SECTION 32 STATEMENT

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

Vendor:	INDAH WULANSARI
Property:	4 FAIRWATER DRIVE POINT COOK VIC 3030

VENDORS REPRESENTATIVE
C Tang Associates
Suite 203
Level 2 991 Whitehorse Road
BOX HILL VIC 3128

Tel: (03) 9897 3899
Fax:
Email: info@ctang.com.au

Ref: 1365-23

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

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

Their total does not exceed $9900

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

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32B INSURANCE

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

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

32C LAND USE

(a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

See attached certificate

32D NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

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

32E BUILDING PERMITS

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

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- Not applicable

32H SERVICES

Service	**Status**
Electricity supply	**Connected**

Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

32I TITLE

Attached are the following document/s concerning Title:

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

ATTACHMENTS

Attached to this Section 32 Statement please find:-
- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist

SECTION 32 STATEMENT
4 FAIRWATER DRIVE POINT COOK VIC 3030

DATE OF THIS STATEMENT [ ] / [ ] /20 [ ]

Name of the Vendor

INDAH WULANSARI

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 [ ]

Name of the Purchaser

Signature/s of the Purchaser

x

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11654 FOLIO 885

Security no : 124108428454N
Produced 17/08/2023 04:56 PM

LAND DESCRIPTION

Lot 917 on Plan of Subdivision 643122Y.
PARENT TITLE Volume 11653 Folio 993
Created by instrument PS643122Y Stage 9 16/05/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
INDAH WULANSARI of GRAHA FAMILY BLOK N NO.150 ROAD SURABAYA INDONESIA
AM839457X 07/06/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM839458V 07/06/2016
WESTPAC BANKING CORPORATION

COVENANT PS643122Y 16/05/2016

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
AH512340N 22/09/2010

DIAGRAM LOCATION

SEE PS643122Y 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: 4 FAIRWATER DRIVE POINT COOK VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 22/10/2016

OWNERS CORPORATIONS

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

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS643122Y

DOCUMENT END

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Form 18

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Lodged by

Name: Wyndham City Council.....

Phone: (03) 97420941.....

Address: Civic Centre, 45 Princes Highway, Werribee VIC 3030.....

Ref: 75/001/160.....

Customer Code: 9898T.....

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: Certificate of Title Volume 8760 Folio 087

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

Section of Act under which agreement is 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: Kerry Thompson.....

Office held: Chief Executive Officer .....

Date: 5/7/2010

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PLANNING AGREEMENT

C.A. & C.A. BALLAN PTY LTD
ACN 006 578 972

("THE OWNER")

and

WYNDHAM CITY COUNCIL

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THIS AGREEMENT is made the 5th day of July 2010 pursuant to Section 173 of the *Planning and Environment Act* 1987 (**"the Act"**).

PARTIES:

1. **Wyndham City Council** of Civic Centre, 45 Princes Highway, Werribee, Victoria 3053 (**"the Responsible Authority"**); and

2. **C.A. & C.A. Ballan Pty Ltd** of 620 Duncans Road, Werribee South, Victoria 3030 **("the Owner")**

3. **RECITALS:**

A. The Responsible Authority is responsible for the administration and enforcement of the Wyndham planning scheme **("the planning scheme")** pursuant to the provisions of the Planning and Environment Act 1987 **("the Act")**.

B. The Owner is the registered proprietor of the land known as Lot 1 Hacketts Road, Point Cook and described in certificate of title volume 8760 folio 087 **("the land").**

C. The Owner and the Responsible Authority agree that development contributions shall be made generally in accordance with "The Policy Framework for Infrastructure Financing in the City of Wyndham" **("the policy framework")** dated 21 October 1996 or any subsequent replacement policy.

D. The Owner and the Responsible Authority record their agreement on the terms set out in this deed.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this agreement otherwise has, the parties acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.

2. This agreement shall come into force immediately following rezoning of the land to a Residential 1 Zone and shall run with the title to the land.

Interpretation

3. The parties agree that in the interpretation of this agreement:

   3.1 The expression **"Owner"** shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner with respect to the land of which it is registered as proprietor shall also be binding on its successors, transferees, Purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the land **("the successors")** as if each of those successors had separately executed this agreement;

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3.2 **"Community infrastructure"** means community meeting and activity centres (but not attached pre-schools or maternal or child health centres); indoor leisure and recreation centres; swimming pools or aquatic centres; lawn bowls and other more intensive recreation facilities; libraries; tennis courts and change facilities; and other high standard (non-basic) sporting facilities, including the extra cost of special playing surfaces, pavilions and clubrooms for sports grounds, and specialised developments like aquatic and athletics facilities but excludes the facilities in **"other development infrastructure";**

3.3 **"Development"** means the development carried out on the land in accordance with the development plan;

3.4 **"Development contributions"** mean the contributions that will be made by the Owner towards the provision of infrastructure as set out in the Schedule to this agreement and as provided for under clauses 8.1 and 8.2;

3.5 **"Development Plan"** means the plan endorsed under clause 43.04 of the Wyndham Planning Scheme, in respect of the land.

