILE LOCATION : F:\14140010\140010-SUB\dwg\

LAYOUT NAME : Easements

SAVE DATE : Mon, 17 Jan 2005 - 15:56 LAST SAVED BY :

SHEET 2

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PS 438999V

FOR KEY SHEET
SEE SHEET 6

FOR KEY SHEET
SEE SHEET 4



ENLARGEMENT NOT TO SCALE

PETER HERBERT & ASSOC. (VIC.) P/L
CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930
PHONE. NO. (03) 9787 2980 FAX. NO. (03) 9787 4763 ACN 067 077 614

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITG

SIGNATURE DATE / /

REF 3449/PS-1 VERSION 13
 (Ref: sul-2-3.dgn) CN

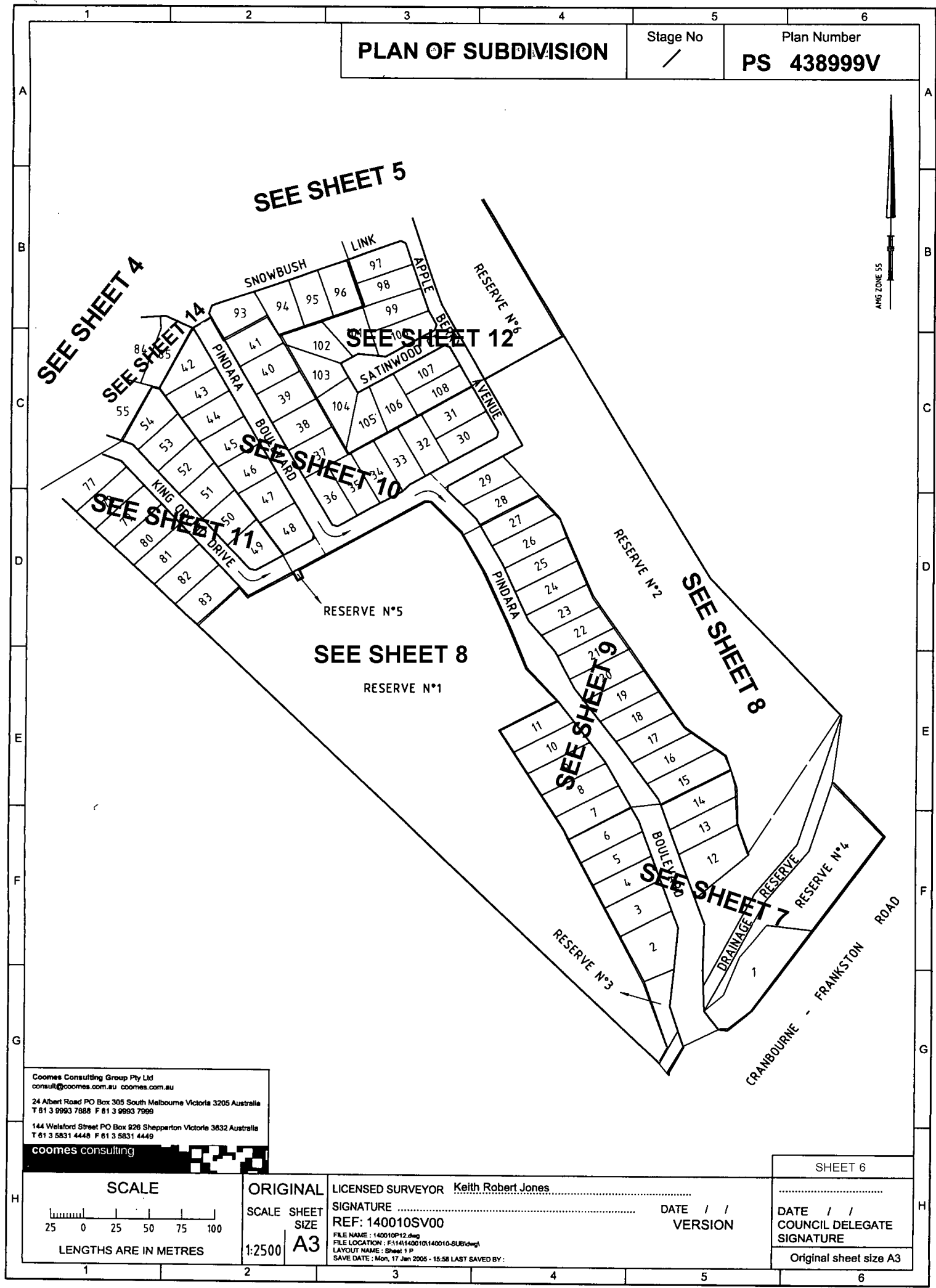
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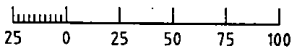
LENGTHS ARE IN METRES

PETER HERBERT & ASSOC. (VIC.) P/L
CONSULTING SURVEYORS • TOWN PLANNERS
AND PROJECT MANAGEMENT
SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA • 3930
PHONE • No.(03) 9787 2980 FAX. No.(03) 9787 4763 ACN 067 077 614



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144 Wellsford Street PO Box 926 Shepparton Victoria 3632 Australia
T 61 3 5831 4448 F 61 3 5831 4449
coomes consulting

SCALE



ORIGINAL
SCALE SHEET
SIZE
1:2500 A3

LICENSED SURVEYOR Keith Robert Jones

SIGNATURE

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DATE / /
VERSION

SHEET 6

DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

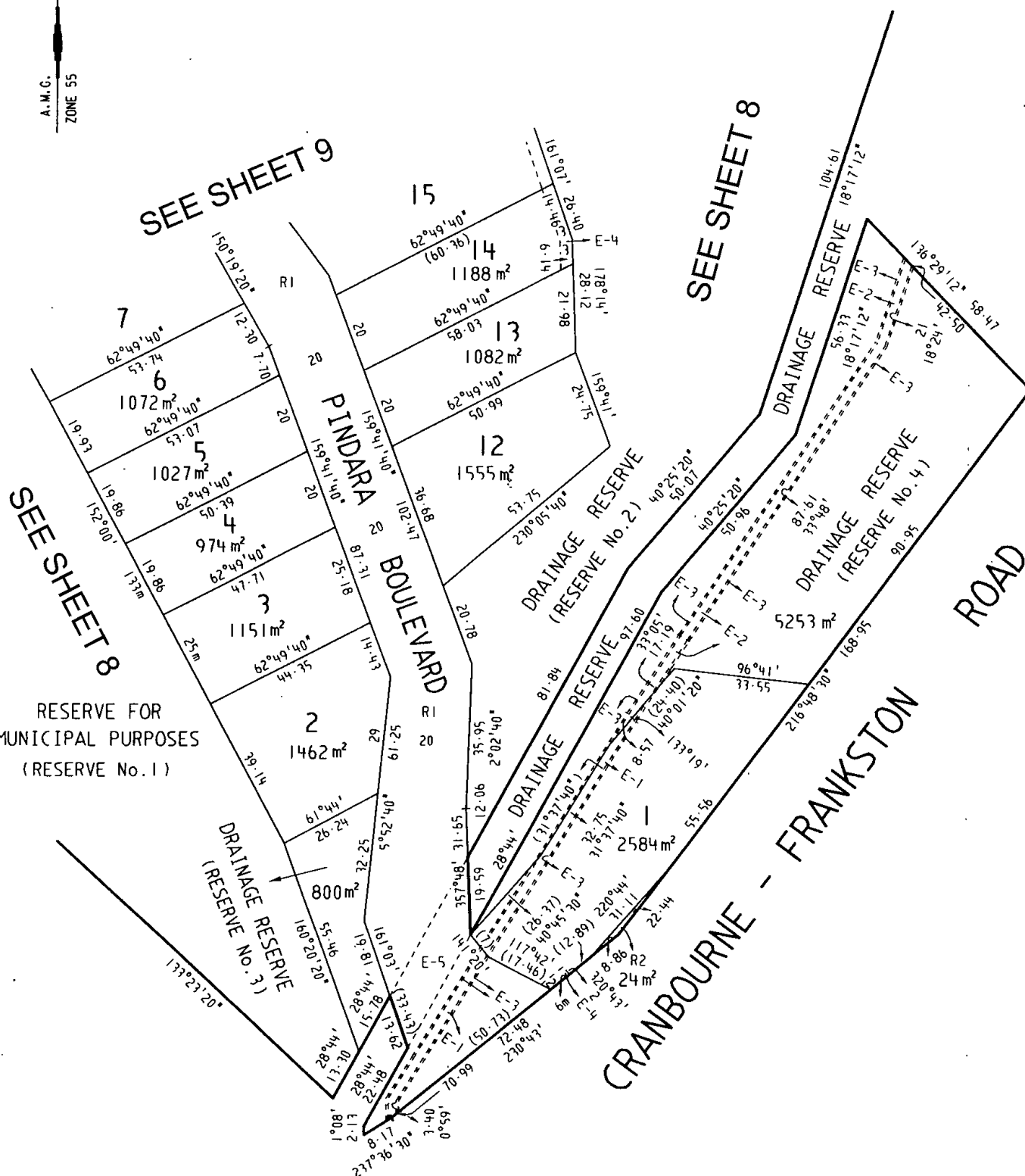
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

A.M.G.
ZONE 55



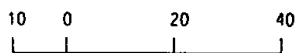
PETER HERBERT & ASSOC. (VIC.) P/L

CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930

PHONE: No.(03) 9787 2980 FAX: No.(03) 9787 4763 ACN 067 077 614

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:1000 SIZE
A3

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING

SIGNATURE DATE / /

REF 3449/PS-1

VERSION 13

(Ref: stage1.dgn - Ln1) CN

SHEET 7

DATE / /

COUNCIL DELEGATE SIGNATURE

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LT02.DGN

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

A.M.C.
ZONE 55

SEE SHEETS 10, 11 & 12

FOR ENLARGEMENT
SEE SHEET 10

RESERVE FOR
MUNICIPAL PURPOSES

(RESERVE No.1)

5.197 ha

SEE SHEET 9

SEE SHEET 7

DRAINAGE RESERVE
(RESERVE No.2)

3.682 ha

CRANBOURNE - FRANKSTON ROAD

PETER HERBERT & ASSOC. (VIC.) P/L

CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA . 3930

PHONE. No.(03) 9787 2980 FAX. No.(03) 9787 4763 ACN 067 077 614

SCALE

25 0 50 100

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:2500

SHEET

SIZE

A3

LICENSED SURVEYOR. (PRINT)..... ALAN L. RUNITING

SIGNATURE DATE / /

REF 3449/PS-1

VERSION 13

(Ref: s12500.dgn)

CN

SHEET 8

DATE / /

COUNCIL DELEGATE SIGNATURE

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LT02.DGN

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

A.M.C.
ZONE 55

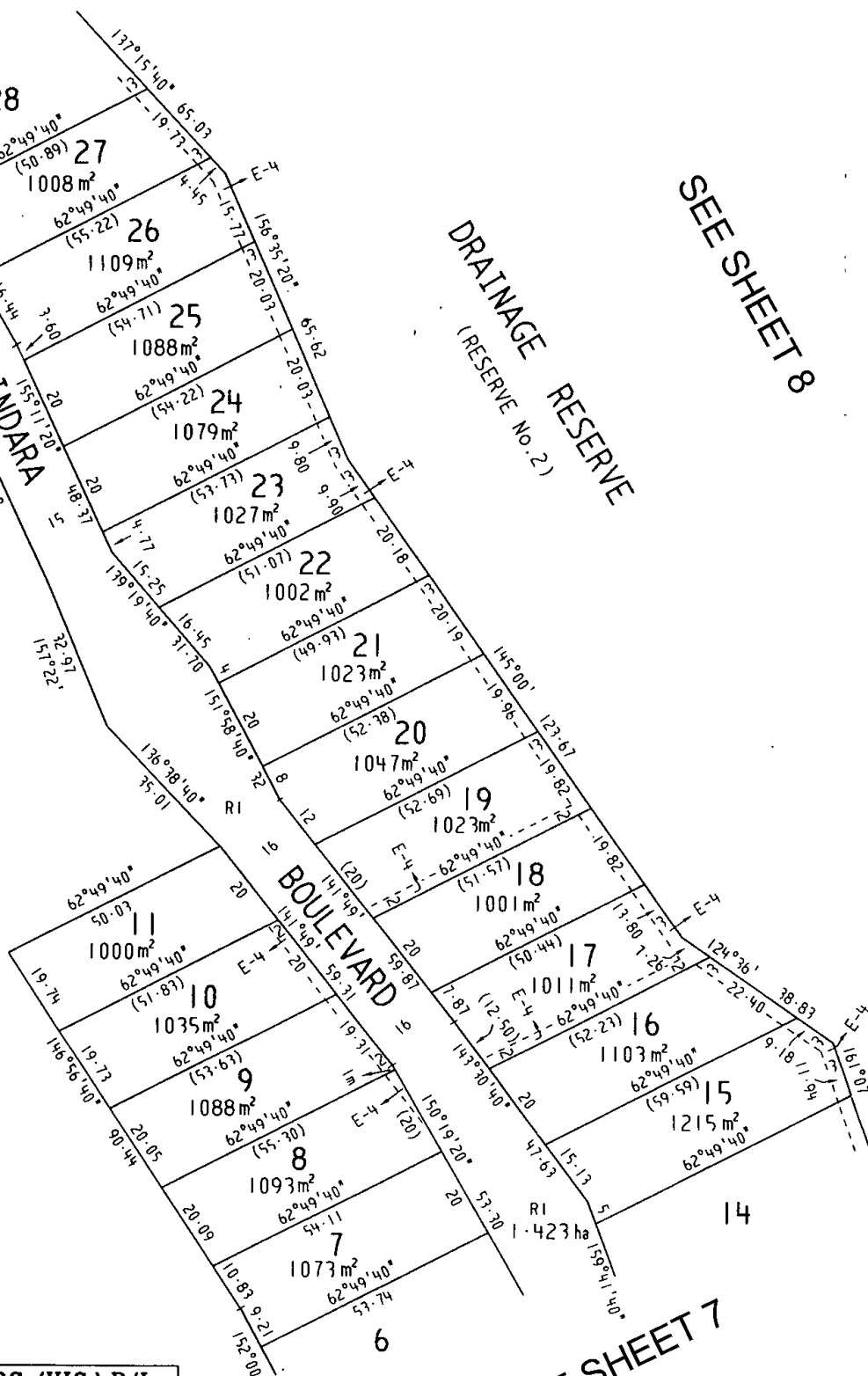
SEE SHEET 10

SEE SHEET 8

DRAINAGE RESERVE
(RESERVE No.2)

SEE SHEET 8

RESERVE FOR
MUNICIPAL
PURPOSES
(RESERVE No.1)



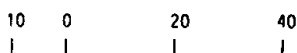
SEE SHEET 7

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AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA . 3930
PHONE. No.(03) 9787 2980 FAX. No.(03) 9787 4763 ACN 067 077 614

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:1000 SIZE
A3

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNTING

SIGNATURE DATE / /

REF 3449/PS-1

VERSION 13

(Ref: stage1.dgn - Ln2) CN

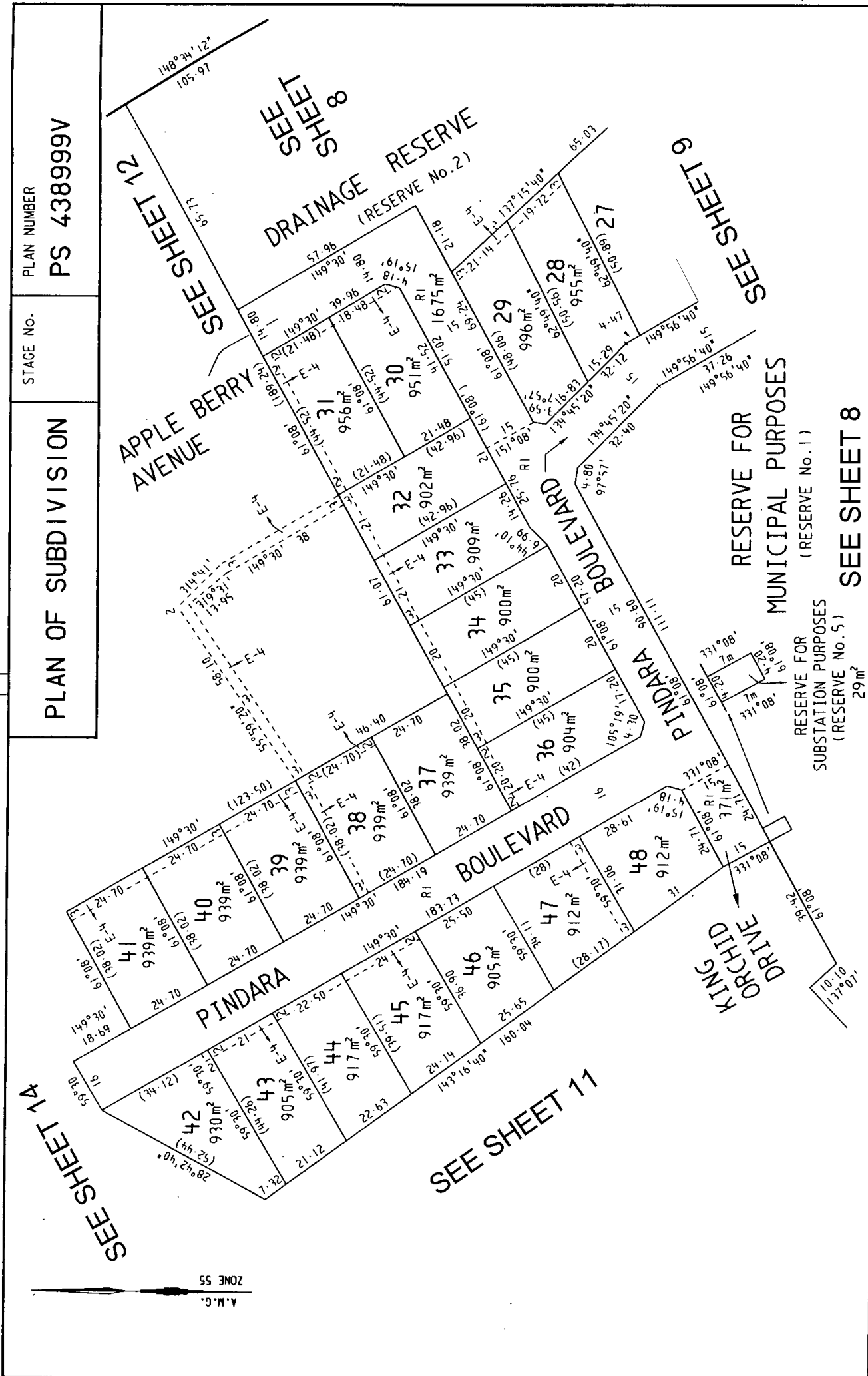
SHEET 9

DATE / /

COUNCIL DELEGATE SIGNATURE

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LT02.DGN



PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

PETER HERBERT & ASSOC. (VIC.) P/L CONSULTING SURVEYORS • TOWN PLANNERS AND PROJECT MANAGEMENT SUITE 2/85 MOUNT ELIZA WAY, MOUNT ELIZA • 3930 PHONE, NO. (03) 9787 2980 FAX, NO. (03) 9787 4763 ACN 067 077 614		ORIGINAL SCALE 1:1000 SHEET SIZE A3		SCALE 10 0 20 40 LENGTHS ARE IN METRES		SHEET 10	
LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING		SIGNATURE		DATE / /		DATE / /	
REF 3449/PS-1		VERSION 13		CN		COUNCIL DELEGATE SIGNATURE	
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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

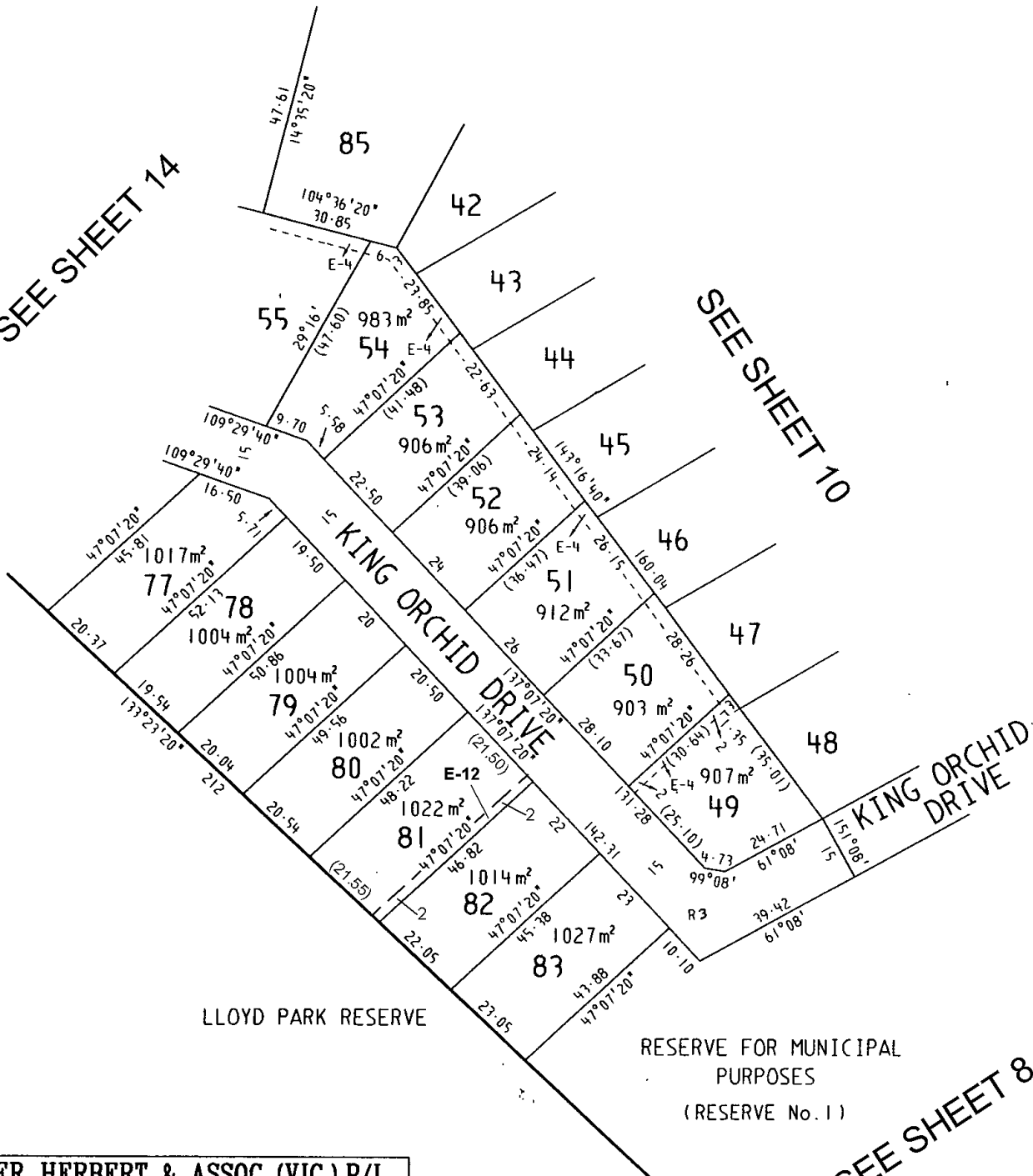
PS 438999V

A.M.C.
ZONE 55

SEE SHEET 14

SEE SHEET 10

SEE SHEET 8



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CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930

PHONE: No. (03) 9787 2980 FAX: No. (03) 9787 4763 ACN 067 077 614

SCALE

10 0 20 40

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:1000

SHEET

SIZE

A3

LICENSED SURVEYOR (PRINT).....