3.6 **"Gross developable area"** means the area as described in the notes to The Schedule;

3.7 **"Other development infrastructure"** means land for community facilities; basic improvements to public open space, including earthworks, landscaping, fencing, seating and playground equipment; and buildings and works for maternal and child health centres; child care centres; kindergartens; and any of these in combination.

3.8 **"Roads and major pathways"** means road and traffic works on arterial and sub-arterial roads and major connecting pathways that need to be provided or upgraded as a consequence of urban development in the Point Cook area, including the development and use of the land; and

3.9 **"Land"** means the land referred to in recital B.

4. The parties agree that in the interpretation of this agreement:

4.1 The singular includes the plural and the plural includes the singular;

4.2 A reference to a gender includes a reference to each other gender;

4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;

4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally;

4.5 A reference to a statute shall include any statutes amending, consolidatin; or replacing same and any regulations made under such statutes;

4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this agreement; and

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4.7 The recitals to this agreement are and will be deemed to form part of this agreement including any terms defined within the recitals.

Jurisdiction

5. For the purposes of this agreement, the parties acknowledge that they are subject to the jurisdiction of the Act, the Victorian courts and the Victorian Civil and Administrative Tribunal for the enforcement of this agreement.

Severability

6. Notwithstanding clause 1, and in the event that this agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a court of competent jurisdiction in the State of Victoria.

7. 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.

Undertakings of the parties

8. The Owner agrees:

8.1 To make contributions towards the provision of infrastructure as set out in the Schedule to this agreement, to the satisfaction of the Responsible Authority; and

8.2 To pay a contribution towards the provision of major active open space in accordance with the requirements of the Schedule, sufficient to constitute a total contribution of 7.5% of the gross developable area as neighbourhood and sporting open space, to the satisfaction of the Responsible Authority. This payment includes any contributions due under Section 18 of the Subdivisions Act (1988).

9. The parties agree:

9.1 That where contributions are stated in this agreement as being made "to the satisfaction of the Responsible Authority", this is strictly confined to the manner of their implementation and administration and is not to be interpreted in any other way which may serve to vary the quantum of contributions, either up or down.

9.2 That in the event that any part of the land is to be acquired from the Owner by the Responsible Authority for the purpose of providing either:

9.2.1 An upgrade to the arterial road network servicing the land; or

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9.2.2 'Other development infrastructure' or 'community infrastructure' facilities of the types being funded by the 'other development' and 'community infrastructure' levies payable by the Owner pursuant to this agreement,

the value of such part or parts of the land (as determined pursuant to clause 9.2) can be allocated as a credit towards the same class of contributions payable by the Owner pursuant to this agreement (for example, land for road widening can be credited towards contributions required for roads);

9.3 That for the purpose of clauses 9.2.1 and 9.2.2, the value of any part of the land to be acquired by the Responsible Authority shall be fixed at $176,080 per hectare ($17.61 per square metre) adjusted by the increase in the consumer price index (all groups Melbourne) between the September 2009 quarter and the most recently issued quarterly index prior to the date on which the land acquisition is to take place. The Owner accepts the basis for establishing the value at which land is to be acquired as set out in this clause because it represents the same basis as that used by the Responsible Authority to assess the level of the various contributions payable by the Owner pursuant to this agreement;

9.4 That in the event that any part of the development constitutes a 'retirement village', an assumed maximum density of 15 lots per net developable hectare will apply as long as at least 1 square metre per dwelling in indoor communal recreation space, and 12 square metres per dwelling in outdoor communal recreation space, in areas of at least 500 square metres each, are provided. In such circumstances, this maximum density will be applied to the following contributions:

9.4.1 community infrastructure - $12,300 per net developable hectare

9.4.2 other development infrastructure - $14,850 per net developable hectare;

9.5 That in the event of the Responsible Authority accepting that the Owner may undertake works in lieu of payment of some of the monies which are required to be contributed by the Owner under clause 8.1 of this agreement, the Owner undertakes:

9.5.1 to prepare plans **("the works plans")** in accordance with the policy framework, at a cost agreed by the Responsible Authority, addressing items of infrastructure identified in the Schedule to this agreement;

9.5.2 to submit the works plans for approval by the Responsible Authority;

9.5.3 to complete the works shown on the approved works plans to the reasonable satisfaction of the Responsible Authority; and

9.5.4 to arrange for the works shown on the approved works plans to be carried out under the direct supervision of the Chief Executive

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Officer of the Responsible Authority **("the CEO")** or the CEO's delegate or nominee to the satisfaction of the Responsible Authority;

9.6 That works in lieu will be acceptable only to the extent to which they comprise:

9.6.1 whole items of funded infrastructure, or partial items, whose construction creates cost–effective, functional and safe increments of the completed items;

9.6.2 a legitimate priority, considering the needs of the growth front, the item's place in Council's Capital Works Program (if defined) and the Owner's needs where the item is integral and vital to the project; and

9.6.3 all or part of the final configuration of the relevant categories of infrastructure set out in the schedule to this agreement. Works which are of a merely temporary nature will not be recognised for the purposes of determining the value to be attributed to works in lieu of contributions, but where viable components of temporary works will be salvageable or form part of the final configuration, they may be acceptable to that extent.