ALAN L. RUNITING

SIGNATURE

REF 3449/PS-2

DATE / /

VERSION 10

(Ref: stage2.dgn - Ln4) CN

SHEET 11

DATE / /

COUNCIL DELEGATE SIGNATURE

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LT02.DGN

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

SEE SHEET 13

For Easement Detail
See Enlargement
on Sheet 13



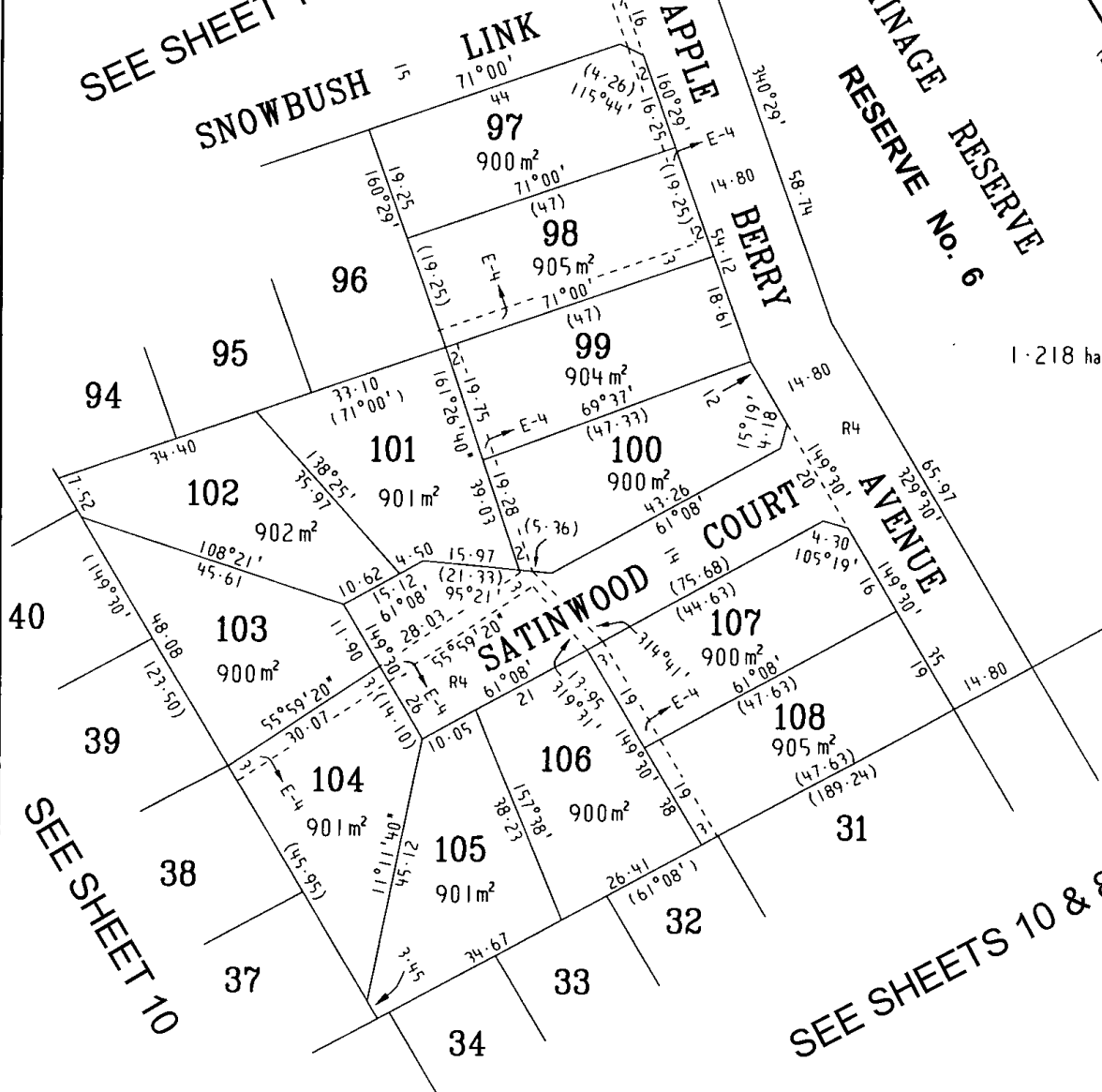
SEE SHEET 14

SNOWBUSH LINK

APPLE BERRY

DRAINAGE RESERVE No. 6

1.218 ha



SEE SHEETS 10 & 8

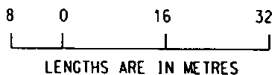
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AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA . 3930

PHONE. No.(03) 9787 2980 FAX. No.(03) 9787 4763 ACN 067 077 614

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:800

SHEET

A3

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNTING

SIGNATURE DATE 12 / 6 / 02

REF 3449/PS

VERSION 15

(Ref: stage3.dgn) CN

SHEET 12

DATE 18 / 6 / 02

COUNCIL DELEGATE SIGNATURE

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LT02.DGN

PLAN OF SUBDIVISION

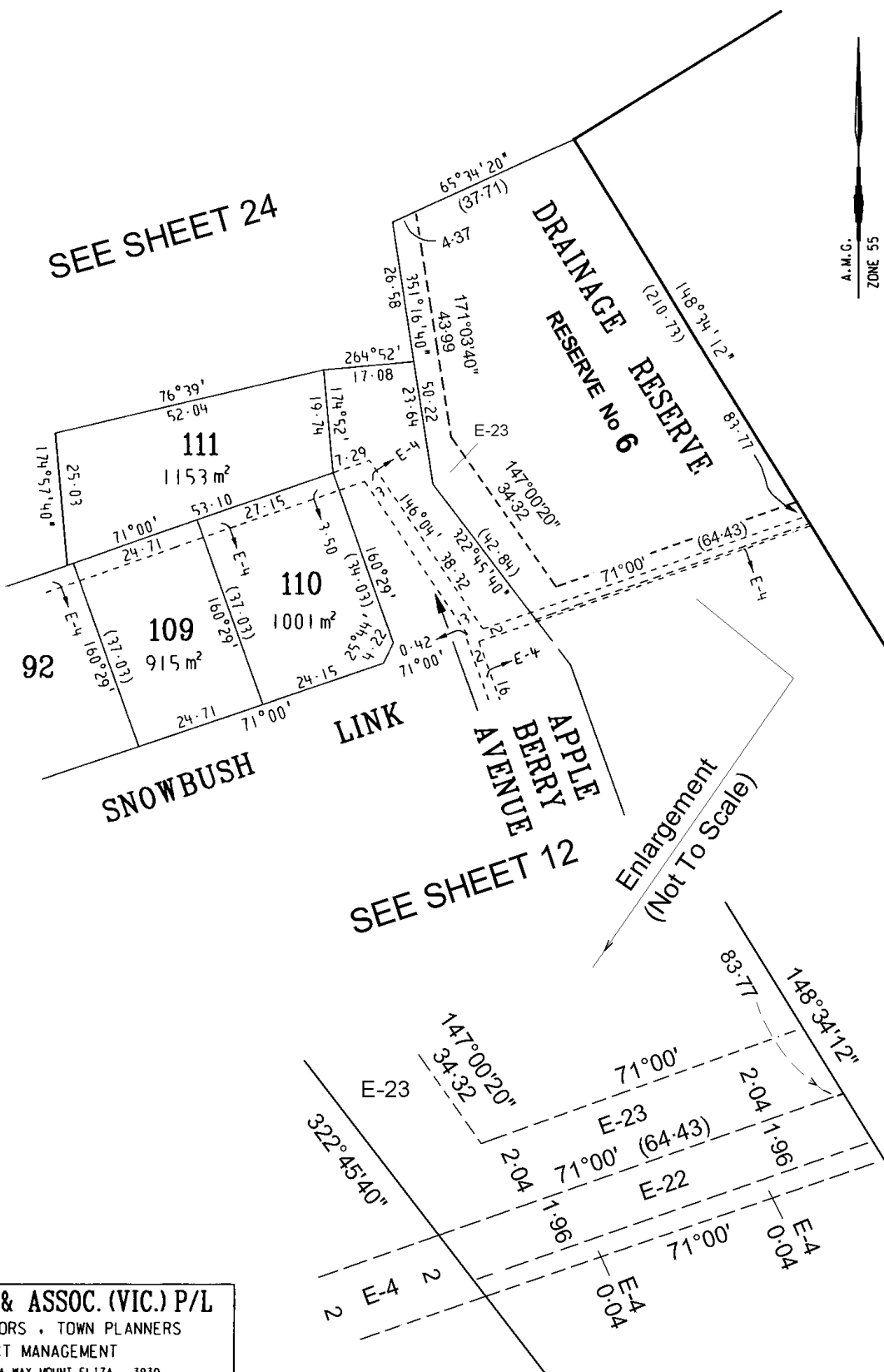
STAGE No.

PLAN NUMBER

PS 438999V

SEE SHEET 14

SEE SHEET 24



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AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930
PHONE, No. (03) 9787 2980 FAX, No. (03) 9787 4763 ACN 067 077 614

SCALE

8 0 16 32

LENGTHS ARE IN METRES

ORIGINAL

SCALE

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SHEET

SIZE

A3

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING

SIGNATURE DATE 12/6/02

REF 3449/PS

VERSION 15

(Ref: stage3.dgn) CN

SHEET 13

DATE 18/6/02

COUNCIL DELEGATE SIGNATURE

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LT02.DGN

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

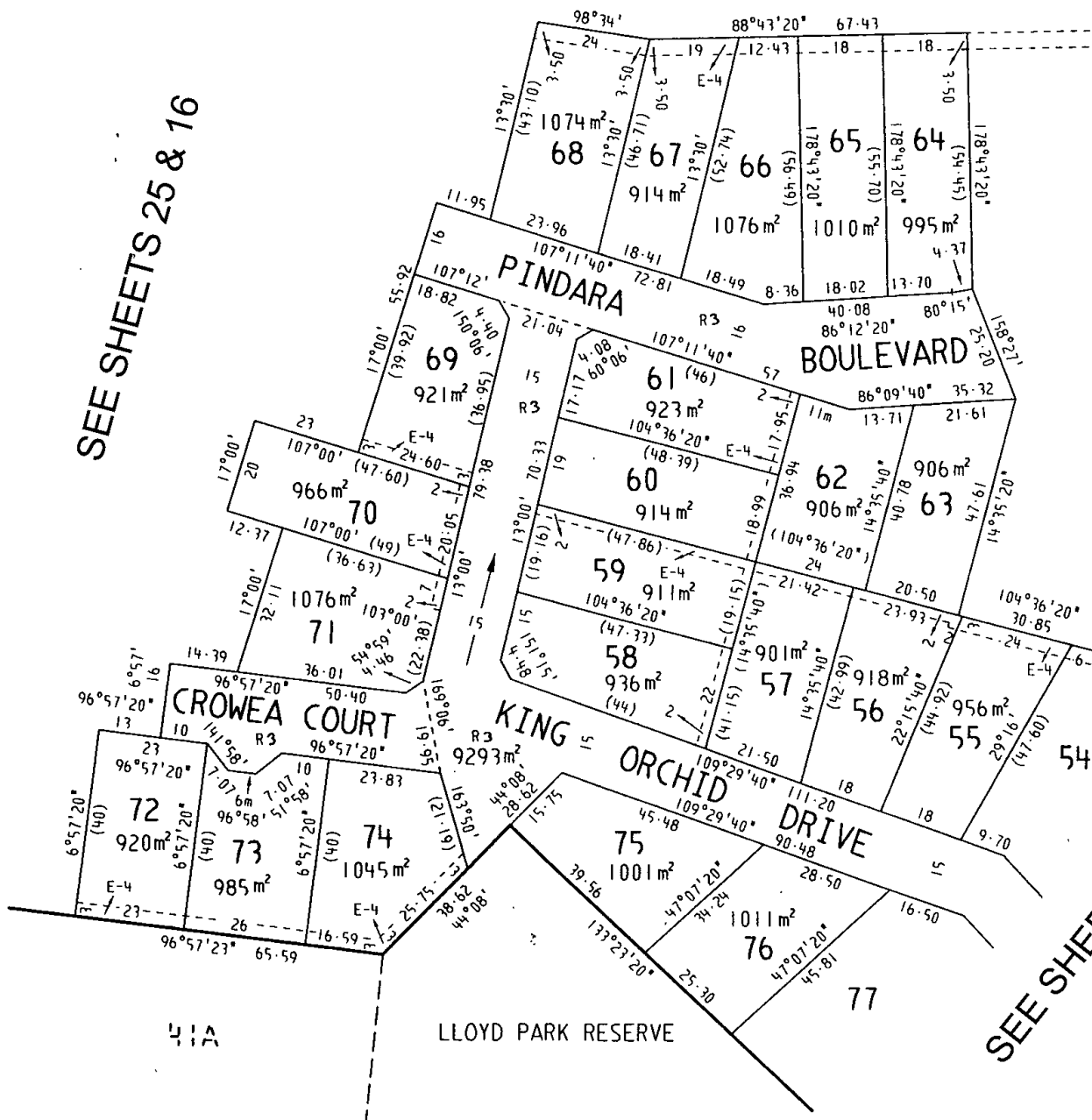
SEE SHEET 24

A.M.G.
ZONE 55

SEE SHEETS 25 & 16

SEE SHEET 14

SEE SHEET 11



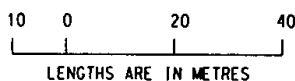
PETER HERBERT & ASSOC. (VIC.) P/L

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AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA . 3930

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE
1:1000
SHEET
SIZE
A3

LICENSED SURVEYOR. (PRINT)..... ALAN L. RUNITING

SIGNATURE

REF 3449/PS-2

DATE / /

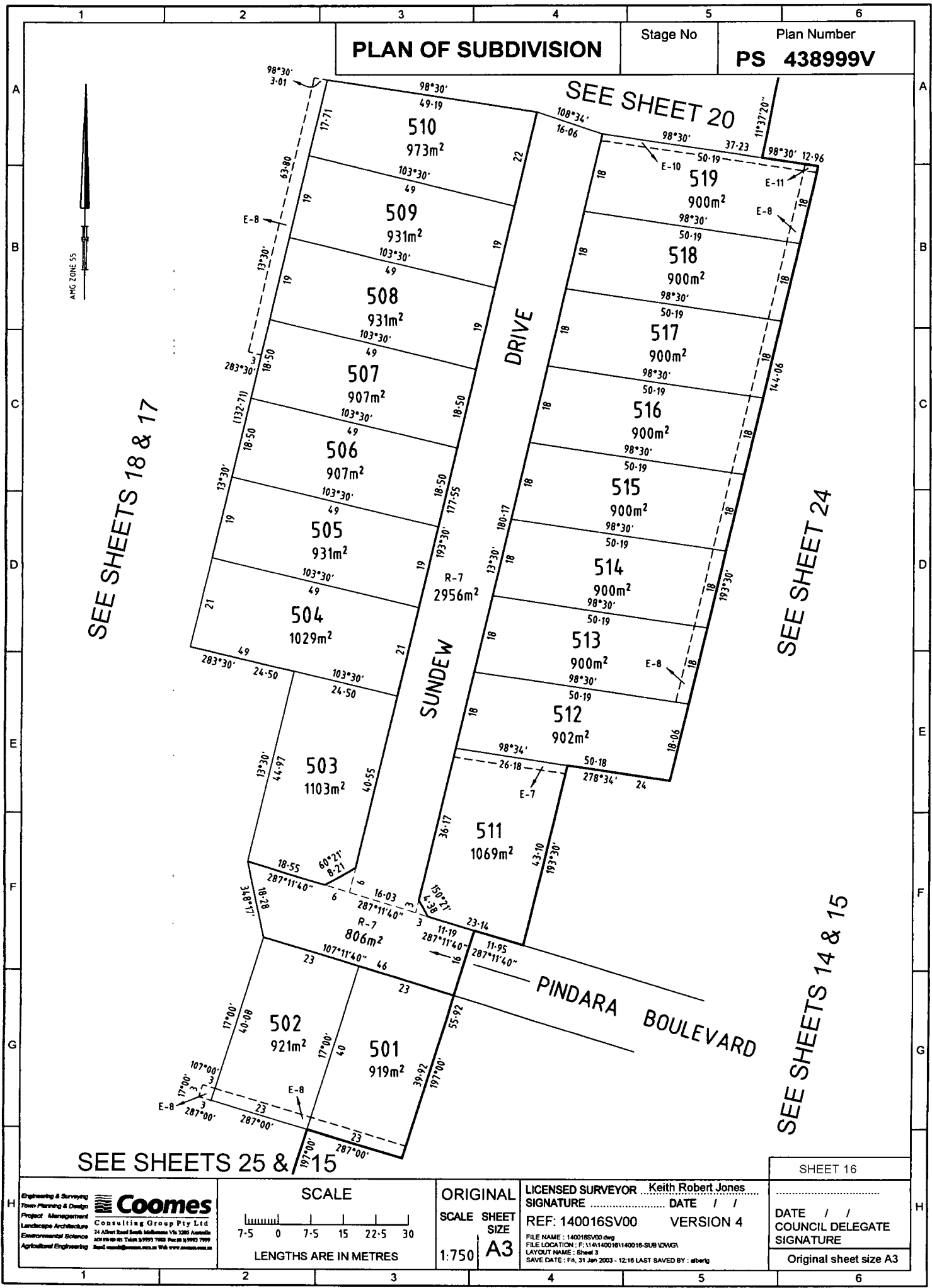
VERSION 10

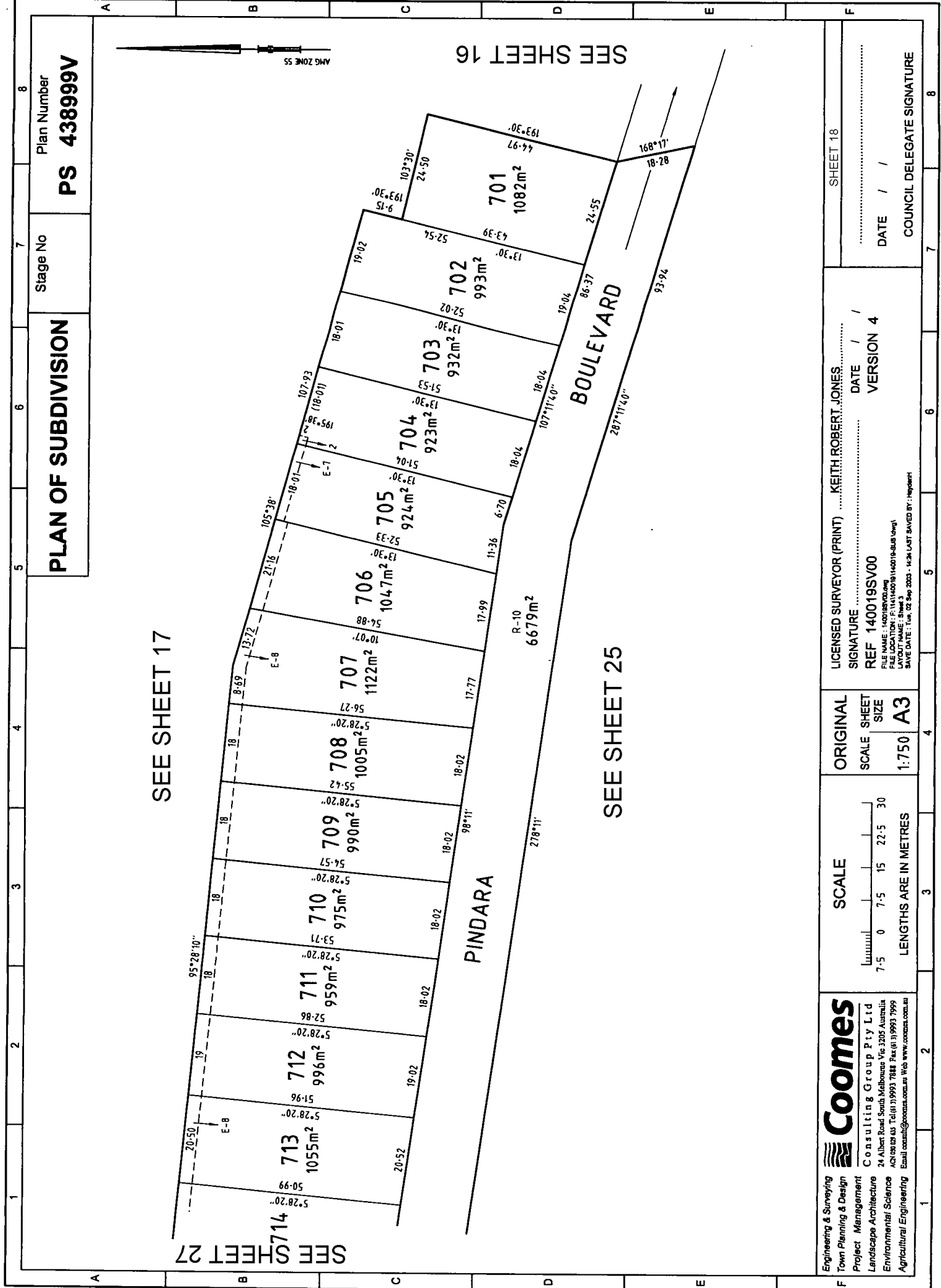
(Ref: stage2.dgn - Ln5) CN

SHEET 15

DATE / /

COUNCIL DELEGATE SIGNATURE





Coomes
Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
ACN 00 02 43 Tel (61) 9993 7888 Fax (61) 9993 7999
Email coomes@coomes.com.au Web www.coomes.com.au

SCALE

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:750 A3

LICENSED SURVEYOR (PRINT) KEITH ROBERT JONES

SIGNATURE

REF 140019SV00

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LAYOUT NAME : Sheet 3

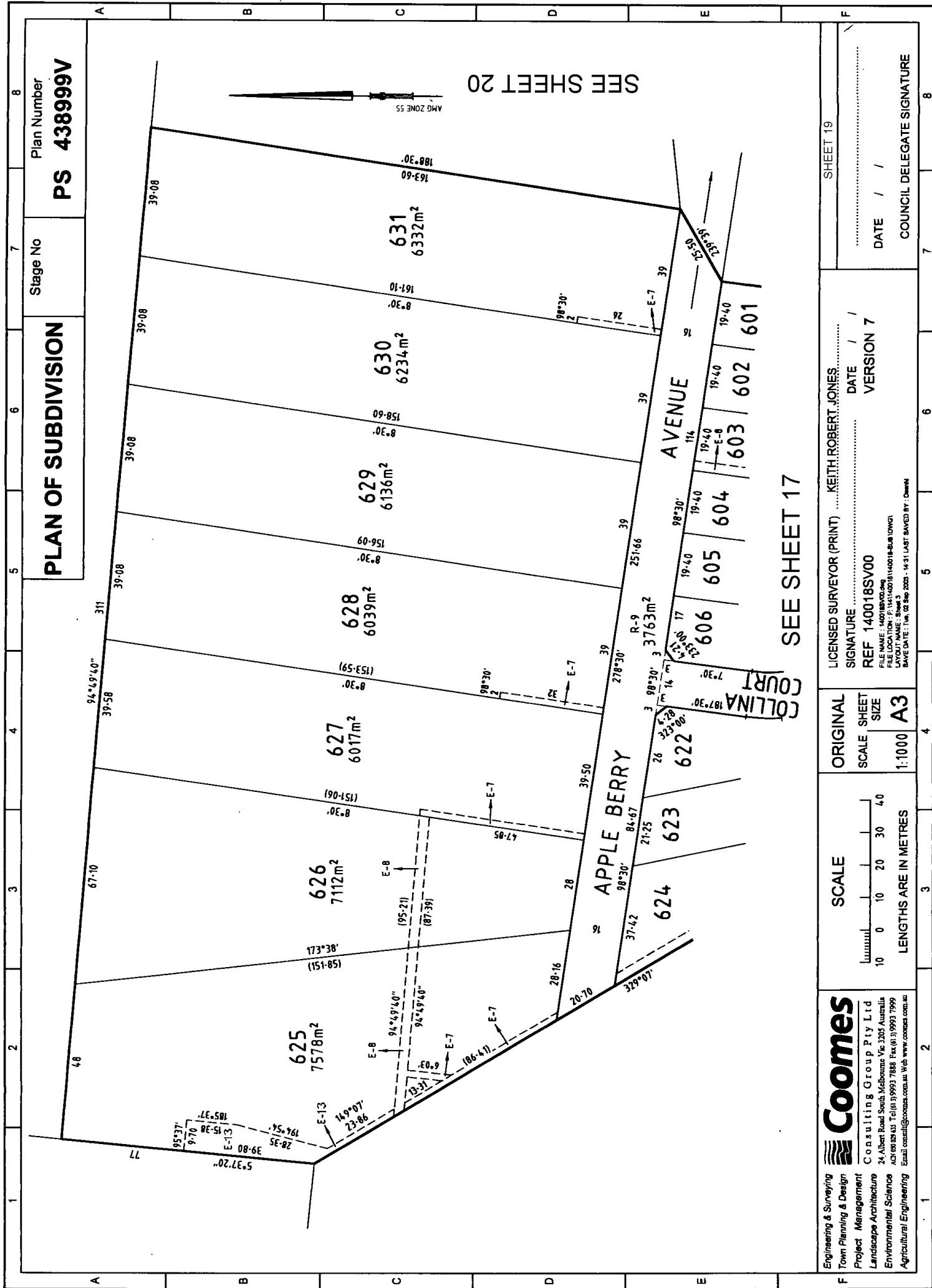
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DATE / /

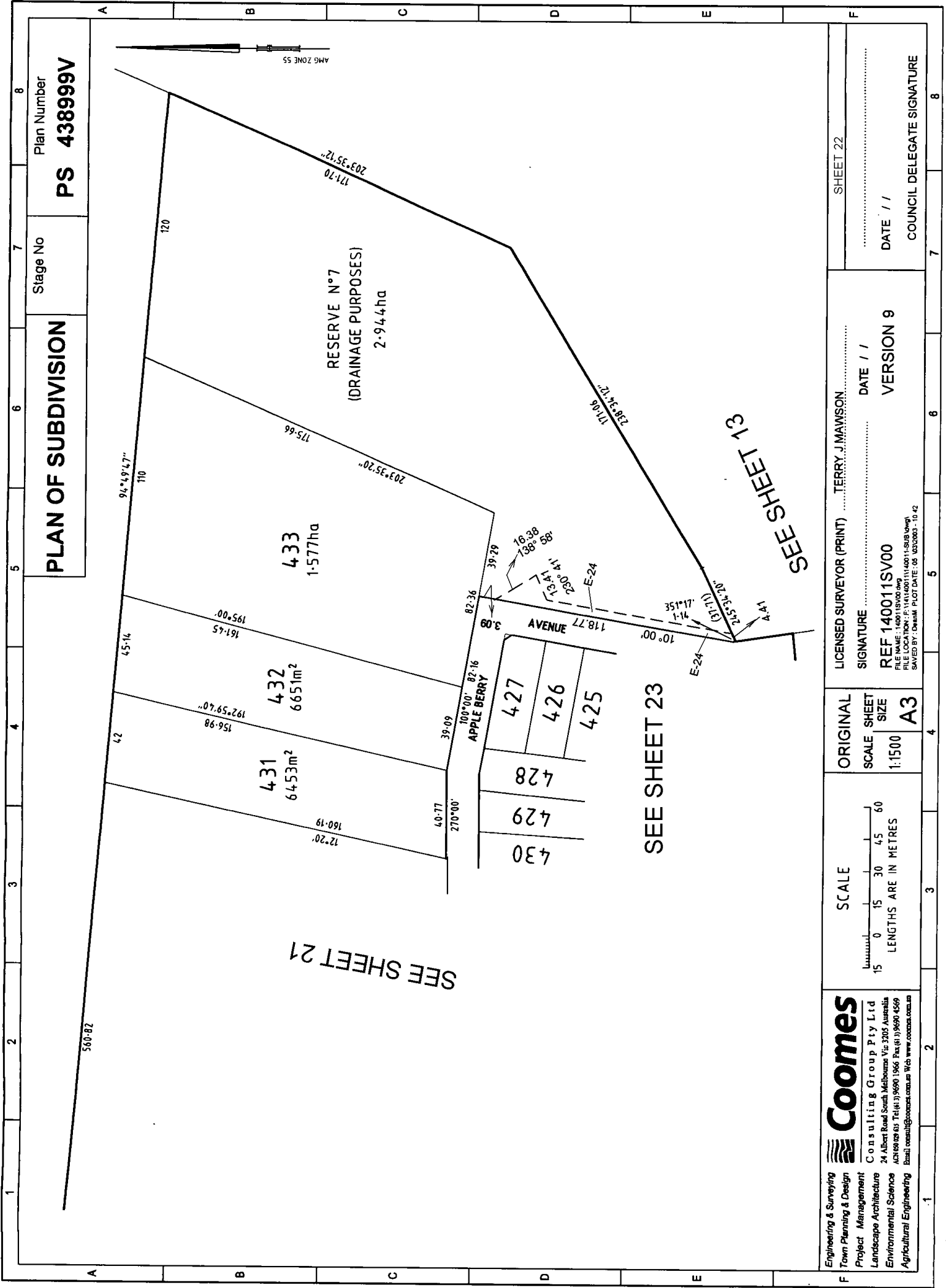
VERSION 4

COUNCIL DELEGATE SIGNATURE

SHEET 18

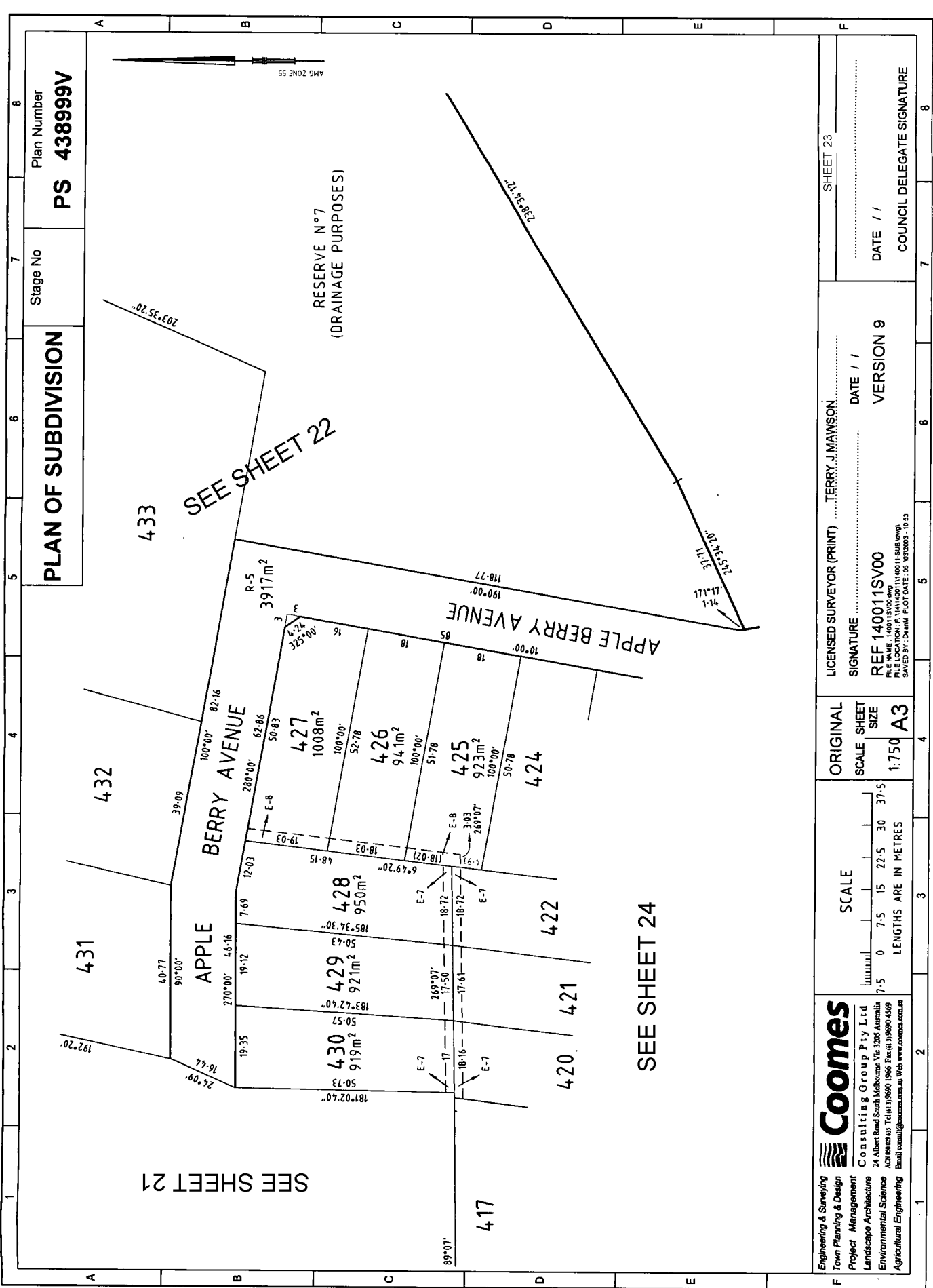


Original sheet size A3



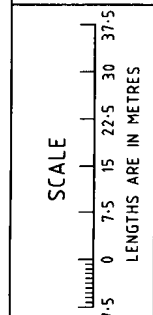
Coomes
Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
Australia 61 Tel (03) 9690 1966 Fax (61) 3 9690 4569
Email: coomes@coomes.com.au Web: www.coomes.com.au

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Project Management
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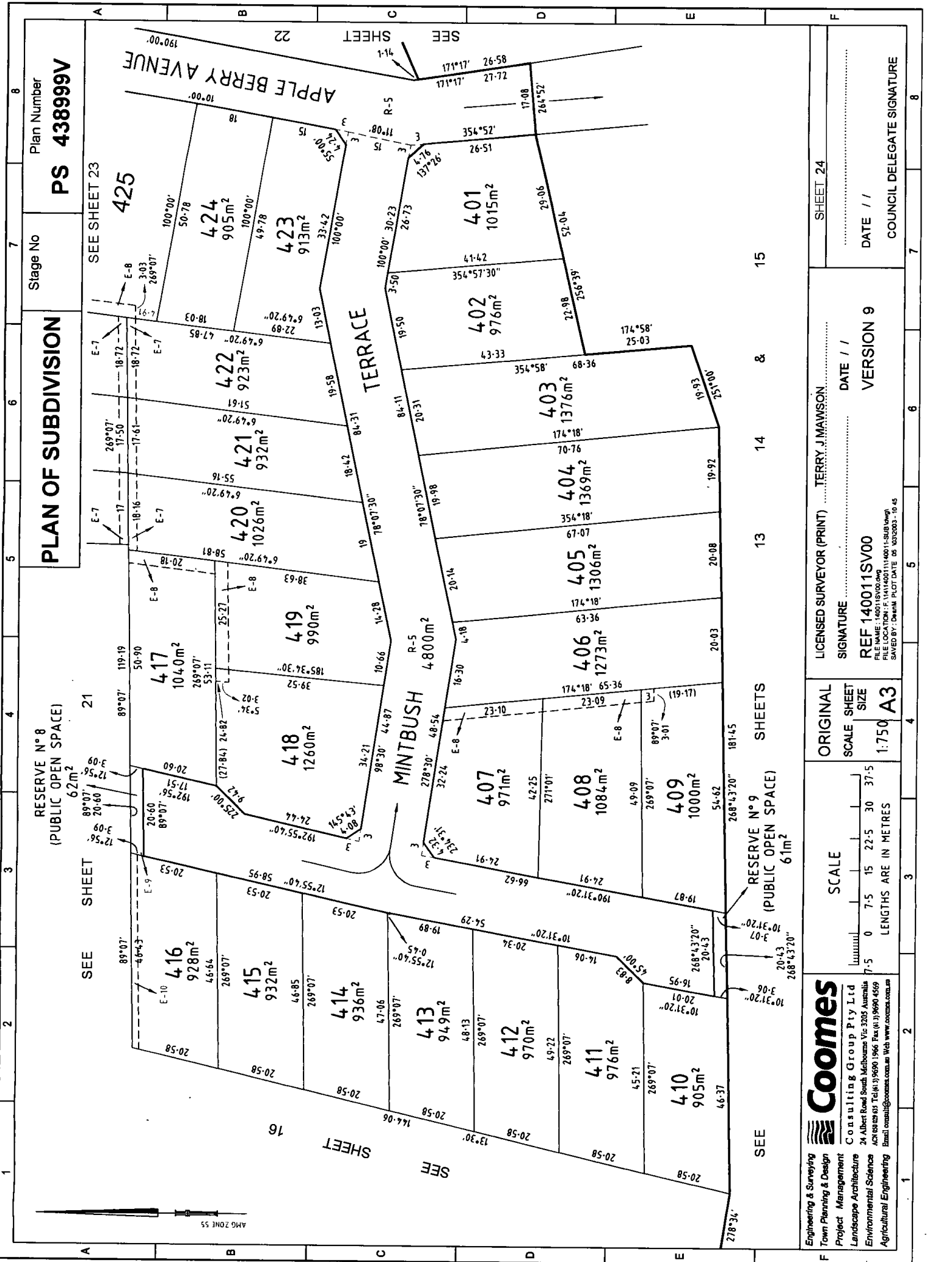
Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
A/CN 66226 63 Tel (61 3) 9690 1966 Fax (61 3) 9690 4569
Email coomes@coomes.com.au Web www.coomes.com.au



ORIGINAL SCALE 1:750 A3

LICENSED SURVEYOR (PRINT) TERRY J MAMSON
SIGNATURE
DATE / /
VERSION 9
REF 140011SV00
FILE NAME 140011SV00.dwg
FILE LOCATION F:\14140011\140011SV00.dwg
SAVED BY: DAMEL PLOT DATE: 06/03/2003 10:33

SHEET 23
DATE / /
COUNCIL DELEGATE SIGNATURE



Coomes
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Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
A/C Tel: 03 9590 1966 Fax: (03) 9590 4599
Email: consult@coomes.com.au Web: www.coomes.com.au

SCALE

7.5 0 7.5 15 22.5 30 37.5

ORIGINAL SCALE SHEET SIZE

1:750 **A3**

LICENSED SURVEYOR (PRINT) TERRY J MAWSON

SIGNATURE _____

DATE / /

VERSION 9

REF 140011SV00

FILE NAME: 140011SV00.dwg

FILE LOCATION: F:\14140011\140011-SUB.dwg

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SHEET 24

DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

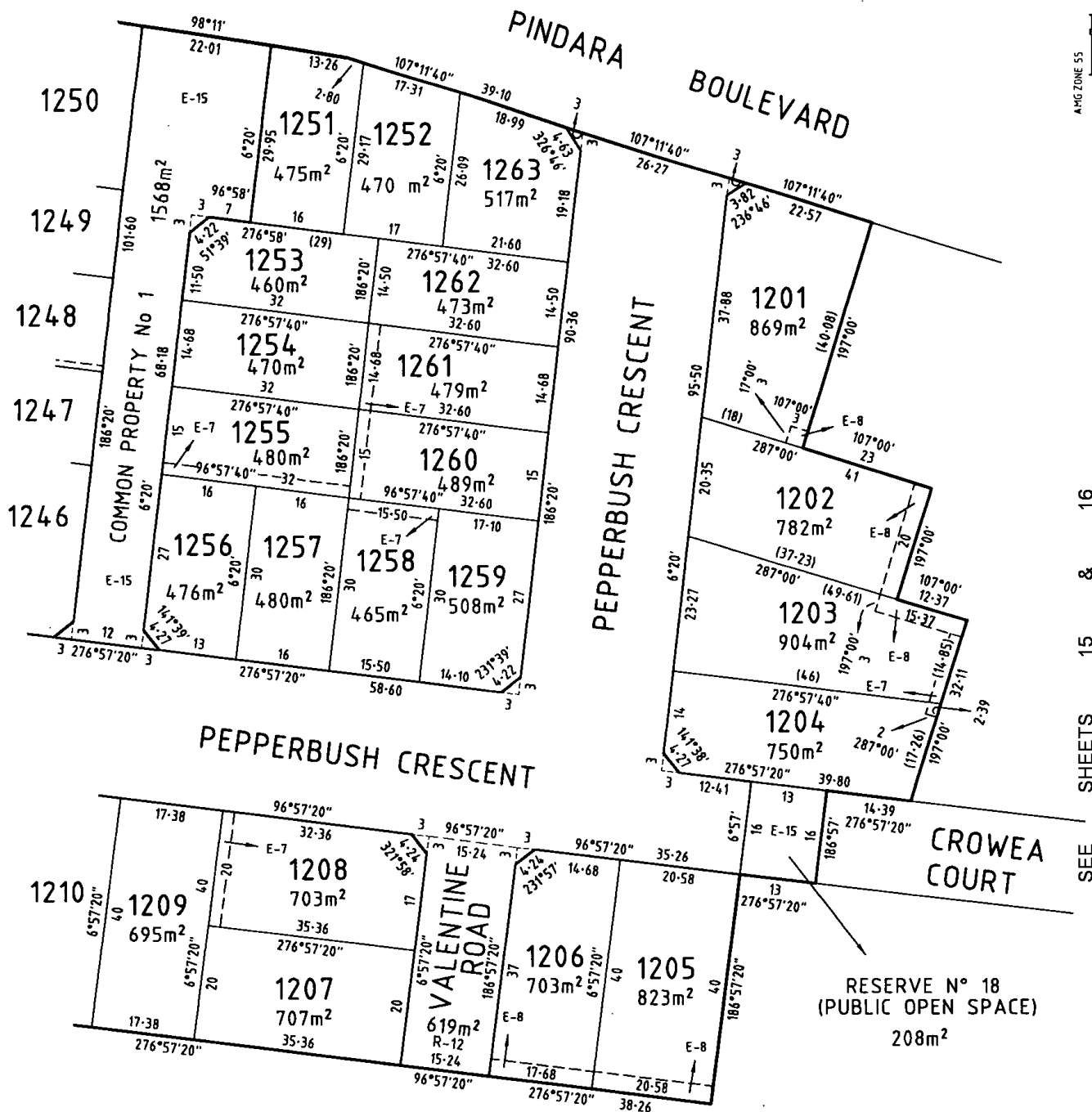
Stage No

Plan Number

PS 438999V

SEE SHEET 18

AMG ZONE 55

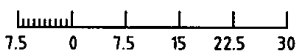


SHEET 25

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

Coomes
Consulting Group Pty Ltd
24 Albert Road South Melbourne VIC 3205 Australia
Tel: 03 9594 7000 Fax: 03 9594 7999
Email: info@coomes.com.au Web: www.coomes.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET

SIZE

1:750 A3

LICENSED SURVEYOR Keith Robert Jones

SIGNATURE DATE / /

REF: 140122SV00 VERSION 7

FILE NAME: 140122SV00.dwg

FILE LOCATION: F:\140122\140122-SUB\dwg\

LAYOUT NAME: Sheet 4

SAVE DATE: Thu, 23 Oct 2003 - 10:41 LAST SAVED BY: retaller

DATE / /

COUNCIL DELEGATE

SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No

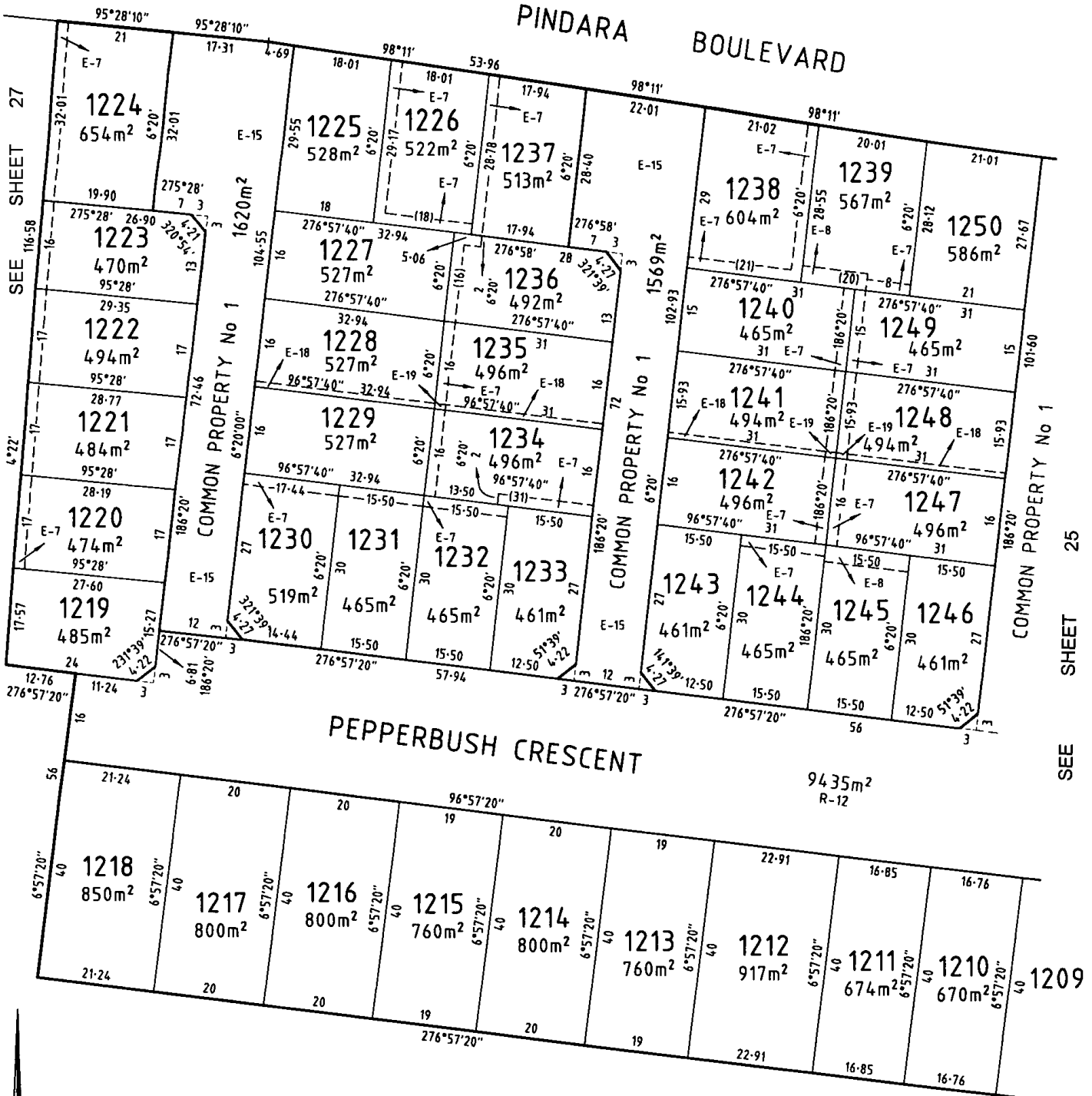
Plan Number

PS 438999V

SEE SHEET 18

PINDARA BOULEVARD

PEPPERBUSH CRESCENT

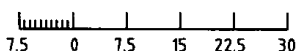


SHEET 26

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

Coomes
Consulting Group Pty Ltd
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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE

1:750

A3

LICENSED SURVEYOR Keith Robert Jones

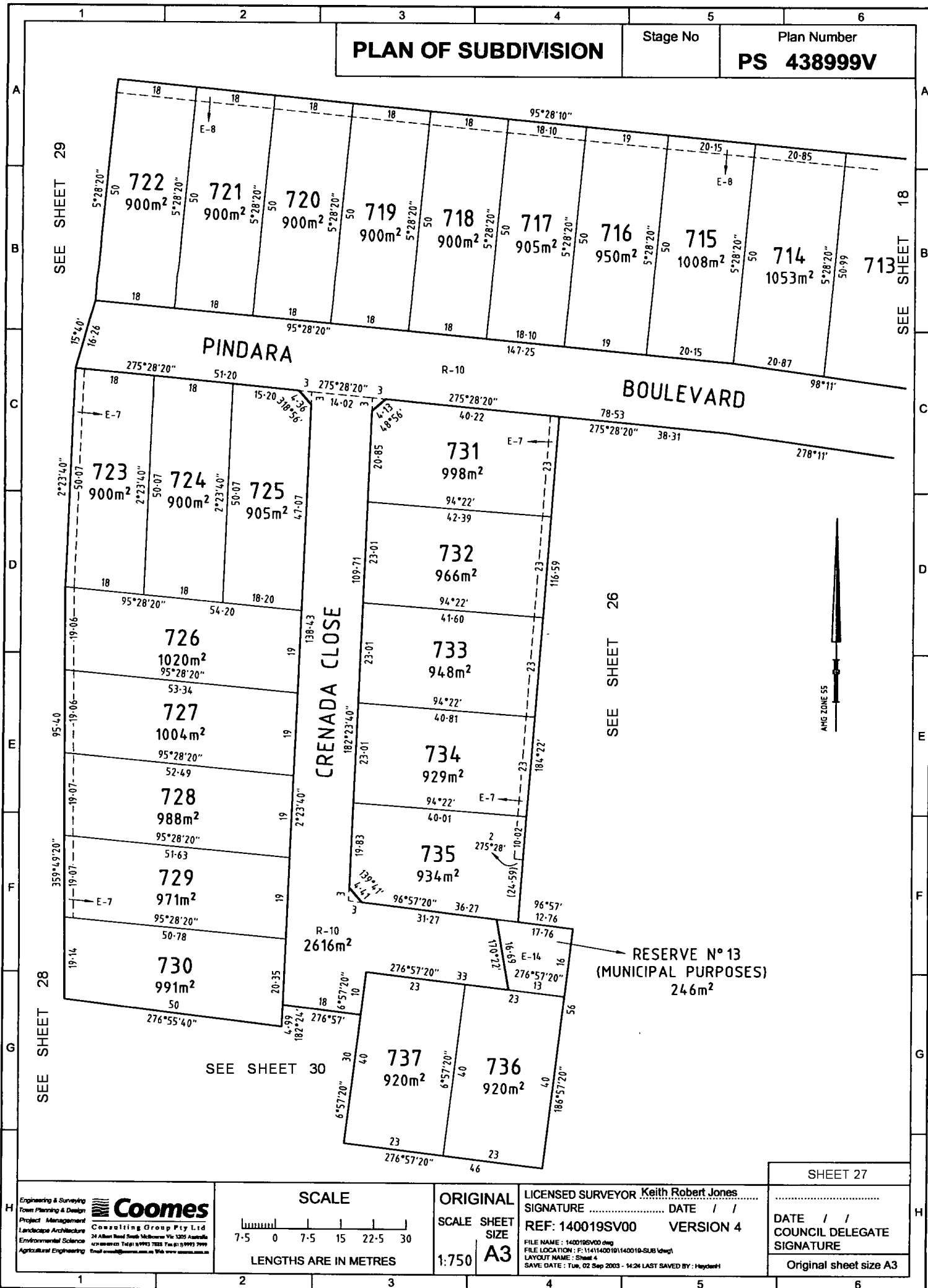
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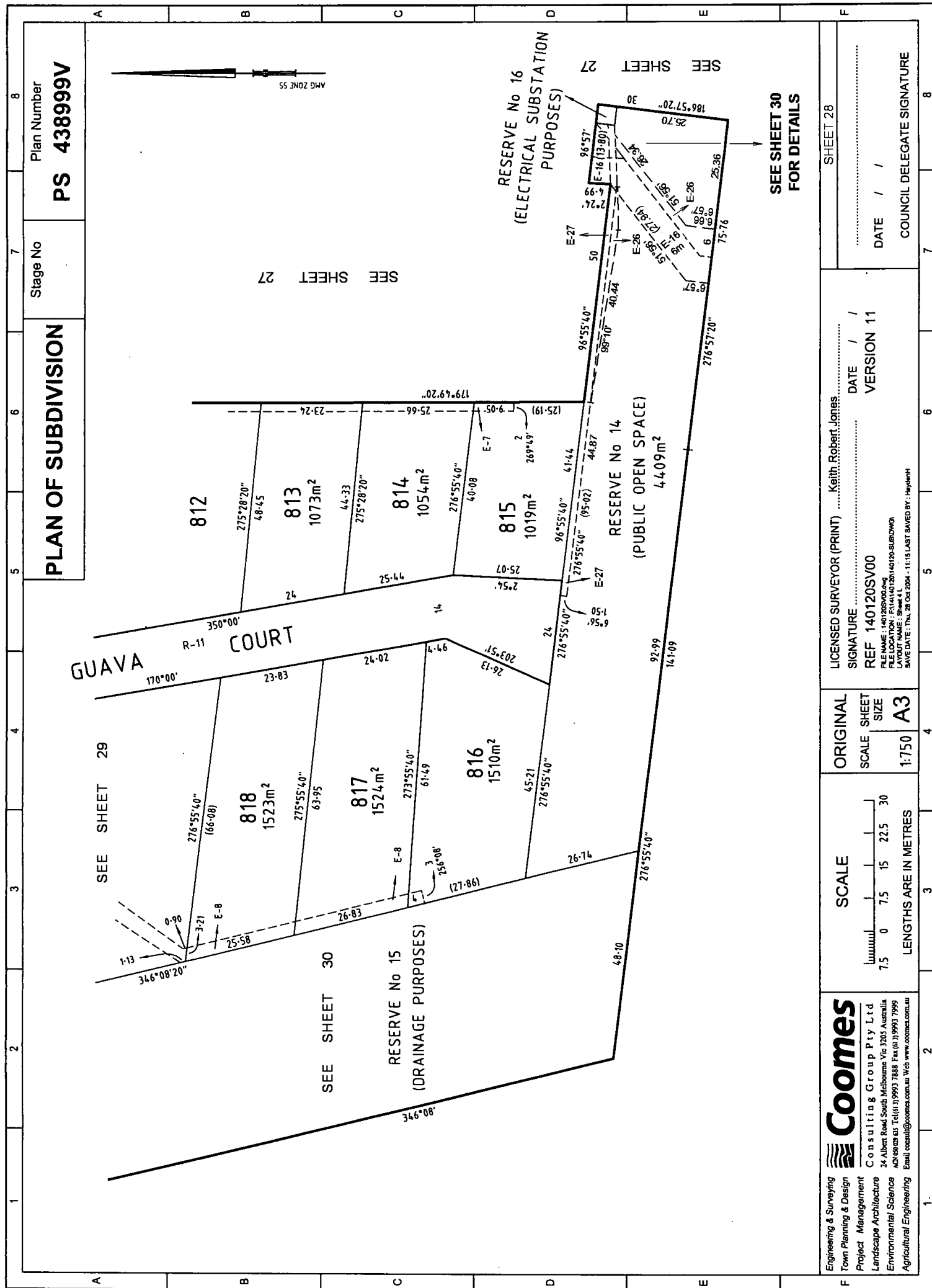
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LAYOUT NAME: Sheet 26
SAVE DATE: Thu, 23 Oct 2003 - 10:41 LAST SAVED BY: retailer

DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3





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SCALE

1:750

ORIGINAL SCALE SHEET SIZE

A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE

DATE / /

VERSION 11

REF 140120SV000

FILE NAME 140120SV000.dwg

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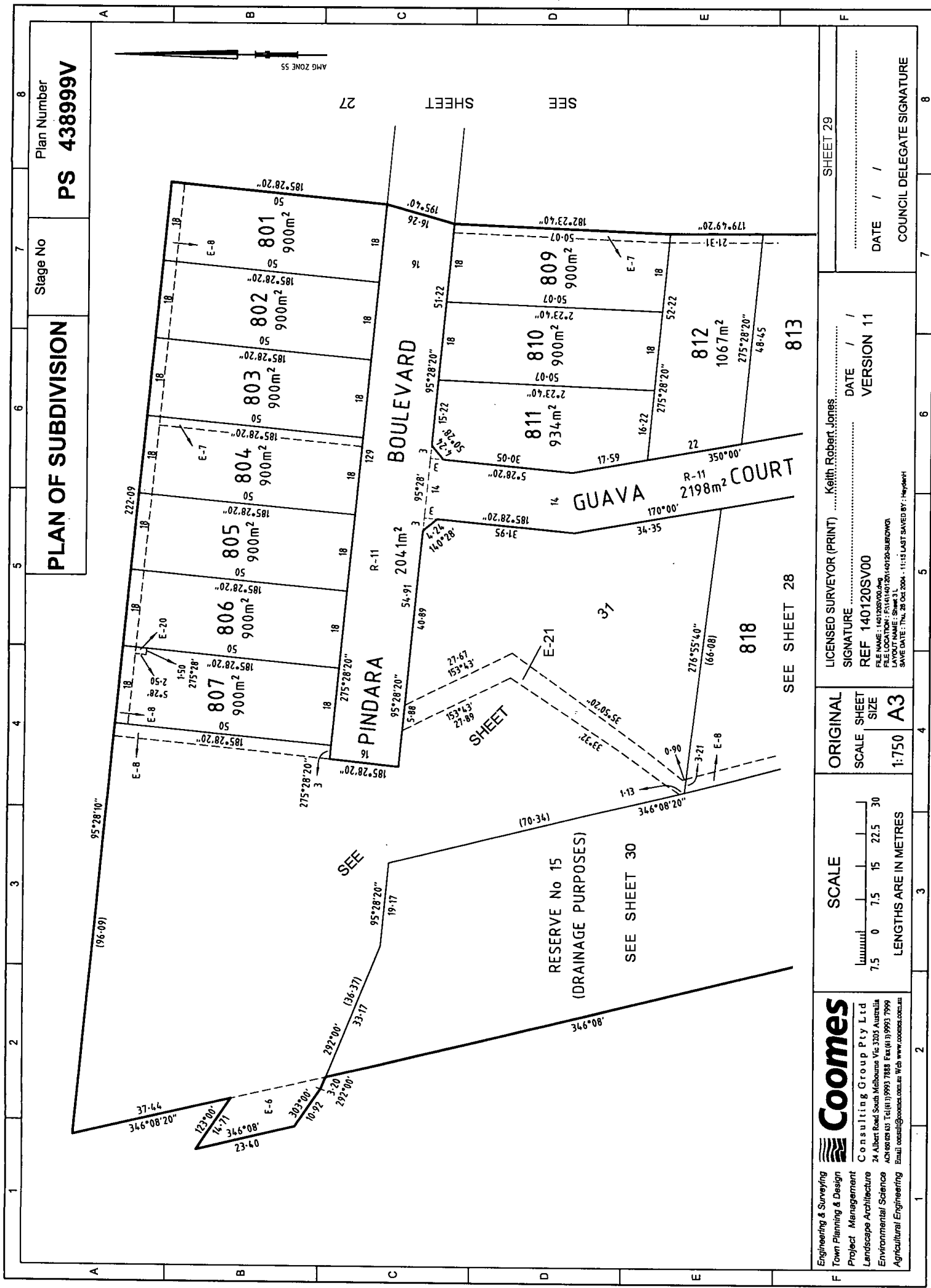
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SAVE DATE 17th Oct 2004 - 11:15 LAST SAVED BY: HaydenH

SHEET 28

DATE / /

COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

Stage No

Plan Number

PS 438999V

SHEET 29

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE

DATE / /

VERSION 11

REF 140120SV00

FILE NAME : 140120SV00.dwg

FILE LOCATION : F:\140120\140120-SUBDIVISION

LAYOUT NAME : Sheet 31

SAVE DATE : Thu, 28 Oct 2024 - 11:15 LAST SAVED BY : hpydoh

ORIGINAL SCALE SHEET SIZE

1:750 A3

SCALE

LENGTHS ARE IN METRES

7.5 0 7.5 15 22.5 30

Coomes

Engineering & Surveying

Town Planning & Design

Project Management

Landscape Architecture

Environmental Science

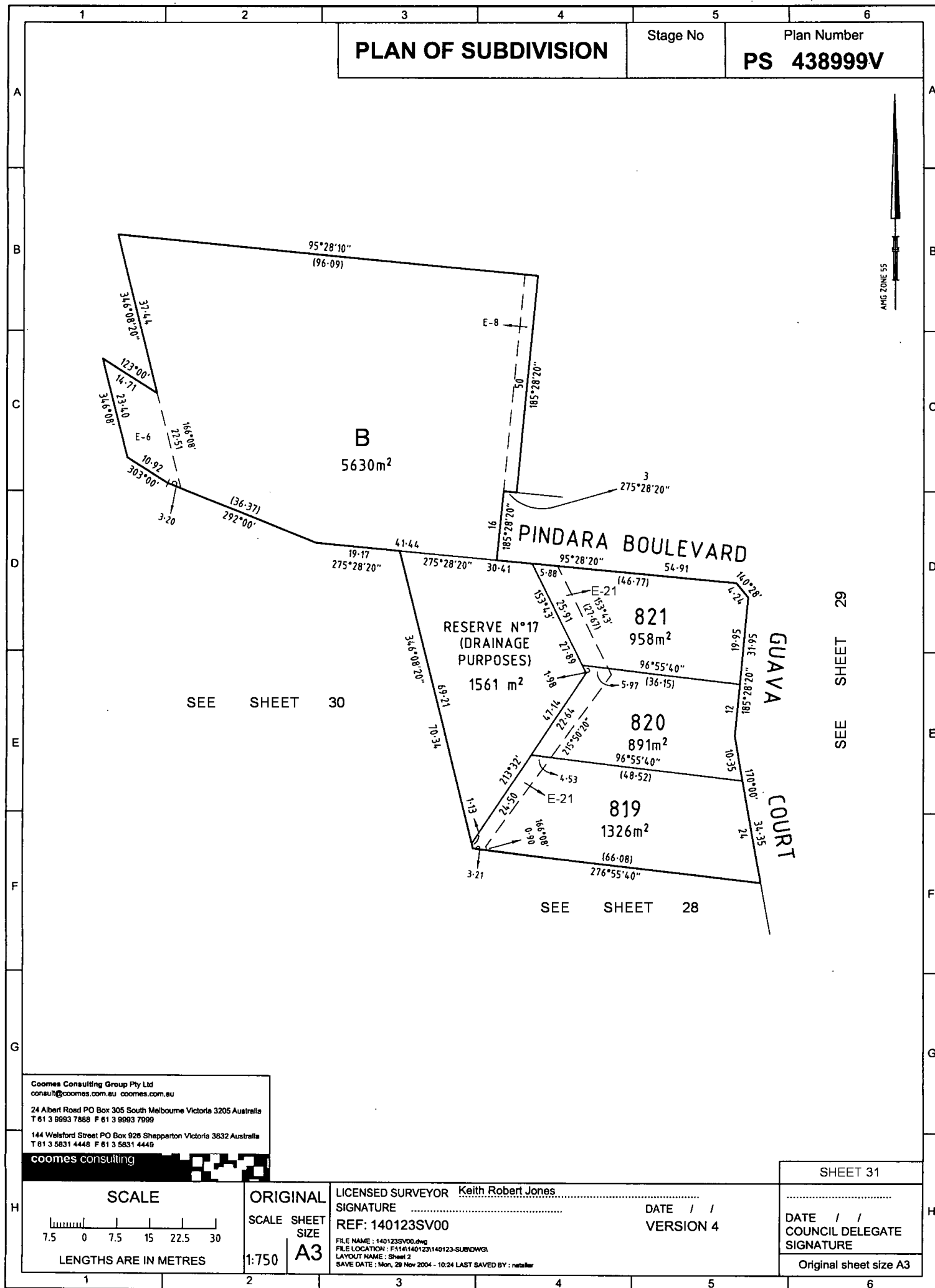
Agricultural Engineering

Consulting Group Pty Ltd

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PS 438999V

Owners corporation information
formerly contained on Sheets

32, 33 & 34

of this plan is now available in the
Owners Corporation Search Report

Sheets

33 & 34

have been removed from this plan

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan of subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Benefited Lot 1 to 48 on the Plan of Subdivision

Land to be burdened Lot 2 to 48 on the Plan of Subdivision

Description of Restriction

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan shall not

- build or allow to be built more than one dwelling house together with the usual outbuildings,
- build or allow to be built a dwelling house.
 - the external wall (excluding windows) of which are not at least 75% constructed from brick, brick veneer, stone, masonry or masonry veneer,
 - the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material,
 - any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street,
- build or allow to be built a dwelling house which does not incorporate an attached or detached lock up garage.-
 - which is constructed from the building materials set out in (b)(i) and (ii) above only; and
 - which is capable of housing at least two motor vehicles,
- build or allow to be built a dwelling house which has a floor area (excluding the area of any garage, verandah, carport or other outbuilding) of less than 186 square metres,
- build or allow to be built any building.
 - on lots 2 to 29 (both inclusive) and Lots 32 to 48 (both inclusive) within 7.5 metres of the front boundary and in the case where the lot has its front boundary and one side boundary abutting a street, within 7.5 metres of the front boundary and within 2 metres of the side boundary which abuts the street, and
 - on all other lots in the Plan within 5 metres of the front lot boundary and in case where the lot has its front boundary and one side boundary abutting a street, within five metres of the front boundary and within 2 metres of the side boundary line which abuts the street;

provided always that the restrictions hereunder shall be any greater distances as required by the responsible authority
- Notwithstanding (e) above and in respect of Lots 12 to 29 (both inclusive) build or allow to be built any building within 10 metres of the boundary or boundaries of the lot that abuts the land shown on the Plan as Drainage Reserve (Reserve No 2),
- Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or colored non-reflective metal or any combination thereof,
- erect or cause or permit to be erected, or remain erected
 - on either side boundary or the rear boundary of the Lot or any of the lots hereby transferred any fence of a height more than 18 metres
 - any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence,
 - on any part of the front boundary of any Lot a fence the height of which exceeds 1.5m and, if the height exceeds 1.2m, which is less than 50% transparent
 - any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback referred to in (e) above unless a front fence is constructed
 - notwithstanding (i) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence.-
 - that is of the same design and construction as the front fence along the whole of the side boundary or
 - that is of the same design and construction as the front fence along that part of the side boundary from the front boundary to at least the minimum front boundary set back referred to in (e) above and of the same design and construction prescribed in (i) above along the remainder of that side boundary.

Notwithstanding the above, nothing shall prevent.-

 - Australand Holdings Limited from erecting at its own expense.-
 - along the boundaries of Lots 12 to 29 (both inclusive) that abut Drainage Reserve No.2 on the Plan a feral animal proof fence of timber palings with firstly a timber cap and secondly timber palings exposed on both sides and of a height of 18 metres above ground level and a section 30 centimetres below ground level; and
 - and along the boundaries of Lots 2 to 11 (both inclusive) that abut Reserve for Municipal Purposes No. 1 on the Plan a fence of timber palings with firstly a timber cap and secondly timber palings exposed on both sides and of a height of 18 metres,

provided always that nothing shall prevent Australand Holdings Ltd from altering or modifying the style or type or extent of the fences referred to in (aa) and (bb) if required to do so by the Responsible Authority, and

PETER HERBERT & ASSOC. (VIC.) P/L

CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, VIC 3930

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SCALE

0



LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET

A3

LICENSED SURVEYOR (PRINT).....ALAN L. RUNITING.....

SIGNATURE

REF 3449/PS-1

DATE / /

VERSION 13

CN

SHEET 35

DATE / /

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150m

LT02.DGN

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

Description of Restriction continued

(y) the Registered Proprietor of each of those burdened lots from time to time replacing such fence with a fence of the same type subject always to the requirements of the Responsible Authority

(i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot,

j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot,

(k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd, and

(l) at any time bring any cat or permit any cat to be brought onto the lot or on to any other land on the Plan

PETER HERBERT & ASSOC. (VIC.) P/L

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AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA . 3930

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
	A3

LICENSED SURVEYOR (PRINT).....ALAN L. RUNITING.....

SHEET 36

SIGNATURE

DATE / /

REF 3449/PS-1

VERSION 13

CN

DATE / /

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LT02.06N

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan of subdivision (P S 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Benefited: Lot 49 to 83 on the Plan of Subdivision

Land to be burdened: Lot 49 to 83 on the Plan of Subdivision

Description of Restriction

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan shall not:

- (a) build or allow to be built more than one dwelling house together with the usual outbuildings,
- (b) build or allow to be built a dwelling house.
 - (i) the external wall (excluding windows) of which are not at least 75% constructed from brick, brick veneer, stone, masonry or masonry veneer,
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material,
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street,
- (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock up garage -
 - (i) which is constructed from the building materials set out in (b)(i) and (a) above only, and
 - (ii) which is capable of housing at least two motor vehicles,
- (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage, verandah, carport or other outbuilding) of less than 186 square metres;
- (e) build or allow to be built any building
 - (i) on Lots 62 to 69 (both inclusive) within 7.5 metres of the front boundary and in the case where the lot has its front boundary and one side boundary abutting a street; within 7.5 metres of the front boundary and within 2 metres of the side boundary which abuts the street, and
 - (ii) on all other lots in the Plan within 5 metres of the front lot boundary and in case where the lot has its front boundary and one side boundary abutting a street, within five metres of the front boundary and within two metres of the side boundary line which abuts the street;

provided always that the restrictions hereunder shall be any greater distances as required by the responsible authority.
- (f) Not Applicable
- (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or colored non-reflective metal or any combination thereof,
- (h) erect or cause or permit to be erected or remain erected
 - (i) on either side boundary or the rear boundary of the Lot or any of the lots hereby transferred any fence of a height more than 18 metres
 - (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence,
 - (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5m and, if the height exceeds 1.2m, which is less than 50% transparent
 - (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback referred to in (e) above unless a front fence is constructed.
 - (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence -
 - (aa) that is of the same design and construction as the front fence along the whole of the side boundary or
 - (bb) that is of the same design and construction as the front fence along that part of the side boundary from the front boundary to at least the minimum front boundary setback referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary.

Notwithstanding the above, nothing shall prevent:-

- (x) Australand Holdings Limited from erecting at its own expense along the boundaries of Lots 72 to 83 (both inclusive) that abut Lloyd Park Reserve and along the boundary of Lot 83 that abuts the Reserve for Municipal Purposes No. 1 on the Plan a fence of timber palings with firstly a timber cap and secondly timber palings exposed on both sides and of a height of 1.8 metres; provided always that nothing shall prevent Australand Holdings Ltd from altering or modifying the style or type or extent of the fences if required so to do by the Responsible Authority, and

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SCALE

ORIGINAL

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING

SHEET 37

0

SCALE

SHEET

SIZE

A3

SIGNATURE

DATE / /

REF 3449/PS-2

VERSION 10

CN

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

LENGTHS ARE IN METRES

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LT02.DGN

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

Description of Restriction continued

- (y) the Registered Proprietor of each of those burdened lots from time to time replacing such fence with a fence of the same type subject always to the requirements of the Responsible Authority.
- (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot,
- j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot,
- (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd, and
- (l) at any time bring any cat or permit any cat to be brought onto the lot or on to any other land on the Plan

PETER HERBERT & ASSOC. (VIC.) P/L

CONSULTING SURVEYORS, TOWN PLANNERS
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SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930

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SCALE

0



LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET

A3

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING

SIGNATURE DATE / /

REF 3449/PS-2

VERSION 10

MEADOWLANDS

(Ref: stage1.dgn - Ln2) CN

SHEET 38

DATE / /

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LT02.DGN

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan of subdivision (P.S.438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Benefited: Lot 84 to 111 on the Plan of Subdivision

Land to be Burdened: Lot 84 to 111 on the Plan of Subdivision

DESCRIPTION OF RESTRICTION:

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:

- a) build or allow to be built more than one dwelling house together with the usual outbuildings
- b) build or allow to be built a dwelling house:
 - (i) the external wall (excluding windows) of which are not at least 75% constructed from brick, brick veneer, stone, masonry or masonry veneer,
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material,
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street,
- c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:
 - (i) which is constructed from the building material set out in (b) (i) and (iii) above only; and
 - (ii) which is capable of housing at least two motor vehicles;
- d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage, verandah, carport or other outbuilding) of less than 186 square metres,
- e) build or allow to be built any building:
 - (i) on or within that part of each of Lots 84 to 89 (inclusive) which is between the front boundary and a straight line being drawn between a point on each side boundary which is 7.5 metres from the front boundary;
 - (ii) as to Lot 93 on or within that part of the lot which is between its front boundary abutting Pindara Boulevard and a straight line drawn at right angles to the southern side boundary of the Lot in a northerly direction from a point on the southern side boundary which is 7.5 metres from the front boundary to the point on the northern side boundary where the line meets the said boundary;
 - (iii) as to Lot 97 on or within that part of the Lot which is between its front boundary abutting Apple Berry Avenue and a straight line drawn at right angles to the southern side boundary of the Lot in a northerly direction from a point on the southern side boundary which is 5 metres from the front boundary to the point on the northern side boundary where the line meets the said boundary;
 - (iv) as to Lot 100 on or within that part of the Lot which is between its front boundary abutting Apple Berry Avenue and a straight line drawn at right angles to the northern side boundary of the Lot in a southerly direction from a point on the northern side boundary which is 5 metres from the front boundary to the point on the southern side boundary where the line meets the said boundary;
 - (v) as to Lot 107 on or within that part of the Lot which is between its front boundary abutting Apple Berry Avenue and a straight line drawn at right angles to the southern side boundary of the Lot in a northerly direction from a point on the southern side boundary which is 5 metres from the front boundary to the point on the northern side boundary where the line meets the said boundary;
 - (vi) as to Lot 110 on or within that part of the Lot which is between its front boundary abutting Snowbush Link and a straight line drawn at right angles to the western side boundary of the Lot in a easterly side direction from a point on the western side boundary which is 5 metres from the front boundary to the point on the eastern boundary where the line meets the said boundary;
 - (vii) as to any other Lot within 5 metres of any part of the front boundary;
 - (viii) in the case of any Lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;

For the purpose of this paragraph where a distance is specified without reference to an angle and/or direction, the distance is to be measured at right angles to the boundary referred to in the subparagraph and in the case of a Lot of which two boundaries each abut a street, the front boundary shall be deemed to be the shorter of them.
- f) Not Applicable;
- g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;

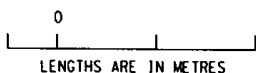
PETER HERBERT & ASSOC. (VIC.) P/L

CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA . 3930

PHONE. No. (03) 9787 2980 FAX. No. (03) 9787 4763 ACN 067 077 614

SCALE



ORIGINAL

SCALE SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNTING

SHEET 39

SIGNATURE DATE 12/6/02
REF 3449/PS VERSION 15
(Ref: stage3.dgn - Ln2) CN

DATE 18/6/02
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LT02.DGN

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 438999V

DESCRIPTION OF RESTRICTION Continued:

h) erect or cause or permit to be erected or remain erected.

- (ii) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres
- (iii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence;
- (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50% transparent
- (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback referred to in (e) above unless a front fence is constructed
- (v) notwithstanding (ii) and (iv) above, in the case of a Lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:
 - (aa) that is of the same design and construction as the front fence along the whole of the side boundary, or
 - (bb) that is of the same design and construction as the front fence along that part of the side boundary from the front boundary to at least the minimum front boundary set back referred to in (e) above and of the same design and construction prescribed in (iii) above along the remainder of that side boundary.

i) park or permit to be parked any commercial vehicle with a carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot;

j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot;

k) within five years of registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the Lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the Lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the Lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd, and;

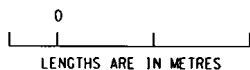
l) at any time bring any cat or permit any cat to be brought onto the Lot or on to any other land on the Plan.

PETER HERBERT & ASSOC. (VIC.) P/L

CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930
PHONE: No. (03) 9787 2980 FAX: No. (03) 9787 4763 ACN 067 077 614

SCALE



ORIGINAL

SCALE SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT)..... ALAN L. RUTING

SHEET 40

SIGNATURE DATE 12 / 6 / 02

REF 3449/PS

VERSION 15

(Ref: stage3.dgn - Ln2) CN

DATE 18 / 6 / 02

COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION				Stage No	Plan Number PS 438999V
CREATION OF RESTRICTION					
The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988. Land to be Benefited: Lots 401 to 433 and Reserve No. 8 on the Plan of Subdivision Land to be Burdened: Lots 401 to 433 on the Plan of Subdivision <u>Description of Restriction</u> Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not: (a) build or allow to be built more than one dwelling house together with the usual out buildings; (b) build or allow to be built a dwelling house; (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer, (ii) the roof which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material, (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street; (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:- (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and (ii) which is capable of housing at least two motor vehicles; (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage, verandah, carport or other outbuilding) of less than 186 square metres; (e) build or allow to be built any building: (i) as to Lots 431 and 432 within 5 metres of any part of the southern boundary being the front boundary of the lot and within 100 metres of any part of the northern boundary of the lot; (ii) as to Lot 433 within 10 metres of any part of the southern boundary being the front boundary; within 10 metres of any part of the eastern boundary; and within 100 metres of any part of the northern boundary of the lot; (iii) as to any other lot within 5 metres of any part of the front boundary; (iv) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street; For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph; (f) In the case of Lot 433; build or allow to be built:- (i) any dwelling house or other building requiring sewerage service which has a minimum finished floor level height of less than reduced level 51.75 metres measured to the Australian Height Datum; and (ii) any other building which has a minimum finished floor level height of less than reduced level 51.25 metres measured to the Australian Height Datum; (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;					
ORIGINAL SCALE SHEET SIZE A3 LICENSED SURVEYOR (PRINT) TERRY J MAWSON SIGNATURE DATE / / REF 140011SV00 VERSION 9 FILE NAME : 140011SV00.dwg FILE LOCATION : F:\141114001\1140011-SUB\dwg\1 SAVED BY : DeanM PLOT DATE : 05/03/2003 - 9:37					SHEET 41 DATE / / COUNCIL DELEGATE SIGNATURE
Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Coomes Consulting Group Pty Ltd 34 Albert Road South Melbourne VIC 3207 Australia Phone: 03 9580 1166 Fax: 03 9580 4388 Email: coomes@coomes.com.au Web: www.coomes.com.au					
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PLAN OF SUBDIVISION				Stage No	Plan Number PS 438999V
CREATION OF RESTRICTION					
A					A
B					B
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F					F
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H					H

(h) erect or cause or permit to be erected or remain erected:-

- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres;
- (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence;
- (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent;
- (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback referred to in (e) above unless a front fence is constructed;
- (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:-
 - (aa) that is of the same design and construction as the front fence along the whole of the side boundary or
 - (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary;

Notwithstanding the above:-

- (xx) in the case of Lots 431 to 433 (both inclusive) any fence along the northern boundary of the lot except either a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level or a fence of timber palings with firstly a timber cap, and secondly with timber posts exposed on both sides of the fence and of a height of not more than 1.8 metres but subject to any law or regulation or right of any adjoining land owner;
- (yy) in the case of Lots 431 and 432, any fence on the eastern and western boundaries of the lot except a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level along that part of the said eastern or western boundary of the lot (as the case requires) from the point where that boundary meets the northern boundary of the lot to the point which is 100 metres from the northern boundary and which is of the same design and construction as specified in (h) (i) and (ii) above and which complies with (h)(iv) along the remainder of the said boundary but subject to any law or regulation; and
- (zz) in the case of Lot 433:
 - (i) any fence on the western boundary of the lot except a post and multiple strand of plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level along that part of the said western boundary from the point where the western boundary meets the northern boundary of the lot to the point which is 100 metres from the northern boundary and which is of the same design and construction as specified in (h)(i) and (ii) above and which complies with (h)(iv) along the remainder of the said western boundary but subject to any law or regulation and for the purposes of this paragraph the minimum front boundary setback for any fence erected on the western boundary of this lot shall be 5 metres; and
 - (ii) any fence on the eastern boundary of the lot except a post and multiple strand of plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level along that part of the said eastern boundary from the point where the eastern boundary meets the northern boundary of the lot to the point which is 100 metres from the northern boundary and for the remainder of the eastern boundary and that part of the southern boundary of lot 433 that abuts Drainage Reserve No 7 on the plan except a feral animal proof fence of timber palings with firstly a timber cap and secondly timber palings exposed on both sides and of a height of 1.8 metres above ground level and a section 30 centimetres below ground level - but subject to any law or regulation or right of any adjoining land owner.

For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph

- (i) park or permit to be parked any vehicle with carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot;
- (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot;
- (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and
- (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.

Coomes Consulting Group Pty Ltd 24 Albert Road, Melbourne VIC 3207 Australia A/CN 62 66 Tel: 03 9594 1946 Fax: 03 9594 4369 Email: info@coomes.com.au Web: www.coomes.com.au	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT) <u>TERRY J MAWSON</u> SIGNATURE _____ DATE / / REF 140011SV00 VERSION 9 FILE NAME : 140011SV00.dwg FILE LOCATION : F:\141\140011\140011-SUB.dwg SAVED BY : DeanM PLOT DATE : 06/03/2003 - 9:56	SHEET 42 DATE / / COUNCIL DELEGATE SIGNATURE _____
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	PLAN OF SUBDIVISION	Stage No	LTO use only	Plan Number PS 438999V
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CREATION OF RESTRICTION

The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Benefited: Lots 434 to 443 and Road R-6 on the Plan of Subdivision

Land to be Burdened: Lots 434 to 443 on the Plan of Subdivision

Description of Restriction

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:

- (a) build or allow to be built more than one dwelling house together with the usual out buildings;
- (b) build or allow to be built a dwelling house;
 - (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer,
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material,
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;
- (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:-
 - (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and
 - (ii) which is capable of housing at least two motor vehicles;
- (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage, verandah, carport or other outbuilding) of less than 186 square metres;
- (e) build or allow to be built any building:
 - (i) as to Lots 441 to 443 (all inclusive) within 5 metres of any part of the southern boundary being the front boundary of the lot and within 100 metres of any part of the northern boundary of the lot;
 - (ii) as to any other lot within 5 metres of any part of the front boundary;
 - (iii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;

For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;

- (f) Not Applicable.
- (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;

SHEET 43

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering



Coomes

Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
A/CN 629 631 Tel (61 3) 9690 1966 Fax (61 3) 9690 4569
Email coomes@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) TERRY J MAWSON

SIGNATURE DATE / /

REF 140015SV00

VERSION 6

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COUNCIL DELEGATE SIGNATURE

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	PLAN OF SUBDIVISION	Stage No.	LTO use only	Plan Number PS 438999V
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CREATION OF RESTRICTION

- (h) erect or cause or permit to be erected or remain erected:-
- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres;
 - (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence;
 - (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent;
 - (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed;
 - (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:-
 - (aa) that is of the same design and construction as the front fence along the whole of the side boundary or
 - (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary;

Notwithstanding the above in the case of Lots 441 to 443 (both inclusive) any fence:

- (xx) on the northern boundary of the lot except either a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level or a fence of timber palings with firstly a timber cap, and secondly with timber posts exposed on both sides of the fence and of a height of not more than 1.8 metres but subject to any law or regulation or right of any adjoining land owner; and
- (yy) on the eastern and western boundaries of the lot except a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level along that part of the said eastern or western boundary of the lot (as the case requires) from the point where that boundary meets the northern boundary of the lot to the point which is 100 metres from the northern boundary and which is of the same design and construction as specified in (h)(i) and (ii) above and which complies with (h)(iv) along the remainder of the said boundary but subject to any law or regulation

For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;

- (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot;
- (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot;
- (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for without the consent of Australand Holdings Ltd; and
- (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.

SHEET 44

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

Coomes
Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
Aust 03 959 629 633 Tel (a) 3 9690 1966 Fax (a) 3 9690 4569
Email coomes@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) TERRY J MAWSON

SIGNATURE DATE / /

REF 140015SV00

VERSION 6

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COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V			
A	CREATION OF RESTRICTION				A		
The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988. Land to be Benefited: Lots 501 to 519 and Road R-7 on the Plan of Subdivision Land to be Burdened: Lots 501 to 519 on the Plan of Subdivision Description of Restriction Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not: (a) build or allow to be built more than one dwelling house together with the usual out buildings; (b) build or allow to be built a dwelling house; (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer, (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material, (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street; (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:- (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and (ii) which is capable of housing at least two motor vehicles; (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage, verandah, carport or other outbuilding) of less than 186 square metres; (e) build or allow to be built any building: (i) within 5 metres of any part of the front boundary; (ii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street; For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph; (f) Not Applicable. (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;						B	B
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Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Coomes Consulting Group Pty Ltd 34 Albert Road, South Melbourne, VIC 3205 Australia A/CN 00000001 Tel: 03 9595 1133 Fax: 03 9595 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR Keith Robert Jones SIGNATURE DATE / / REF: 140016SV00 VERSION 4 FILE NAME : 140016SV00.dwg FILE LOCATION : F:\140016\140016-SUB\DWG\1 LAYOUT NAME : Sheet 4 SAVE DATE : Fri, 31 Jan 2003 - 12:16 LAST SAVED BY : albertg	SHEET 45 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		
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1	2	3	4	5	6
PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V	
A	<u>CREATION OF RESTRICTION</u>				A
B	(h) erect or cause or permit to be erected or remain erected:- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres; (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence; (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent; (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed; (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:- (aa) that is of the same design and construction as the front fence along the whole of the side boundary or (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary;				B
C					C
D	For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph; (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot; (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot; (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.				D
E					E
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H	SHEET 46				H
 Coomes Consulting Group Pty Ltd 14 Albert Road South Melbourne VIC 3205 Australia ACN 069 651 741 61 9993 7553 Facs 9993 7999 Email coomes@coomes.com.au Web www.coomes.com.au		ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR Keith Robert Jones SIGNATURE DATE / / REF: 140016SV00 VERSION 4 FILE NAME : 140016SV00.dwg FILE LOCATION : F:\141140016\140016-SUB\DWG\ LAYOUT NAME : Sheet 5 SAVE DATE : Fri, 31 Jan 2003 - 12:16 LAST SAVED BY : ulberg		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
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PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V	
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B					B
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H					H

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Benefited: Lots 520 to 528 and Roads R-8 on the Plan of Subdivision

Land to be Burdened: Lots 520 to 528 on the Plan of Subdivision

Description of Restriction

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:

- (a) build or allow to be built more than one dwelling house together with the usual out buildings;
- (b) build or allow to be built a dwelling house;
 - (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer,
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material,
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;
- (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:-
 - (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and
 - (ii) which is capable of housing at least two motor vehicles;
- (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage, verandah, carport or other outbuilding) of less than 186 square metres;
- (e) build or allow to be built any building:
 - (i) as to Lots 526 to 528 (all inclusive) within 5 metres of any part of the southern boundary being the front boundary of the lot and within 100 metres of any part of the northern boundary of the lot;
 - (ii) as to any other lot within 5 metres of any part of the front boundary;
 - (iii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;

For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;

- (f) Not Applicable.
- (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;

Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne VIC 3205 Australia Acresmore ex Tel (03) 9993 7888 Fax (03) 9993 7999 Email coomes@coomes.com.au Web www.coomes.com.au	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR Keith Robert Jones SIGNATURE DATE / / REF: 140017SV00 VERSION 7 FILE NAME : 140017SV00.dwg FILE LOCATION : F:\141140017\140017-SUB 1DWG1 LAYOUT NAME : Sheet 4 SAVE DATE : Fri, 09 May 2003 - 16:20 LAST SAVED BY : AdamC	SHEET 47 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		
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PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V	
A	<u>CREATION OF RESTRICTION</u>				A
B	(h) erect or cause or permit to be erected or remain erected:- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres; (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence; (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent; (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed; (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:- (aa) that is of the same design and construction as the front fence along the whole of the side boundary or (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary; Notwithstanding the above in the case of Lots 526 to 528 (both inclusive) any fence: (xx) along the northern boundary of the lot except either a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level or a fence of timber palings with firstly a timber cap, and secondly with timber posts exposed on both sides of the fence and of a height of not more than 1.8 metres but subject to any law or regulation or right of any adjoining land owner; and (yy) on the eastern and western boundaries of the lot except a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level along that part of the said eastern or western boundary of the lot (as the case requires) from the point where that boundary meets the northern boundary of the lot to the point which is 100 metres from the northern boundary and which is of the same design and construction as specified in (h)(i) and (ii) above and which complies with (h)(iv) along the remainder of the said boundary but subject to any law or regulation For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph; (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot; (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot; (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.				B
C					C
D					D
E					E
F					F
G					G
H	 Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne, Vic 3205 Australia t 9594 4940 f 9593 7888 p 9593 7999 Email: enquiry@coomes.com.au Web: www.coomes.com.au ORIGINAL SCALE SHEET SIZE A3 LICENSED SURVEYOR Keith Robert Jones SIGNATURE DATE / / REF: 140017SV00 VERSION 7 FILE NAME : 140017SV00.dwg FILE LOCATION : F:\14\140017\140017-SUB\DWG\1 LAYOUT NAME : Sheet 5 SAVE DATE : Fri, 09 May 2008 - 15:20 LAST SAVED BY : AdamC SHEET 48 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3				H
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PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V	
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CREATION OF RESTRICTION

The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Benefited: Lots 601 to 632, Roads R-9 and Reserves 9 & 10 on the Plan of Subdivision

Land to be Burdened: Lots 601 to 632 on the Plan of Subdivision

Description of Restriction

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan"), the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:

- (a) build or allow to be built more than one dwelling house together with the usual out buildings;
- (b) build or allow to be built a dwelling house;
 - (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer,
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material,
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;
- (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:-
 - (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and
 - (ii) which is capable of housing at least two motor vehicles;
- (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage, verandah, carport or other outbuilding) of less than 186 square metres;
- (e) build or allow to be built any building:
 - (i) as to Lots 625 to 631 (all inclusive) within 5 metres of any part of the southern boundary being the front boundary of the lot and within 100 metres of any part of the northern boundary of the lot;
 - (ii) as to any other lot within 5 metres of any part of the front boundary;
 - (iii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;

provided always that the distances in (e) (i), (ii) and (iii) above, shall be greater if required by the Responsible Authority.

For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;
- (f) Not Applicable.
- (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;

Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Coomes Consulting Group Pty Ltd 24 Albert Road Suite 100 Melbourne VIC 3202 Australia ACR 00000001 Tel: 03 9995 7888 Fax: 03 9995 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR KEITH ROBERT JONES SIGNATURE DATE / / REF: 140018SV00 VERSION 7 FILE NAME : 140018SV00.dwg FILE LOCATION : F:\141\140018\140018-SUB\DWG\1 LAYOUT NAME : Sheet 5 SAVE DATE : Tue, 02 Sep 2003 - 14:31 LAST SAVED BY : DeanM	SHEET 49 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		
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PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V						
A	<u>CREATION OF RESTRICTION</u>				A					
B	(h) erect or cause or permit to be erected or remain erected:- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres; (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence; (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent; (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed; (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:- (aa) that is of the same design and construction as the front fence along the whole of the side boundary or (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary; Notwithstanding the above in the case of Lots 625 to 631 (all inclusive) any fence: (xx) along the northern boundary of the lot except either a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level or a fence of timber palings with firstly a timber cap, and secondly with timber posts exposed on both sides of the fence and of a height of not more than 1.8 metres but subject to any law or regulation or right of any adjoining land owner, and (yy) on the eastern and western boundaries of the lot except a post and multiple strand plain wire fence of a height of not more than 1.5 metres and with the lowest strand being at least 200mm above ground level along that part of the said eastern or western boundary of the lot (as the case requires) from the point where that boundary meets the northern boundary of the lot to the point which is 100 metres from the northern boundary and which is of the same design and construction as specified in (h)(i) and (ii) above and which complies with (h)(iv) along the remainder of the said boundary but subject to any law or regulation Notwithstanding the above in the case of Lots 617 to 621 (both inclusive) and Lot 624 any fence along the south west boundary of the lot except a 1.8 metre high capped timber paling fence with timber posts exposed on both sides but subject to any rights of the adjoining land owner. For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph; (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot; (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot; (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.				B					
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H	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;"> Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering </td> <td style="padding: 5px; text-align: center;"> ORIGINAL SCALE SHEET SIZE A3 </td> <td style="padding: 5px;"> LICENSED SURVEYOR KEITH ROBERT JONES SIGNATURE DATE / / REF: 140018SV00 VERSION 7 FILE NAME : 140018SV00.dwg FILE LOCATION : F:\141\140018\140018-SUB\DWG\1 LAYOUT NAME : Sheet 8 SAVE DATE : Tue, 02 Sep 2003 - 14:31 LAST SAVED BY : DarrinM </td> <td style="padding: 5px;"> SHEET 50 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3 </td> </tr> </table>				Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering		ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR KEITH ROBERT JONES SIGNATURE DATE / / REF: 140018SV00 VERSION 7 FILE NAME : 140018SV00.dwg FILE LOCATION : F:\141\140018\140018-SUB\DWG\1 LAYOUT NAME : Sheet 8 SAVE DATE : Tue, 02 Sep 2003 - 14:31 LAST SAVED BY : DarrinM	SHEET 50 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	H
Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering		ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR KEITH ROBERT JONES SIGNATURE DATE / / REF: 140018SV00 VERSION 7 FILE NAME : 140018SV00.dwg FILE LOCATION : F:\141\140018\140018-SUB\DWG\1 LAYOUT NAME : Sheet 8 SAVE DATE : Tue, 02 Sep 2003 - 14:31 LAST SAVED BY : DarrinM	SHEET 50 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3						
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PLAN OF SUBDIVISION

Stage No

Plan Number

PS 438999V

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Benefited: Lots 701 to 737 and Roads R-10 on the Plan of Subdivision

Land to be Burdened: Lots 701 to 737 on the Plan of Subdivision

Description of Restriction

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan") the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:

- (a) build or allow to be built more than one dwelling house together with the usual out buildings;
 - (b) build or allow to be built a dwelling house;
 - (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer;
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material;
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;
 - (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:-
 - (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and
 - (ii) which is capable of housing at least two motor vehicles;
 - (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage verandah carport or other outbuilding) of less than 186 square metres;
 - (e) build or allow to be built any building:
 - (i) on lots 701 to 725 (both inclusive) within 7.5 metres of the front boundary;
 - (ii) on lots 726 to 737 (both inclusive) within 5 metres of the front boundary;
 - (iii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;
- provided always that the distances in (e) (i), (ii) and (iii) above, shall be greater if required by the Responsible Authority.
- For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;
- (f) Not Applicable.
 - (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;

SHEET 51

Engineering & Surveying
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ORIGINAL
SCALE SHEET
SIZE
A3

LICENSED SURVEYOR **Keith Robert Jones**
SIGNATURE DATE / /
REF: 140019SV00 VERSION 4
FILE NAME : 140019SV00.dwg
FILE LOCATION : F:\14\140019\140019-SUB\dwg\1
LAYOUT NAME : Sheet 5
SAVE DATE : Tue, 02 Sep 2003 - 14:34 LAST SAVED BY : HaydenH

DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 438999V

CREATION OF RESTRICTION

- (h) erect or cause or permit to be erected or remain erected:-
- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres;
 - (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence;
 - (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent;
 - (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed;
 - (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:-
 - (aa) that is of the same design and construction as the front fence along the whole of the side boundary or
 - (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary;
 - (vi) Notwithstanding the above, nothing shall prevent Australand Holdings Ltd from erecting along the entire northern boundary of Lots 708 to 722 (both inclusive) and along that part of the northern boundary of Lot 707 which is not shared in common with Lot 616 a fence which does not comply with (h) (i) and (ii) above and the registered proprietor for the time being of these lots replacing the said fences from time to time with fences of the same style and type as constructed but subject to any law or regulation and right of any adjoining land owner.

For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;

- (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot;
- (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot;
- (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and
- (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.

SHEET 52

Engineering & Surveying
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ORIGINAL
SCALE SHEET
SIZE
A3

LICENSED SURVEYOR **Keith Robert Jones**
SIGNATURE DATE / /
REF: 140019SV00 VERSION 4
FILE NAME : 140019SV00.dwg
FILE LOCATION : F:\141140019\140019-SUB-UDWG1
LAYOUT NAME : Sheet 5
SAVE DATE : Mon, 29 Sep 2003 - 11:24 LAST SAVED BY : HaydenH

DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 438999V

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in Subdivision Act 1988.

Land to be Benefited: Lots 1201 to 1218 and Roads R-12 on the Plan of Subdivision

Land to Burdened: Lots 1201 to 1218 on the Plan of Subdivision

Description of Restriction:

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan") the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:

- (a) build or allow to be built more than one dwelling house together with the usual out buildings;
 - (b) build or allow to be built a dwelling house:-
 - (i) the external walls (excluding windows) of which are not at least 75 % constructed from brick, brick veneer, stone, masonry or masonry veneer;
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material;
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;
 - (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:-
 - (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and
 - (ii) which is capable of housing at least two motor vehicles;
 - (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage verandah carport or other outbuilding) of less than 186 square metres;
 - e) build or allow to built any building:-
 - (i) Not Applicable
 - (ii) on lots 1201 to 1218 (both inclusive) within 5 metres of the front boundary;
 - (iii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;

provided always that the distances in (e) (i), (ii) and (iii) above, shall be greater if required by the Responsible Authority.
- For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;
- (f) Not Applicable.
 - (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;

SHEET 53

Engineering & Surveying
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Email coomes@coomes.com.au Web www.coomes.com.au

ORIGINAL
SCALE SHEET
SIZE
A3

LICENSED SURVEYOR **Keith Robert Jones**
SIGNATURE DATE / /
REF: 140122SV00 VERSION 7
FILE NAME : 140122SV00.dwg
FILE LOCATION : F:\1411\140122\140122-SUB\dwg1
LAYOUT NAME : Sheet 9
SAVE DATE : Thu, 23 Oct 2003 - 10:41 LAST SAVED BY : nrtalier

DATE / /
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SIGNATURE

Original sheet size A3

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PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V	
A	CREATION OF RESTRICTION				A
B	(h) erect or cause or permit to be erected or remain erected:- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres; (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence; (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50 % transparent; (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed; (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:- (aa) that is of the same design and construction as the front fence along the whole of the side boundary or (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary; (vi) Not Applicable For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph; (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot; (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot; (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.				B
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H	SHEET 54				H
Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia A/N 03 920 02 12 Tel: 03 9492 7551 Fax: 03 9492 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au		ORIGINAL SCALE SHEET SIZE A3		LICENSED SURVEYOR Keith Robert Jones SIGNATURE DATE / / REF: 140122SV00 VERSION 7 FILE NAME: 140122SV00.dwg FILE LOCATION: P: 140140122140122-SUB\dwg1 LAYOUT NAME: Sheet 10 SAVE DATE: Thu, 23 Oct 2003 - 10:41 LAST SAVED BY: neteller	
				DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	
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PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V	
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C					C
D					D
E					E
F					F
G					G
H					H

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be Benefited: Lots 801 to 807, 809 to 818 and Roads R-11 on the Plan of Subdivision

Land to be Burdened: Lots 801 to 807, 809 to 818 on the Plan of Subdivision

Description of Restriction

Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan") the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:

- (a) build or allow to be built more than one dwelling house together with the usual out buildings;
- (b) build or allow to be built a dwelling house;
 - (i) the external walls (excluding windows) of which are not at least 75% constructed from brick, brick veneer, stone, masonry or masonry veneer;
 - (ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material;
 - (iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;
- (c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:-
 - (i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and
 - (ii) which is capable of housing at least two motor vehicles;
- (d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage verandah carport or other outbuilding) of less than 186 square metres;
- (e) build or allow to be built any building:
 - (i) on lots 801 to 807, 809 to 811 (all inclusive) within 7.5 metres of the front boundary;
 - (ii) on lots 812 to 818 (all inclusive) within 5 metres of the front boundary;
 - (iii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;
 - (iv) as to lots 816 to 818 (all inclusive) within 10 metres of the western boundary abutting Reserve No15;

provided always that the distances in (e) (i), (ii), (iii) and (iv) above, shall be greater if required by the Responsible Authority.

For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;

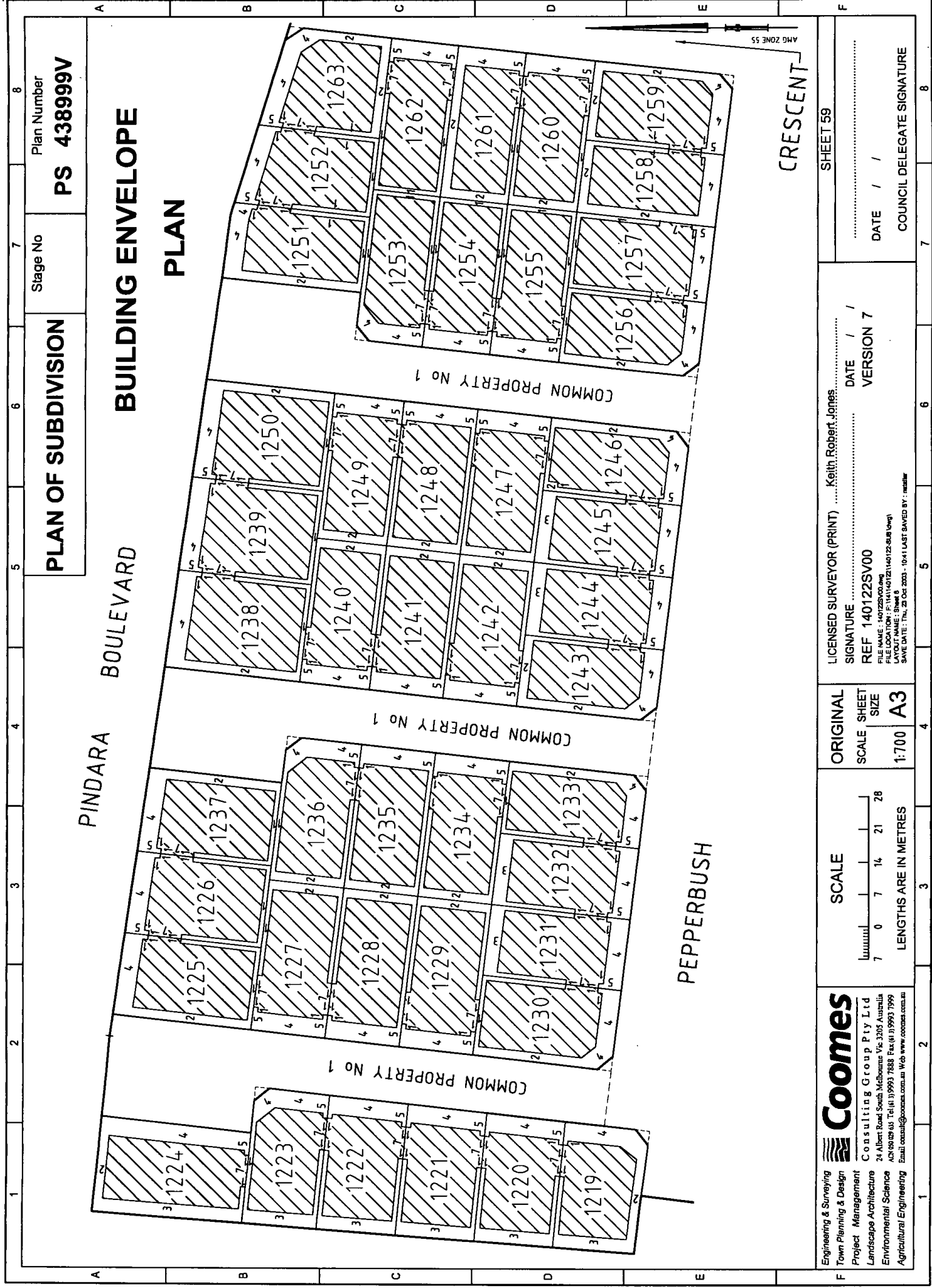
- (f) Not Applicable.
- (g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;

Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Coomes Consulting Group Pty Ltd 34 Albert Road South Melbourne VIC 3205 Australia 03 9592 0200 Tel 03 9592 7288 Fax 03 9592 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR <u>Keith Robert Jones</u> SIGNATURE DATE / / REF: 140120SV00 VERSION 11 FILE NAME : 140120SV00.dwg FILE LOCATION : F:\14\140120\140120-SUBDIVG LAYOUT NAME : Sheet 5 SAVE DATE : Thu, 26 Oct 2004 - 11:15 LAST SAVED BY : HaydenH	Sheet 55 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		
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PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V								
A	<u>CREATION OF RESTRICTION</u>				A							
B	(h) erect or cause or permit to be erected or remain erected:- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres; (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence; (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50% transparent; (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed; (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:- (aa) that is of the same design and construction as the front fence along the whole of the side boundary or (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary; (vi) Notwithstanding the above, nothing shall prevent Australand Holdings Ltd from erecting along the entire northern boundary of Lots 801 to 807 (all inclusive) and along the entire western boundary of Lots 816 to 818 (all inclusive) a fence which does not comply with (h) (i) and (ii) above and the registered proprietor for the time being of these lots replacing the said fences from time to time with fences of the same style and type as constructed but subject to any law or regulation and right of any adjoining land owner. For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph; (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot; (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot; (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.				B							
C					C							
D					D							
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H	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; vertical-align: top;">  Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia A/CN 66 66 61 Tel: 61 3 9993 7838 Fax: 61 3 9993 7999 Email: enquiries@coomes.com.au Web: www.coomes.com.au </td> <td style="width: 15%; text-align: center; vertical-align: middle;"> ORIGINAL SCALE SHEET SIZE A3 </td> <td style="width: 52%; vertical-align: top;"> LICENSED SURVEYOR ... Keith Robert Jones ... SIGNATURE DATE / / REF: 140120SV00 VERSION 11 FILE NAME : 140120SV00.dwg FILE LOCATION : F:\141\140120\140120-SUBDIV01 LAYOUT NAME : Sheet 6 SAVE DATE : Thu, 28 Oct 2004 - 11:15 LAST SAVED BY : HaydenH </td> </tr> </table>				 Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia A/CN 66 66 61 Tel: 61 3 9993 7838 Fax: 61 3 9993 7999 Email: enquiries@coomes.com.au Web: www.coomes.com.au	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR ... Keith Robert Jones ... SIGNATURE DATE / / REF: 140120SV00 VERSION 11 FILE NAME : 140120SV00.dwg FILE LOCATION : F:\141\140120\140120-SUBDIV01 LAYOUT NAME : Sheet 6 SAVE DATE : Thu, 28 Oct 2004 - 11:15 LAST SAVED BY : HaydenH	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Sheet 56</td> </tr> <tr> <td style="text-align: center;">DATE / / COUNCIL DELEGATE SIGNATURE</td> </tr> <tr> <td style="text-align: center;">Original sheet size A3</td> </tr> </table>	Sheet 56	DATE / / COUNCIL DELEGATE SIGNATURE	Original sheet size A3	H
 Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia A/CN 66 66 61 Tel: 61 3 9993 7838 Fax: 61 3 9993 7999 Email: enquiries@coomes.com.au Web: www.coomes.com.au	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR ... Keith Robert Jones ... SIGNATURE DATE / / REF: 140120SV00 VERSION 11 FILE NAME : 140120SV00.dwg FILE LOCATION : F:\141\140120\140120-SUBDIV01 LAYOUT NAME : Sheet 6 SAVE DATE : Thu, 28 Oct 2004 - 11:15 LAST SAVED BY : HaydenH										
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PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V						
A	<u>CREATION OF RESTRICTION</u>				A					
The following restriction is to be created upon registration of this Plan of Subdivision (PS 438999V) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.										
Land to be Benefited: Lots 819 to 821 on the Plan of Subdivision										
Land to be Burdened: Lots 819 to 821 on the Plan of Subdivision										
Description of Restriction										
Except with the written consent of each and every registered proprietor of a benefiting lot on the Plan of Subdivision (the "Plan") the registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision shall not:										
(a) build or allow to be built more than one dwelling house together with the usual out buildings;										
(b) build or allow to be built a dwelling house;										
(i) the external walls (excluding windows) of which are not at least 75% constructed from brick, brick veneer, stone, masonry or masonry veneer;										
(ii) the roof of which is made from any material other than masonry, terracotta tiles, slate or coloured non-reflective roofing material;										
(iii) any dwelling house having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street;										
(c) build or allow to be built a dwelling house which does not incorporate an attached or detached lock-up garage:-										
(i) which is constructed from the building materials set out in (b)(i) and (ii) above only; and										
(ii) which is capable of housing at least two motor vehicles;										
(d) build or allow to be built a dwelling house which has a floor area (excluding the area of any garage verandah carport or other outbuilding) of less than 186 square metres;										
(e) build or allow to be built any building:										
(i) not applicable										
(ii) within 5 metres of the front boundary;										
(iii) in the case of any lot which has its front boundary and one side boundary abutting a street, within 2 metres of any part of the side boundary which abuts the street;										
(iv) as to lots 819 - 821 within 10 metres of the rear boundary;										
provided always that the distances in (e) (i), (ii), (iii) and (iv) above, shall be greater if required by the Responsible Authority.										
For the purposes of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph;										
(f) Not Applicable.										
(g) Subject to (c) above, build or allow to be built any outbuilding (including any workshop, garden shed, storage shed or other outbuilding) which is not constructed of brick, rendered surface application, stone, brick veneer, masonry, masonry veneer, timber or coloured non-reflective metal or any combination thereof;										
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="width: 25%;"> Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999 144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449 coomes consulting </td> <td style="width: 15%; text-align: center;"> ORIGINAL SCALE SHEET SIZE A3 </td> <td style="width: 40%;"> LICENSED SURVEYOR <u>Keith Robert Jones</u> SIGNATURE DATE / / VERSION 4 FILE NAME : 140123SV00.dwg FILE LOCATION : F:\141\140123\140123-SUBDIVG1 LAYOUT NAME : Sheet 3 SAVE DATE : Mon, 29 Nov 2004 - 10:24 LAST SAVED BY : neteller </td> <td style="width: 20%;"> Sheet 57 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3 </td> </tr> </table>						Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999 144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449 coomes consulting		ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR <u>Keith Robert Jones</u> SIGNATURE DATE / / VERSION 4 FILE NAME : 140123SV00.dwg FILE LOCATION : F:\141\140123\140123-SUBDIVG1 LAYOUT NAME : Sheet 3 SAVE DATE : Mon, 29 Nov 2004 - 10:24 LAST SAVED BY : neteller	Sheet 57 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999 144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449 coomes consulting		ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR <u>Keith Robert Jones</u> SIGNATURE DATE / / VERSION 4 FILE NAME : 140123SV00.dwg FILE LOCATION : F:\141\140123\140123-SUBDIVG1 LAYOUT NAME : Sheet 3 SAVE DATE : Mon, 29 Nov 2004 - 10:24 LAST SAVED BY : neteller	Sheet 57 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3						
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1	2	3	4	5	6	
PLAN OF SUBDIVISION			Stage No	Plan Number PS 438999V		
A	<u>CREATION OF RESTRICTION</u>				A	
B	(h) erect or cause or permit to be erected or remain erected:- (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 1.8 metres; (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with, firstly, a timber cap, and secondly, the timber posts exposed to both sides of the fence; (iii) on any part of the front boundary of any Lot a fence the height of which exceeds 1.5 metres and, if the height exceeds 1.2 metres, which is less than 50% transparent; (iv) any fence on either side boundary of any Lot between the front boundary and the minimum front boundary setback for buildings referred to in (e) above unless a front fence is constructed; (v) notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:- (aa) that is of the same design and construction as the front fence along the whole of the side boundary or (bb) that is of the same design and construction as the front fence along that part of the side boundary from the point the side boundary meets the front boundary to at least the minimum front boundary setback for buildings referred to in (e) above and of the same design and construction prescribed in (ii) above along the remainder of that side boundary; (vi) Standing the above, nothing shall prevent Australand Holdings Ltd from erecting along the entire western boundary of Lots 819 to 821 a fence which does not comply with (h) (i) and (ii) above and the registered proprietor for the time being of these lots replacing the said fences from time to time with fences of the same style and type as constructed but subject to any law or regulation and right of any adjoining land owner. For the purpose of this paragraph all distances are to be measured at right angles to the boundary referred to in the subparagraph; (i) park or permit to be parked any vehicle with the carrying capacity of 1 tonne or more, or any boat, caravan or trailer on a lot so as to be visible from any street adjacent to or abutting such lot; (j) at any time keep, place or maintain any outside clothes drying or airing facility or water storage tanks so as to be visible from any street adjacent to or abutting such lot; (k) within 5 years of the registration of the Plan and except with the consent in writing of Australand Holdings Ltd erect or permit to be erected upon the lot hereby sold or any part thereof or any building erected thereon any advertising boarding, sign or similar structure or allow the lot hereby sold or any part thereof or any building erected thereon to be used for the display of any advertisement sign or notice provided that when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale without the consent of Australand Holdings Ltd; and (l) at any time bring any cat or permit any cat to be brought onto the lot or onto any other land on the Plan.				B	
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Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9963 7888 F 61 3 9963 7999 144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449 coomes consulting			Sheet 58		H	
ORIGINAL SCALE SHEET SIZE A3		LICENSED SURVEYOR <u>Keith Robert Jones</u> SIGNATURE DATE / / REF: 140123SV00 FILE NAME : 140123SV00.dwg FILE LOCATION : F:\141\140123\140123-SUB\DWG LAYOUT NAME : Sheet 4 SAVE DATE : Mon, 29 Nov 2004 - 10:24 LAST SAVED BY : netalier		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		H
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Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering		Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia A/CN 0502 633 Tel (61) 3 9993 7888 Fax (61) 3 9993 7999 Email coomes@coomes.com.au Web www.coomes.com.au		SCALE 7 0 7 14 21 28 LENGTHS ARE IN METRES		ORIGINAL SCALE SHEET SIZE 1:700 A3		LICENSED SURVEYOR (PRINT) Keith Robert Jones SIGNATURE REF 140122SV00 FILE NAME: 140122SV00.dwg LAYOUT NAME: Sheet 5 SAVE DATE: TUE, 23 Oct 2023 - 10:41 LAST SAVED BY: mslaw		DATE / / VERSION 7		DATE / / COUNCIL DELEGATE SIGNATURE	
PLAN OF SUBDIVISION		Stage No		Plan Number		PS 438999V		SHEET 59					

PLAN OF SUBDIVISION No: PS438999V

EASEMENT INFORMATION

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

(SEE SHEET 2 FOR FURTHER EASEMENT INFORMATION)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted / In Favour Of
E-21	DRAINAGE & SEWERAGE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
E-21	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER LIMITED
E-21	DRAINAGE	SEE DIAG.	THIS PLAN	FRANKSTON CITY COUNCIL
E-22	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER LIMITED
E-22	DRAINAGE	SEE DIAG.	THIS PLAN	FRANKSTON CITY COUNCIL
E-22	SEWERAGE	SEE DIAG.	AD522108V	SOUTH EAST WATER LIMITED
E-23	SEWERAGE	SEE DIAG.	AD 522108V	SOUTH EAST WATER LIMITED
E-24	SEWERAGE	SEE DIAG.	AD522122C	SOUTH EAST WATER LIMITED
E-25	WATER	SEE DIAG.	THIS PLAN	SOUTH EAST WATER LIMITED
E-25	POWERLINE	SEE DIAG.	AJ438909A SECTION 88 ELECTRICITY INDUSTRY ACT 2000	UNITED ENERGY DISTRIBUTION PTY LTD
E-26	POWERLINE	SEE DIAG.	AJ438909A SECTION 88 ELECTRICITY INDUSTRY ACT 2000	UNITED ENERGY DISTRIBUTION PTY LTD
E-27	POWERLINE	1.50	THIS PLAN SECTION 88 ELECTRICITY INDUSTRY ACT 2000	UNITED ENERGY LIMITED
E-27	POWERLINE	1.50	AJ438909A SECTION 88 ELECTRICITY INDUSTRY ACT 2000	UNITED ENERGY DISTRIBUTION PTY LTD

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN
MASTER PLAN (STAGE 1) REGISTERED DATE 12/02/02 TIME 12.00PM

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS
BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS
ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER
PS 438999V

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 49 TO 83, S3 & ROAD R3	STAGE 2	PS438999V/S2	6/05/02	2.18 PM	2	GAN
LOT 81	E-12	CREATION OF EASEMENT	AB407705M	11-07-02		3	MAB
LOT S3	LOTS 84-111(BI), S4 ,ROAD R4 RESERVE No. 6	STAGE 3	PS438999V/S3	9/10/02	11.16AM	4	Greg newman
RESERVE NO 6		AMENDING RESERVE NUMBER TO NUMBER 6	AB709614G	25/11/2002		5	PTL
LOT S4	LOTS 401 TO 433 (B.I.) & S10 R5 & RES No. 7,8 & 9	STAGE 4	PS438999V/S4	16/04/03	15:45	6	H.L.
LOT S10	LOTS 434 TO 443 (B.I.) & S5 & R6	STAGE 10	PS438999V/S10	16/04/03	15:45	6	H.L.
LOT S5	LOTS 501 TO 519, S11 & R7	STAGE 5	S5	28/5/03	9.28	7	RH
LOT S11	LOTS 520 TO 528, S6,S7,S8, S12 RES10 & R8	STAGE 11	S11	28/5/03	11.13	7	RH
LOT S6	LOTS 601 TO 632, RES11 & 12 & R9	STAGE 6	PS438999V/S6	06/11/2003		8	IT
LOT S7	LOTS 701-737, ROAD R10 AND RES 13	STAGE 7	PS438999V/S7	20/07/2004		9	KO

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 12/02/02 TIME 12.00 PM

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NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER

PS438999V

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S12	LOTS 1201 TO 1263, ROAD R12, RESERVE NO.18 & COMMON PROPERTY NO.1	STAGE 12	PS438999V/S12	24/08/04		10	GMR
LOT S8		REMOVAL OF EASEMENT	PS438999V/S8	21/1/05		11	MAB
LOT S8	LOTS 801-807(B.I.), 809-818(B.I.), S13, RESERVE No.14-16(B.I.) & ROAD R-11	STAGE 8	PS438999V/S8	21/1/05		11	MAB
LOT S13	LOTS 819-821(B.I.), S14 & RESERVE No.17	STAGE 13	PS438999V/S13	21/1/05		11	MAB
RESERVE No. 6	E-22 & E-23	CREATION OF SEWERAGE EASEMENT	AD522108V	29/03/05		12	KMP
RESERVE No.7	E-24	CREATION OF SEWERAGE EASEMENT	AD522122C	2/04/05		13	S.G
LOT S14	LOT B	STAGE 14	PS438999V/S14	2/9/2005		14	R.J.M
RESERVE NO. 14	E-25, E-26 & E-27	CREATION OF EASEMENT	AJ438909A	14/3/2012		15	DSG



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 22/11/2024 09:09:58 AM

OWNERS CORPORATION 1
PLAN NO. PS438999V

The land in PS438999V is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1219 - 1263.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ACE BODY CORPORATE MANAGEMENT CRANBOURNE & PENINSULA 33 WUNALLA ROAD SEAFORD VIC 3198

AX754500B 23/02/2024

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. PS438999V 12/02/2002

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 1219	100	100
Lot 1220	100	100
Lot 1221	100	100
Lot 1222	100	100
Lot 1223	100	100
Lot 1224	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/11/2024 09:09:58 AM

OWNERS CORPORATION 1
PLAN NO. PS438999V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1225	100	100
Lot 1226	100	100
Lot 1227	100	100
Lot 1228	100	100
Lot 1229	100	100
Lot 1230	100	100
Lot 1231	100	100
Lot 1232	100	100
Lot 1233	100	100
Lot 1234	100	100
Lot 1235	100	100
Lot 1236	100	100
Lot 1237	100	100
Lot 1238	100	100
Lot 1239	100	100
Lot 1240	100	100
Lot 1241	100	100
Lot 1242	100	100
Lot 1243	100	100
Lot 1244	100	100
Lot 1245	100	100
Lot 1246	100	100
Lot 1247	100	100
Lot 1248	100	100
Lot 1249	100	100
Lot 1250	100	100
Lot 1251	100	100
Lot 1252	100	100
Lot 1253	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/11/2024 09:09:58 AM

OWNERS CORPORATION 1
PLAN NO. PS438999V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1254	100	100
Lot 1255	100	100
Lot 1256	100	100
Lot 1257	100	100
Lot 1258	100	100
Lot 1259	100	100
Lot 1260	100	100
Lot 1261	100	100
Lot 1262	100	100
Lot 1263	100	100
Total	4500.00	4500.00

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.

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 22 November 2024 08:59 AM

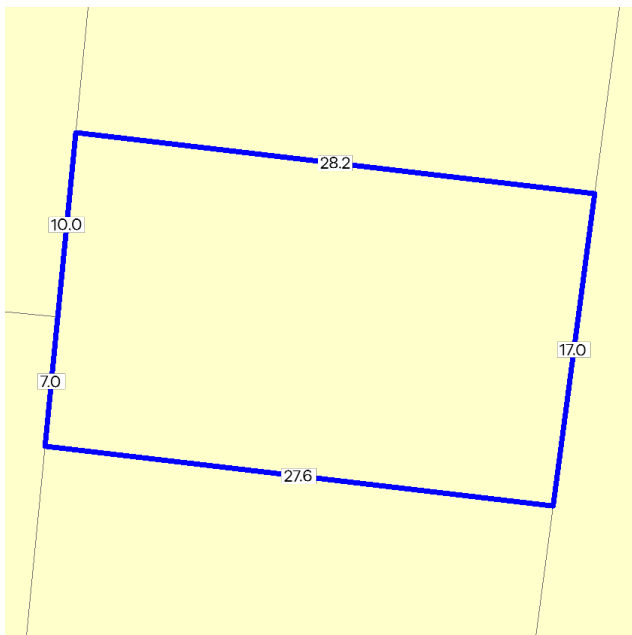
PROPERTY DETAILS

Address: **2/36 PEPPERBUSH CRESCENT LANGWARRIN 3910**
Lot and Plan Number: **Lot 1220 PS438999**
Standard Parcel Identifier (SPI): **1220\PS438999**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **235541**
Directory Reference: **Melway 103 G2**

www.frankston.vic.gov.au

SITE DIMENSIONS

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



Area: 474 sq. m

Perimeter: 90 m

For this property:

— Site boundaries

— Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **HASTINGS**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

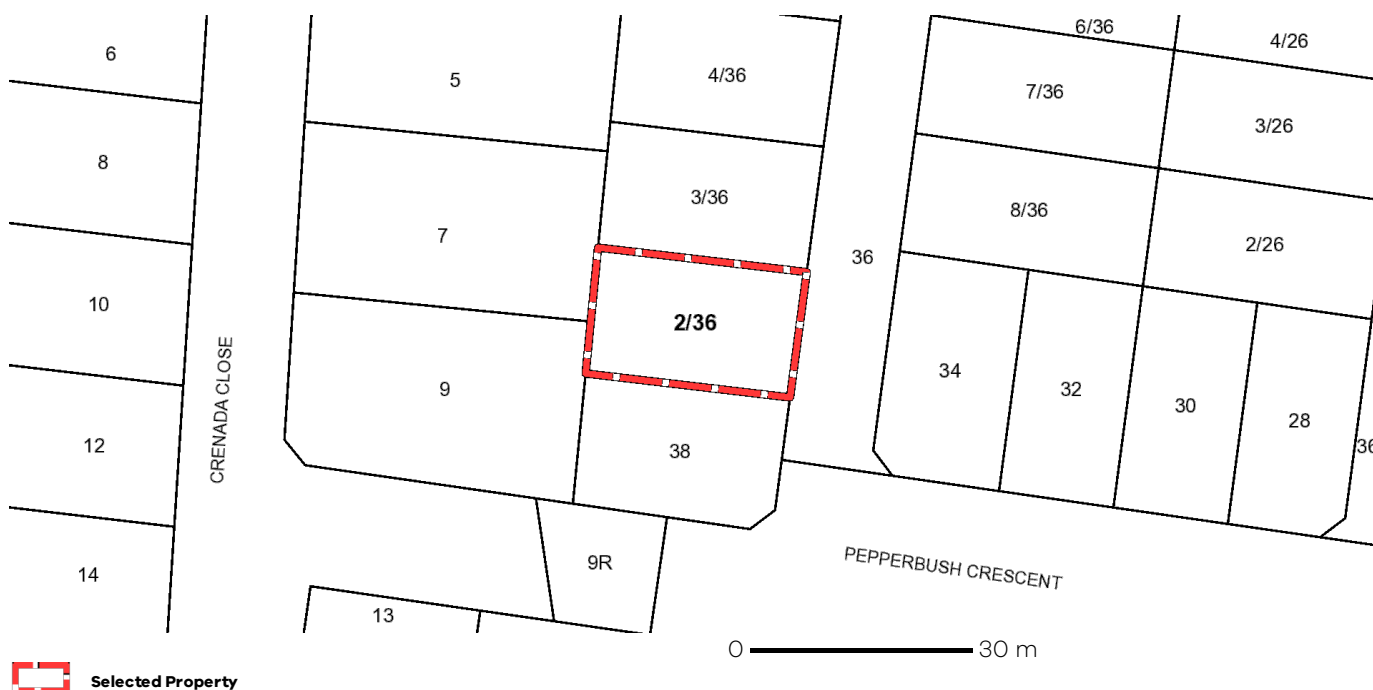
Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 22 November 2024 08:59 AM

PROPERTY DETAILS

Address: **2/36 PEPPERBUSH CRESCENT LANGWARRIN 3910**
Lot and Plan Number: **Lot 1220 PS438999**
Standard Parcel Identifier (SPI): **1220\PS438999**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **235541**
Planning Scheme: **Frankston**
Directory Reference: **Melway 103 G2**

www.frankston.vic.gov.au

[Planning Scheme - Frankston](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **HASTINGS**

OTHER

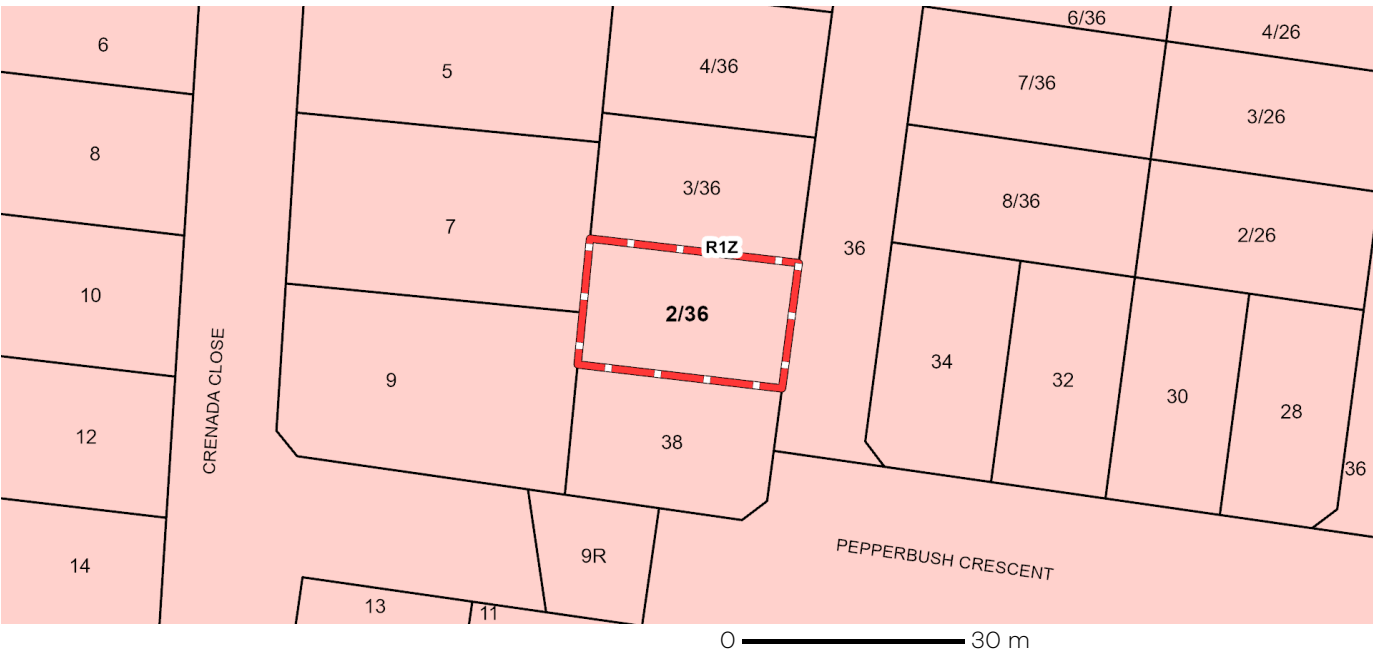
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(R1Z\)](#)



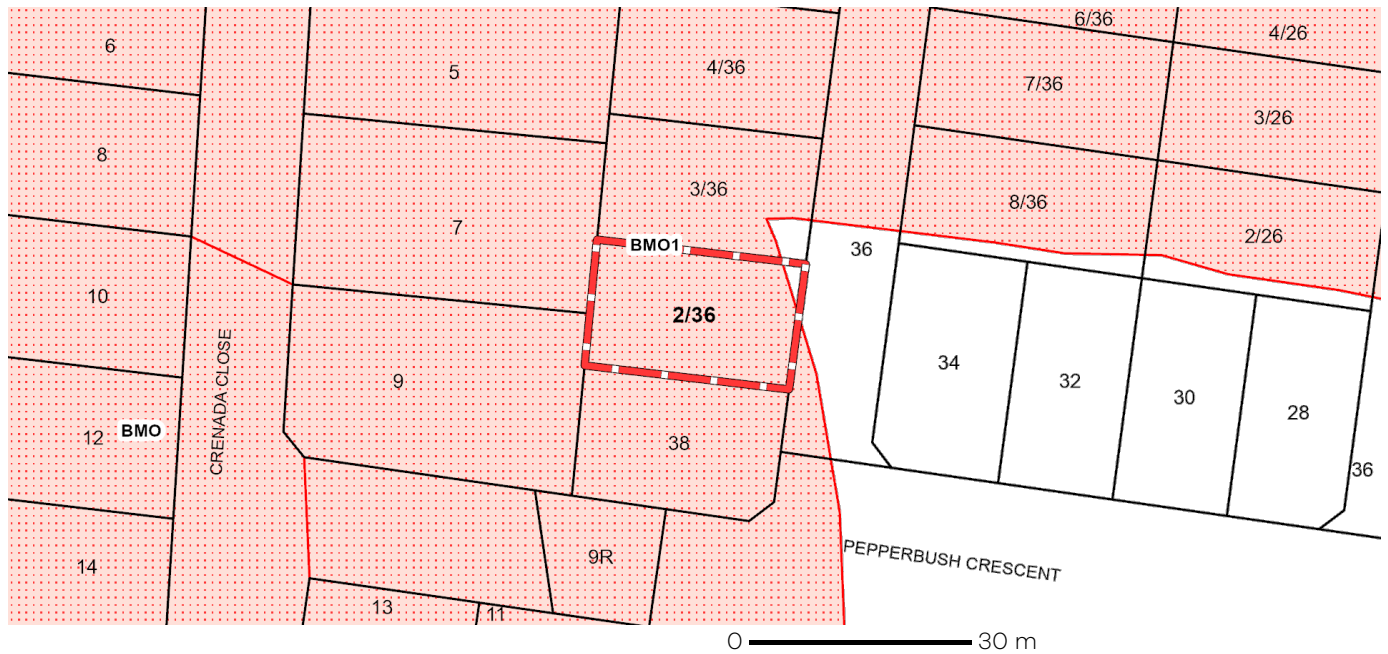
R1Z - Residential 1

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

Planning Overlays

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

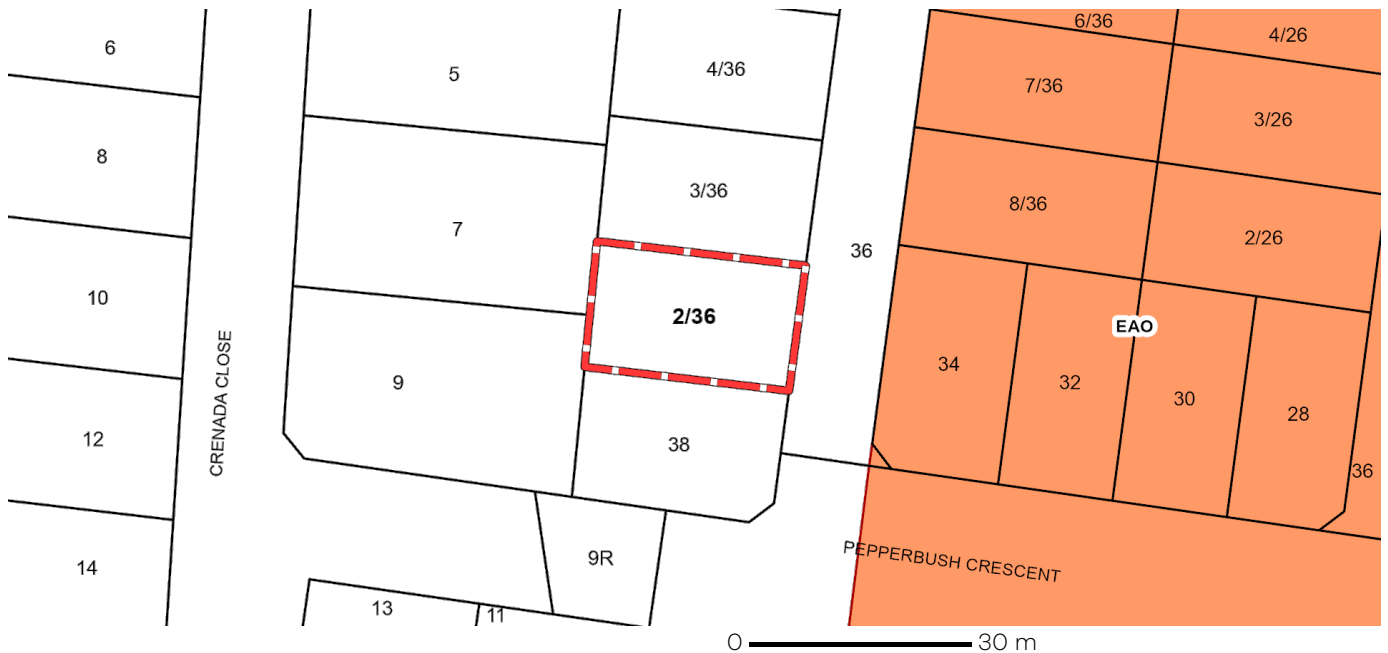
[BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 \(BMO1\)](#)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

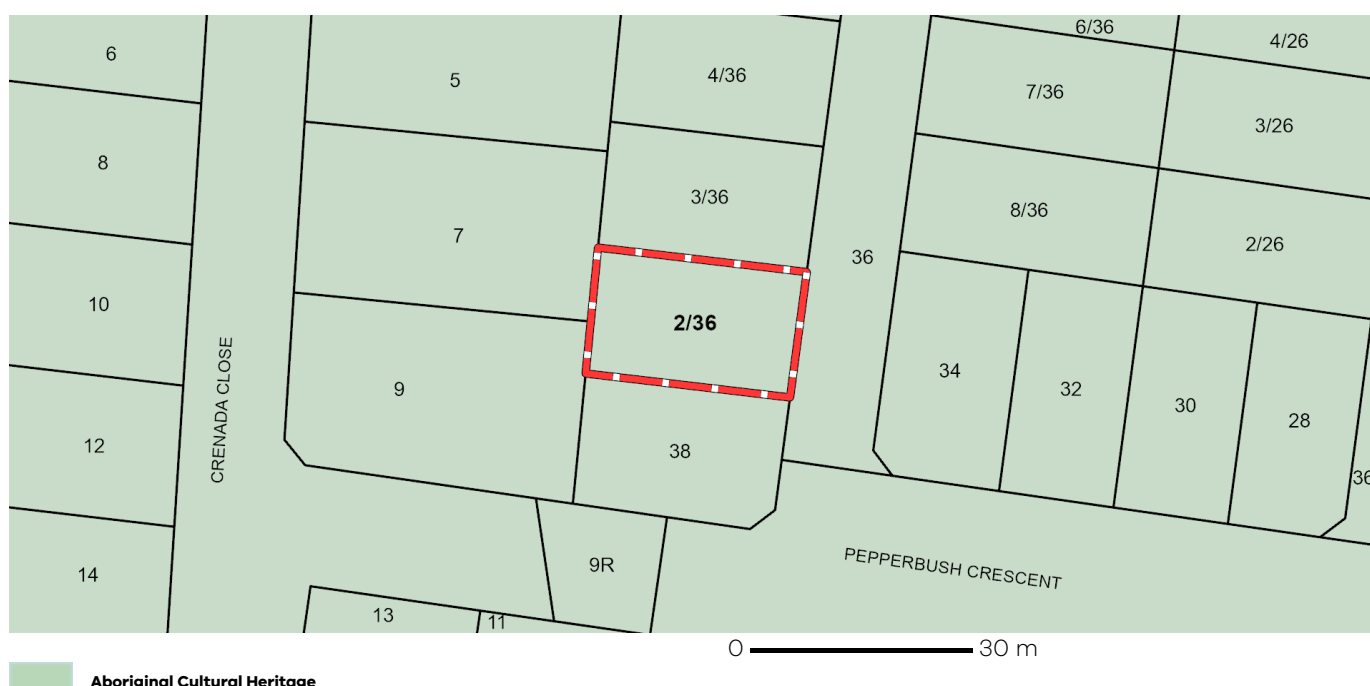
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 20 November 2024.

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/vicplan>

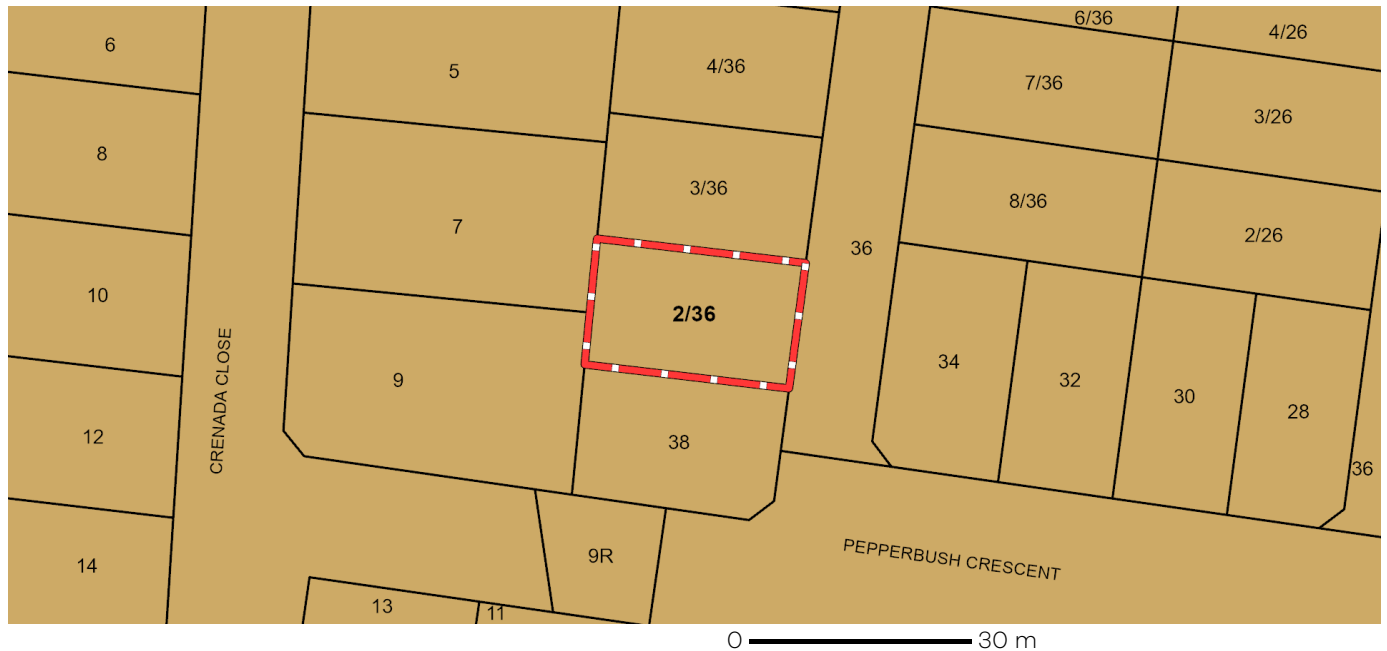
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

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 this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://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 \(environment.vic.gov.au\)](https://environment.vic.gov.au)

Extractive Industry Work Authorities (WA)

All or parts of this property are within 500 metres of Extractive Industry Work Authorities (current).

On 22 March 2022, Amendment VC219 introduced changes to all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protection for nearby accommodation in rural zones.

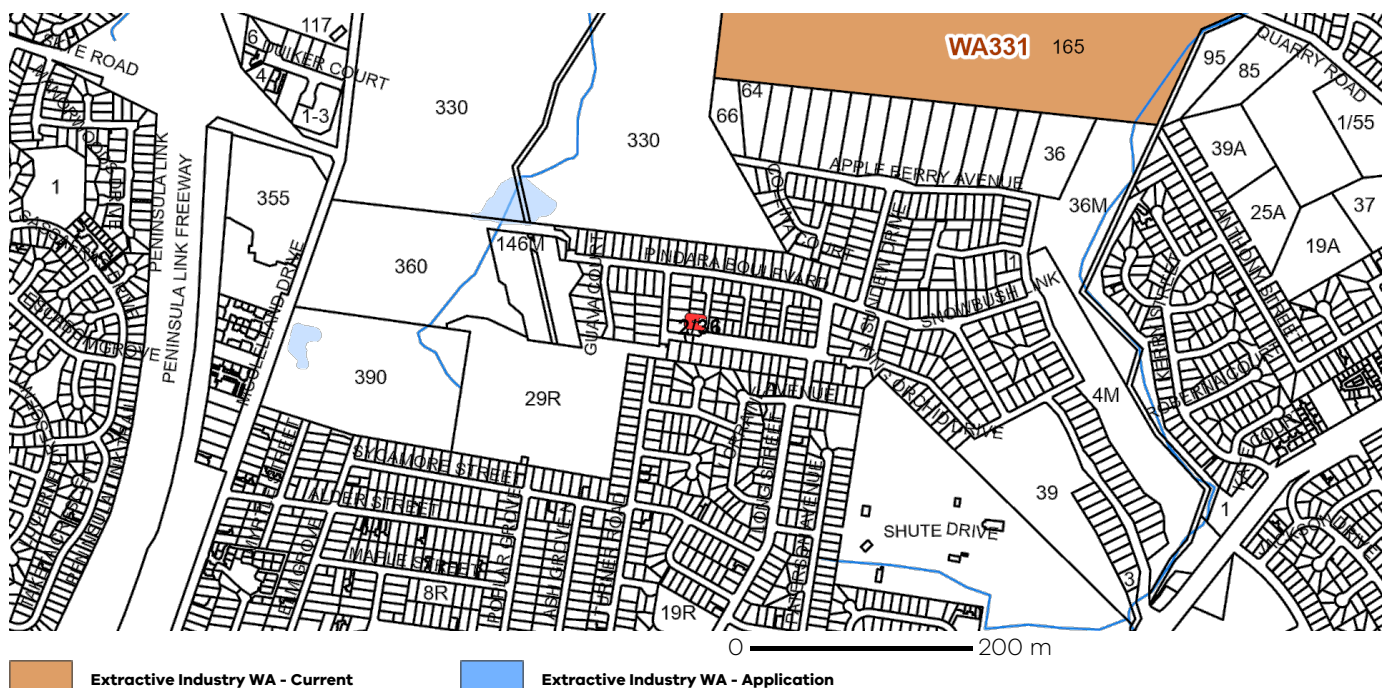
The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the Mineral Resources (Sustainable Development) Act 1990 (MRSD Act).

The Amendment also introduced new referral and notice requirements, and decision guidelines.

VicPlan mapping shows property information, including whether a work authority application has been made or approved under the MRSD Act.

Guidance on accessing work authority maps is detailed at the DELWP [Extractive Resources \(planning.vic.gov.au\)](https://www.delwp.vic.gov.au/extractive-resources) webpage.

Further information on extractive and mining activities in Victoria can be found on the ([GeoVic - Earth Resources](https://www.geovic.vic.gov.au/)) website which is maintained by the Resources Branch within the Department of Jobs, Precincts and Regions. Limited information is available for unregistered users (anonymous user).



Rate and Valuation Notice 2024-2025



Rates and charges for the period
1 July 2024 to 30 June 2025

Page 1 of 4



Christopher John Davies and Patricia Anne Davies

Tax Invoice

ABN 49 454 768 065

Notice date: **23/08/2024**

Frankston City Council

PO Box 490

FRANKSTON VIC 3199

Phone: 1300 322 322

info@frankston.vic.gov.au

frankston.vic.gov.au

Assessment No./Ref No. **0185747 1**

Ward: **Centenary Park**

026

R2_14877

Property details

Date of valuation: 01/01/2024

2/36 Pepperbush Crescent, LANGWARRIN 3910
Lot 1220 PS 438999

Site Value (SV): \$132,500

*Capital Improved Value (CIV): \$710,000

Net Annual Value (NAV): \$35,500

Valuation Effective Date: 01/07/2024

Australian Valuation Property Classification Code:

120 : Single Strata Unit/Villa Unit/Townhouse

*Council uses Capital Improved Value (Land value plus any improvements) for rating purposes

Financial details

Declared on: 3 June 2024

General Rate	0.00198187 cents in \$ on \$710,000	\$1,407.15
Municipal Charge		\$182.75
Garbage Charge 120L @\$462.30	\$462.30 x 1	\$462.30
Green Waste @ \$168.10	\$168.10 x 1	\$168.10

This account has been set up to be paid by direct debit. Payments will be deducted from your nominated bank account.

If you're experiencing payment difficulty, and require a payment plan, please refer to page 3 of this notice for further information.

Victorian Government charges

Fire Services Category - Residential \$132.00 + (0.00008700 X \$710,000) \$193.75

Garbage Charges Include the State Government Imposed Landfill Levy



To register for email notices visit:
frankston.enotices.com.au
eNotice Reference No:BD33A28D7H

This notice does not include any adjustments/payments made after 13/08/2024
Interest is charged at 10 per cent per annum on all overdue payments –
The maximum rate of interest is fixed by the Minister.

ARREARS (if any)	1st INSTALMENT	2nd INSTALMENT	3rd INSTALMENT	4th INSTALMENT	TOTAL DUE
	\$605.05	\$603.00	\$603.00	\$603.00	\$2,414.05
Due immediately	Due 30/09/2024	Due 30/11/2024	Due 28/02/2025	Due 31/05/2025	

By application only, nine monthly
direct debit payments visit:
frankston.vic.gov.au

30/09/2024 \$270.05
31/10/2024 \$268.00
02/12/2024 \$268.00

02/01/2025 \$268.00
31/01/2025 \$268.00
28/02/2025 \$268.00

31/03/2025 \$268.00
30/04/2025 \$268.00
02/06/2025 \$268.00

If you paid by direct debit last year your
direct debit will automatically continue. If you
want to cancel this direct debit, please notify
Council in writing.

How to pay



Online

Using a Visa,
Mastercard or
debit card via
Council's website.
Visit:
frankston.vic.gov.au



BPAY

Contact your
participating financial
institution to pay from
your cheque, savings
or credit card account.
Visit: bpay.com.au

Billir Code: 1966
Ref: 01857471



Phone or Post Billpay

Using a Visa, Mastercard
or debit card.

Phone: 1300 721 138
Ref: 01857471
or

By Post Billpay: 13 18 16
Billpay Code: 0760
Ref: 01857471



Centrelink

Deducted from
your Centrelink
payments.

Learn more:
centrelink.gov.au

CRN: 555014543H
Ref: 01857471



Direct Debit

By application to
council only, for
more information
please visit:
frankston.vic.gov.au



Mail

Attach cheque or
money order to the
remittance slip on the
back of this notice and
post to:

Frankston City Council
PO Box 490
Frankston 3199

Receipts not issued for
mail payments



In Person

By cash, cheque, money
order, EFTPOS or Credit
Card (Visa or Mastercard).

Present this notice with
payment at any Frankston
Council Customer Service
Centre.

Find your nearest location:
frankston.vic.gov.au

Owners Corporation 438999V

Pindara Boulevard LANGWARRIN VIC 3910

Owners Corporation Certificate

Date Of Issue: Friday, 14 February 2025

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. 438999V

Lot Address:	Pindara Boulevard LANGWARRIN VIC 3910
Vendor Name:	Christopher John Davies
Reference:	
Certificate Prepared For:	Danee Candy Infotrack /Allied Conveyancing Services
Contact e-Mail:	ownerscorp@infotrack.com.au
Contact Number:	0386094740

This certificate is issued for Lot 1220 / Unit 2/36 on Plan No. 438999V

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 14 February 2025. You should obtain a new certificate for current information prior to settlement.

- 1. Please see attached Owners Corporation Lot Financial Ledger PDF for details.**
- 2. 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:**

Please refer to the recent minutes of the Owners Corporation, as attached to this certificate and note the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing financial requirements of the Owners Corporation.

3. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	Ensure Group
Last Valuation Date:	04 November 2024
Amount At Last Valuation Date:	\$36,450,000.00
Insurer:	Strata Insurance - CHU
Policy Number:	HU0006081094
Premium:	\$11,213.07
Policy Expiry Date:	11 April 2025

Endorsement - WEF 06/11/2024 BSI increased to \$36,457,868

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. 438999V
Situation: Pindara Boulevard, Langwarrin VIC 3910
Policy Period: 11.04.2024 to 11.04.2025 at 4.00pm

Covering:

Policies Selected		Sum Insured
POLICY 1 -	INSURED PROPERTY	
	Building:	\$36,457,868
	Common Area Contents:	\$364,579
	Loss of Rent & Temporary Accommodation (total payable)	\$5,468,680
POLICY 2 -	LIABILITY TO OTHERS	\$30,000,000
POLICY 3 -	VOLUNTARY WORKERS	
	Death:	\$300,000
	Total Disablement:	\$3,000 per week
POLICY 4 -	FIDELITY GUARANTEE	\$250,000
POLICY 5 -	OFFICE BEARER'S LEGAL LIABILITY	\$5,000,000
POLICY 6 -	MACHINERY BREAKDOWN	\$10,000
POLICY 7 -	CATASTROPHE INSURANCE (Insured Property)	Not selected
	Extended Cover – Loss of Rent & Temp Accommodation	Not selected
	Escalation in Cost of Temporary Accommodation	Not selected
	Cost of Removal, Storage and Evacuation	Not selected
POLICY 8 -	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 9 -	LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	\$250,000

Flood Cover is included.

EXCESSES**Policy 1 – Insured Property**

Standard: \$2,500

Water Damage: \$10,000

Exploratory Costs – Burst Pipes: \$10,000

Storm: \$10,000

Other excesses payable are shown in the Policy Wording.

Policy 6 – Machinery Breakdown

Standard: \$1,000

CommunitySure Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the following policy condition applies to the above policy. This policy condition should be read in conjunction with, and as forming part of, your existing policy wording.

Special Benefit 7 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Fusion of motors

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

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

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

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

We will not pay for:

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

How We will settle Your Fusion claim

We will at Our option repair or replace the Insured Property or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion. We will not make any deduction for Depreciation in respect of parts replaced. We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls. Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

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

Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property and the cost to rebuild,

replace or repair the Damaged portion is more than ten percent (10%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1 – Insured Property, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

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

Keys, lock replacement

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

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

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

- i. any building forming part of such property;
- ii. the premises of a keyholder; or
- iii. during the hold-up of a person who normally has the keys in their possession. We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

Special Benefit 13 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 – Insured Property or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under Policy 1 – Insured Property.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to \$50,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

Special Benefit 24 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Water removal from basement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in removing water from the basement or

undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1 – Insured Property.

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by

Insured Event	Benefit
1. Death	\$300,000
2. Total and irrecoverable loss of all sight in both eyes	\$300,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$300,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$150,000
5. Total and irrecoverable loss of all sight in one eye	\$150,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$3,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,500
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$750 up to a maximum of:	\$7,500
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	\$3,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$375 up to a maximum of:	\$3,750
10. The reasonable cost of burial or cremation of a Voluntary up to a maximum of:	\$7,500

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

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:

- Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- Rainwater

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

Unoccupancy Excess

An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

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

Fire Excess

All Damage arising directly or indirectly caused by fire resulting in any claim to the internal or external cladding materials, generally known as 'Aluminium Composite Panels' (ACP), affixed to buildings as defined under 'Policy 1 – Insured Property a. Buildings' is subject to a Fire Excess shown in the Schedule any one Event.

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

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

Not Applicable.

5. The total funds held by the Owners Corporation as follow:

Date of Issue:	14 February 2025
Admin Bank Balance:	\$55,394.03
Maintenance Bank Balance:	\$0.00
Total Funds Held:	\$55,394.03

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

12. Appointment of an administrator:

Not Applicable.

13. Any other Information:

Not Applicable.

14. Appended documents following:

- 14.1. Lot Financial Ledger
- 14.2. Minutes Of Most Recent Meeting
- 14.3. Model Rules
- 14.4. Statement of Advice and Information
- 14.5. Generic Certificate of Currency

If you are buying or selling a property, please ensure upon settlement Notice of Acquisition and Disposition is provided to feedback@bodycorporatestrata.com.au. to ensure owners details are updated accordingly.

Signed on behalf of the Owners Corporation 438999V by



Alana Meginess
Body Corporate Strata Group
03 7020 6300
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

OWNERS CORPORATION LOT FINANCIAL LEDGER

For The Period: 13/02/2024 - 12/02/2026
Owners Corporation Number: 438999V
Lot Number: Lot 1220 (Unit 2/36)

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Not Yet Due	01/09/2025	845572802358	Standard Levy From 01/09/2025 To 30/11/2025	\$481.99	-	\$1,409.98	DR
Not Yet Due	01/06/2025	845572802264	Standard Levy From 01/06/2025 To 31/08/2025	\$481.99	-	\$927.99	DR
Not Yet Due	01/03/2025	845572802166	Standard Levy From 01/03/2025 To 31/05/2025	\$481.99	-	\$446.00	DR
Payment Receipt	02/01/2025	848015109028	Payment: Standard Levy Contribution From 01/12/2024 To 28/02/2025	-	\$464.01	(\$35.99)	CR
Payment Receipt	02/01/2025	845572802166	Payment: Standard Levy From 01/03/2025 To 31/05/2025	-	\$35.99	\$428.02	DR
Paid	01/01/2025	848015109028	Standard Levy Contribution From 01/12/2024 To 28/02/2025	\$481.99	-	\$464.01	DR
Credit Transaction	19/11/2024	848327741520	Lot Credit Note : (Credit due to decreased budget as resolved at AGM)	-	\$18.01	(\$17.98)	CR
Payment Receipt	19/11/2024	848015109028	Credit Payment: Standard Levy Contribution From 01/12/2024 To 28/02/2025	-	\$17.98	\$0.03	DR
Credit Transaction	19/11/2024	848015109028	Credit Payment: Standard Levy Contribution From 01/12/2024 To 28/02/2025	\$17.98	-	\$18.01	DR
Payment Receipt	19/11/2024	844826246593	Credit Payment: Standard Levy Contribution From 01/10/2024 To 31/12/2024	-	\$0.03	\$0.03	DR
Credit Transaction	19/11/2024	844826246593	Credit Payment: Standard Levy Contribution From 01/10/2024 To 31/12/2024	\$0.03	-	\$0.06	DR
Paid	09/11/2024	844826246593	Standard Levy Contribution From 01/10/2024 To 31/12/2024	\$500.00	-	\$0.03	DR
Payment Receipt	07/11/2024	844826246593	Payment: Standard Levy Contribution From 01/10/2024 To 31/12/2024	-	\$499.97	(\$499.97)	CR
Payment Receipt	07/11/2024	841113850284	Payment: Levies - Normal From 01/07/2024 To 30/09/2024	-	\$0.03		CR
Paid	31/10/2024	841113850284	Levies - Normal From 01/07/2024 To 30/09/2024	\$0.03	-	\$0.03	DR
Opening Balance at (13/02/2024)				-	-	\$0.00	CR
Closing Balance at (12/02/2026)				\$1,409.98	-	\$1,409.98	DR

Standard Contributions Paid Until: (28/02/2025)

If any of the payment references below have changed you should have received an independent notification from your manager.



^Internet payments by bank account require pre-registration.
Please complete a Customer Initiated Direct Debit registration form available at <https://www.deft.com.au/>
Payments by Credit Card do not require pre-registration and a surcharge may apply.



Pay by Credit Card or ^pre-registered bank account at <https://www.deft.com.au/>
Or by Credit Card via your [StrataPort Lot Owner Account](#)
Your DEFT Reference Number: 2983180072798594



Pay in person at any Australia Post Office by Cheque or EFTPOS.



*496 298318007 2798594



Pay via BPAY:
Biller Code: 96503
Ref: 2983180072798594

Owners Corporation 438999V
Pindara Boulevard Langwarrin VIC 3910

MINUTES OF MEETING

Meeting Type: Annual General Meeting
Date / Time: Wednesday, 16 October 2024 6:00 PM
Location: Lloyd Park Pavillion, Upstairs, (New Building) 185R Cranbourne - Frankston Rd, Langwarrin VIC 3910

Minutes of the Annual General Meeting

Owners Corporation	438999V
Property Address	Pindara Boulevard Langwarrin VIC 3910
Meeting Date	Wednesday, 16 October 2024
Meeting Location	Lloyd Park Pavillion, Upstairs, (New Building) 185R Cranbourne - Frankston Rd, Langwarrin VIC 3910
Meeting Commenced	6:00 PM
Rep by	Alana Meginess
Members Present	Mr Michael & Mrs Pamela Elizabeth Irvine & Ms Susan Barbara Gimesy (1221), Mr Dean & Mrs Melinda Jones (1226), Mr Dean & Mrs Melinda Jones (1227), Aladin & Zvezdana Sehric (1231), Mr Ryan & Mrs Gill Medew (1233), Stuart Morrissey (1234), Jean-Paul Alexander Fenwick Haigh (1235), Kenneth & Aldrene Beeton (1238), Alan Kevin & Jillian Jane Read (1242), Donald Andrew MacDonald (1244), Andrew Phillip & Rachel Nye Brown (1246), Joanne Elizabeth Kingsley Yates (1248), Brad Anthony Saunders & Eleanor Jade Mathers (1249), Andrija & Sanja Placko (1256), Mathew F Nilsson & Lauren N Dickinson (1257), Mr Benjamin & Ms Tiffany Honing (1258), Lucas and Emily Vogt (1261)
Proxies	Huar Moon Ng & Kim Ping Lee (1243) - represented by Alysha Ng
Apologies	Lauren Fernandez & Brendan John Hooton (1240), Stephen Myers & Phuoc Le (1259)
Non Attendance	Janine Pearl Wilson (1219), Christopher John Davies (1220), Cherie Ann Bradley (1222), Peter Panaya (1223), Stilianos & Nia Tsvidis (1224), Vevek Ramsamy Naidoo & Deven Dree Naidoo (1225), Mr Damien Hamilton (1228), Mr Ryan William Sannen (1229), Dora Esther Hossain (1230), Rohit Pal Singh Katal & Ambika Katoch (1232), Mr Damien Joel Ilmari & Mrs Krystal Nicole Davidson (1236), Geoffrey David & Lynette Anne Ellison (1237), Alfred R. Hanna & Bassant S. Zaki (1239), Nabil and Hanan Rezkalla (1241), Megan Eileen Steele (1245), Suzanne Lee Briggs (1247), Terry Robert Benson & Joy Dianne Benson (1250), Elvin Yew Choong Chan & Aik Mei Wong (1251), Ellesse Jane McAndrew & Jarryd Ray Foster (1252), Mr. Evin Yew Choong Chan & Ms Aik Mei Wong (1253), Paul C Walker & Brittany L Walker (1254), Samantha Jade Ridley & Christopher Paul Johnson (1255), Ben Daniel Webster & Lyndal Elise Follett (1260), Leigh Ellen Thelma Walker (1262), Mr Alan Lewis Summergreene & Ms Skaidrite Montague (1263)

* Indicates the Lot Owner was Not-financial.

1. Declaration Of A Quorum

Attendance by Lot

Total Eligible Attendees: 18

Total Units: 45

Attendance by UOL

Total Eligible Attendee UOL: 1800

Total UOL: 4500

Attendance Percentage: 40 %

Attendance Percentage: 40%

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 resolutions of the Owners Corporation on the 29th day provided the Owners Corporation does not receive a petition of Owners representing 25% of total lot entitlements.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

2. Election Of A Chairperson For The Meeting

Alana Meginess is elected Chairperson for the Annual General Meeting.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 09-Nov-2023

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 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

4. Financial Statements

Building Financial Year End Date: 31-Aug-2024

Bank balance (Administration): \$17,548.49

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 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

Notes: It was noted that the Manager is to send a breakdown to the Committee from ACE Body Corporate.

5. Financial Liquidity

The Owners Corporation resolved that a Special Levy for the purpose of financial liquidity is not currently required.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

6. Annual Budget

Admin Fund

Expense Account Name	GL Code	Proposed Total	Amended Total
Caretaking	CARETAKING -A	\$3,000.00	\$3,000.00

Expense Account Name	GL Code	Proposed Total	Amended Total
Common Electricity	ELECTRICITY-A	\$500.00	\$500.00
Disbursement Fee	DSBRSMNT-A	\$3,825.00	\$3,825.00
Insurance - Valuation	INS-VAL-A	\$1,595.00	\$1,595.00
Insurance Premium	INS-PREMIUM-A	\$65,000.00	\$65,000.00
Legislative & Compliance Fee	LEGIS-CMPLNC-A	\$600.00	\$600.00
Maintenance	MAINTENANCE-A	\$5,000.00	\$5,000.00
Management Fees	MNGMNT-FEES-A	\$6,480.00	\$6,480.00
Professional Services - Accounting/Legal/Other	PROF-SVC-FEES-A	\$99.00	\$99.00
Schedule 2.2 charges	SCHEDULE-2.2-A	\$660.00	\$660.00
Total Admin Fund		\$88,759.00	\$86,759.00

Maintenance Fund

Expense Account Name	GL Code	Proposed Total	Amended Total
Nil Maintenance Fund items			
Total Maintenance Fund		\$0.00	\$0.00
Total Budget		\$88,759.00	\$86,759.00

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 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

7. Owners Contribution Fee Schedule

Total UOL: 4500

Fee Frequency: Quarterly

Fee Year Start Date: 01-Sep-2024

Instalment Number	Date
1	01-Sep-2024
2	01-Dec-2024
3	01-Mar-2025
4	01-Jun-2025

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1219	Janine Pearl Wilson (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1220	Christopher John Davies (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1221	Mr Michael & Mrs Pamela Elizabeth Irvine & Ms Susan Barbara Gimesy (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1222	Cherie Ann Bradley (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1223	Peter Panaya (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1224	Stilianos & Nia Tsvidis (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1225	Vevek Ramsamy Naidoo & Deven Dree Naidoo (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1226	Mr Dean & Mrs Melinda Jones (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1227	Mr Dean & Mrs Melinda Jones (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1228	Mr Damien Hamilton (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1229	Mr Ryan William Sannen (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1230	Dora Esther Hossain (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1231	Aladin & Zvezdana Sehric (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1232	Rohit Pal Singh Katal & Ambika Katoch (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1233	Mr Ryan & Mrs Gill Medew (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1234	Stuart Morrissey (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1235	Jean-Paul Alexander Fenwick Haigh (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1236	Mr Damien Joel Ilmari & Mrs Krystal Nicole Davidson (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1237	Geoffrey David & Lynette Anne Ellison (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1238	Kenneth & Aldrene Beeton (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1239	Alfred R. Hanna & Bassant S. Zaki (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1240	Lauren Fernandez & Brendan John Hooton (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1241	Nabil and Hanan Rezkalla (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1242	Alan Kevin & Jillian Jane Read (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1243	Huar Moon Ng & Kim Ping Lee (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1244	Donald Andrew MacDonald (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1245	Megan Eileen Steele (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1246	Andrew Phillip & Rachel Nye Brown (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1247	Suzanne Lee Briggs (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1248	Joanne Elizabeth Kingsley Yates (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1249	Brad Anthony Saunders & Eleanor Jade Mathers (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1250	Terry Robert Benson & Joy Dianne Benson (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
	Elvin Yew Choong Chan & Aik Mei				

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1251	Wong (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1252	Ellesse Jane McAndrew & Jarryd Ray Foster (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1253	Mr. Evin Yew Choong Chan & Ms Aik Mei Wong (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1254	Paul C Walker & Brittany L Walker (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1255	Samantha Jade Ridley & Christopher Paul Johnson (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1256	Andrija & Sanja Placko (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1257	Mathew F Nilsson & Lauren N Dickinson (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1258	Mr Benjamin & Ms Tiffany Honing (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1259	Stephen Myers & Phuoc Le (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1260	Ben Daniel Webster & Lyndal Elise Follett (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1261	Lucas and Emily Vogt (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1262	Leigh Ellen Thelma Walker (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
1263	Mr Alan Lewis Summergreene & Ms Skaidrite Montague (UOL: 100)	\$1,972.42	\$1,927.98	\$493.11	\$481.99
Grand Total:		\$88,759.00	\$86,759.00		

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

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

8. 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 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

9. Arrears Management

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

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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 the manager is authorised to submit accounts which remain in arrears, to legal representatives, for debt recovery action to be pursued in a court of appropriate jurisdiction. Members acknowledge that costs incurred when seeking recovery will be payable by the Owners Corporation unless ordered by the court or by way of settlement.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

10. 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 Corporation 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 to prepare a Maintenance Plan in accordance with Section 36 of the Owners Corporations Act 2006.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

11. Manager's Report

It was resolved to acknowledge and accept the manager's report as presented by the manager.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

12. Committee Report

It was noted that the committee did not table a report.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

Notes: The Committee wish to advise all Lot Owners that they can be contacted on pepperbushcresownerscorp@gmail.com

If any Owners wish to share their details with the Committee such as

NAME

ADDRESS

PHONE NUMBER

EMAIL

This can be emailed to the above address accordingly.

13. Election Of The Committee

Lot	Owner Name	Committee
1219	Janine Pearl Wilson	--
1220	Christopher John Davies	--

Lot	Owner Name	Committee
1221	Mr Michael & Mrs Pamela Elizabeth Irvine & Ms Susan Barbara Gimesy	Committee
1222	Cherie Ann Bradley	--
1223	Peter Panaya	--
1224	Stilianos & Nia Tsividis	--
1225	Vevek Ramsamy Naidoo & Deven Dree Naidoo	--
1226	Mr Dean & Mrs Melinda Jones	--
1227	Mr Dean & Mrs Melinda Jones	--
1228	Mr Damien Hamilton	--
1229	Mr Ryan William Sannen	--
1230	Dora Esther Hossain	--
1231	Aladin & Zvezdana Sehric	--
1232	Rohit Pal Singh Katal & Ambika Katoch	--
1233	Mr Ryan & Mrs Gill Medew	--
1234	Stuart Morrissey	--
1235	Jean-Paul Alexander Fenwick Haigh	--
1236	Mr Damien Joel Ilmari & Mrs Krystal Nicole Davidson	--
1237	Geoffrey David & Lynette Anne Ellison	--
1238	Kenneth & Aldrene Beeton	Committee
1239	Alfred R. Hanna & Bassant S. Zaki	--
1240	Lauren Fernandez & Brendan John Hooton	Committee
1241	Nabil and Hanan Rezkalla	--
1242	Alan Kevin & Jillian Jane Read	Incoming Chairperson
1243	Alysha Ng (Proxy)	Incoming Secretary
1244	Donald Andrew MacDonald	Committee
1245	Megan Eileen Steele	--
1246	Andrew Phillip & Rachel Nye Brown	--
1247	Suzanne Lee Briggs	--
1248	Joanne Elizabeth Kingsley Yates	Committee
1249	Brad Anthony Saunders & Eleanor Jade Mathers	--
1250	Terry Robert Benson & Joy Dianne Benson	--
1251	Elvin Yew Choong Chan & Aik Mei Wong	--
1252	Ellesse Jane McAndrew & Jarryd Ray Foster	--
1253	Mr. Evin Yew Choong Chan & Ms Aik Mei Wong	--
1254	Paul C Walker & Brittany L. Walker	--
1255	Samantha Jade Ridley & Christopher Paul Johnson	--
1256	Andrija & Sanja Placko	--
1257	Mathew F Nilsson & Lauren N Dickinson	--
1258	Mr Benjamin & Ms Tiffany Honing	--
1259	Stephen Myers & Phuoc Le	--
1260	Ben Daniel Webster & Lyndal Elise Follett	--
1261	Lucas and Emily Vogt	--
1262	Leigh Ellen Thelma Walker	--
1263	Mr Alan Lewis Summergreene & Ms Skaidrite Montague	--

It was resolved in accordance with section 100 of the Owners Corporation act 2006 that the above Committee be appointed until the next Annual General Meeting.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

14. Election Of The Chairperson

Chairperson: Alan Kevin & Jillian Jane Read (Lot 1242)

It was resolved in accordance with section 105 of the Owners Corporation act 2006 that the Committee members present appoint above selected person as Chairperson of the Committee.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

15. Election of the Secretary

Secretary: Alysha Ng (Proxy) (Lot 1243)

The Members of the Owners Corporation resolved by ordinary resolution to elect a Secretary.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

Notes: Alongside Alysha Ng,
Donald McDonald will act in a Vice Secretary position to assist.

16. Appointment Of The Manager

It was noted that the Owners Corporation is subject to a currently in force Contract of Appointment. The fees will be charged as per the resolved budget.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

17. 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 Valuation Date:	
Last Valuation Amount:	
Insurer:	Strata Insurance - CHU
Policy Number:	HU0006081094
Policy Expiry Date:	11-Apr-2025

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 request for an insurance valuation to be obtained and to obtain quotations upon renewal for insurance. Building insurance to be adjusted to level of cover in line with this valuation. Cover will be inclusive of office bearers liability insurance.

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 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

Notes: It was further resolved that the valuation is to be undertaken 12 weeks prior to renewal in line with the tender process.

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18. OHS Requirements

Last OHS Report Date: N/A

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 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

19. Special Resolutions

No resolution required for this agenda item.

20. Engagement Of Contractors

It was resolved that the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.

It was further resolved that if the Owners Corporation appoints a contractor for which the manager does not have a record of the current public liability insurance and if required, licensing or it directs the manager to engage such a contractor on its behalf, the Owners Corporation accepts liability for any claim which may arise by an act or omission of the contractor.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

21. After Hours Service

It was resolved pursuant to section 24 of the Owners Corporations act 2006 that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to private lot property with the levy apportioned to the relevant lot receiving the benefit of the works based upon the benefit principle.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

22. Formal Complaints

The Owners Corporation resolved to acknowledge and accept the Formal Complaints as contained within the Managers Report.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

23. 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.

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

24. Details Of Next AGM

Next AGM date: 15-Oct-2025

Location: Lloyd Park Pavilion

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

Moved: Lot 1242, Seconded: Lot 1243, Votes For: 18, Against: 0, Abstain: 0

Meeting Closed: 16-Oct-2024 6:30 PM

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

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.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

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.

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (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.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006081094
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	11/04/2024 to 11/04/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 438999
Situation	2-38 PEPPERBUSH CRESCENT LANGWARRIN VIC 3910
Additional description	83-103 PINDARA BOULEVARD

Policies Selected

Policy 1 – Insured Property

Building: \$36,457,868

Common Area Contents: \$364,579

Loss of Rent & Temporary Accommodation (total payable): \$5,468,680

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$10,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$100,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

CommunitySure Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the following policy condition applies to the above policy. This policy condition should be read in conjunction with, and as forming part of, your existing policy wording.

Special Benefit 7 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Fusion of motors

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

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

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

We will not pay for:

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

How We will settle Your Fusion claim

We will at Our option repair or replace the Insured Property or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion. We will not make any deduction for Depreciation in respect of parts replaced. We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

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

Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property and the cost to rebuild, replace or repair the Damaged portion is more than ten percent (10%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1 – Insured Property, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

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

Keys, lock replacement

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

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

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

- i. any building forming part of such property;
- ii. the premises of a keyholder; or
- iii. during the hold-up of a person who normally has the keys in their possession. We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

Special Benefit 13 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 – Insured Property or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under Policy 1 – Insured Property.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to \$50,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

Special Benefit 24 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Water removal from basement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1 – Insured Property.

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by

Insured Event	Benefit
1. Death	\$300,000
2. Total and irrecoverable loss of all sight in both eyes	\$300,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$300,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$150,000
5. Total and irrecoverable loss of all sight in one eye	\$150,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks.	\$3,000

The maximum benefit per week is:

6.b.	Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,500
7.	The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$750 up to a maximum of:	\$7,500
8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	\$3,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$375 up to a maximum of:	\$3,750
10.	The reasonable cost of burial or cremation of a Voluntary up to a maximum of:	\$7,500

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

Date Printed

19/11/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Land 2/36 Pepperbush Crescent, Langwarrin 3910

ALLIED CONVEYANCING SERVICES PTY LTD

Licensed Conveyancers

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