9.7 That the value of the works in lieu to be attributed towards part satisfaction of the obligation of the Owner to make contributions under clause 8.1 is to be the GST exclusive cost of those works in lieu;

9.8 That if the Owner fails to comply with any of the provisions of clauses 9.5, 9.6, and 9.7 (together with the sub-clauses contained within them) of this agreement, to the satisfaction of the Responsible Authority, the CEO or his or her delegate may cause to be served on the Owner a notice **("the notice")** in writing specifying those works to which the Owner is in default **("the remedial works").** The notice may set out the costs as estimated by the CEO or his or her delegate of carrying out the remedial works **("the estimated costs")** together with evidence of calculation of the estimated cost. The notice to the Owner shall only relate to the land of which the Owner is registered as proprietor;

9.9 That if the Owner fails to complete the remedial works in respect of the land of which the Owner is registered as proprietor within 30 days from service of the notice,

9.9.1 the Responsible Authority may by its staff, agents and contractors, enter onto the land and cause the remedial works to be carried out; and

9.9.2 the CEO or his or her delegate may cause to be served on the Owner a demand in writing **("the demand")** for the estimated costs;

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9.10 That if the Owner is served with the demand, they agree to immediately pay the amount of costs specified in the demand in respect of the land of which it is the registered proprietor;

9.11 That if the Responsible Authority completes the remedial works, the CEO must certify the actual costs of the remedial works and provide the Owner with substantiation of the costs;

9.12 That if the actual costs of the remedial works are less than the estimated costs paid by the Owner to the Responsible Authority, the Responsible Authority must pay the difference between the actual costs and estimated costs within reasonable time;

9.13 That where the Owner has complied with their obligations under this agreement in respect of a stage of a development of part of the land, the Responsible Authority shall advise the Titles Office that this agreement no longer applies to the part of the land in that stage of development; and

9.14 That contributions for community infrastructure and other development infrastructure are to be made for each dwelling. It is also agreed that, while the schedule is based on 595 dwellings (as detailed in the site yield analysis), if the eventual number of dwellings exceeds this, contributions will be payable for the additional dwellings on the same per dwelling rate as for the initial 595 dwellings.

Disputes

10. In the event of any dispute between the parties concerning the interpretation or implementation of this agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal **("the tribunal")** for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration pursuant to the Commercial Arbitration Act 1984.

11. Provision is made in this agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.

12. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 10 and 11. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

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Owner's Covenants

13. The Owner warrants and covenants that:

13.1 As at the date hereof, the Owner is both the registered proprietor and the beneficial Owner of the land on the proposed plan;

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13.2 There are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the land and not disclosed by the usual searches; and

13.3 The Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act* 1958.

Registration of agreement

14. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Responsible Authority to register this agreement on the certificate of title to the land, in accordance with section 181 of the Act.

15. Without limiting the operation or effect which this agreement has, the Owner must ensure that until such time as this agreement is registered on the certificate of title to the land, successors in title shall be required to:

15.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this agreement; and

15.2 Execute under seal a deed agreeing to be bound by the terms of this agreement and upon such execution this agreement shall continue as if executed by such successors as well as by the parties to this agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Duration of Agreement

16. When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the land or any part of the land and the Owner has paid to the Responsible Authority the applicable proportion of the development contributions set out in the Schedule, this agreement is deemed to have ended in relation to the land contained in the plan of subdivision to which the Statement of Compliance relates, subject to compliance with section 21 (1) (b) of the Subdivision Act 1988.

17. When the Responsible Authority issues a Statement of Compliance in relation to any subdivision of the land or any part of the land and the Owner has paid to the Responsible Authority the applicable proportion of the development contributions set out in the Schedule it must promptly after receiving a written request from the Owner to do so 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 relation to the land contained in that plan of subdivision.

8. The Responsible Authority must send to the Owner a copy of the Notice referred to in clause 17 at the same time that the original part of that notice is given to the Registrar of Titles and must notify the Owner and must notify the Owner of the steps taken to ensure that this agreement is ended in respect of the land contained in any plan of subdivision to which clauses 16 and 17 shall apply.

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Notification to Successors in Title

19. The Owner will not sell, transfer, assign or otherwise part with possession of the land or any part thereof until this agreement and the section 181 application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the certificate of title to the land.

20. The Owner will not sell, transfer, assign or otherwise part with possession of the land or any part thereof without first disclosing to the intended Purchaser, transferee or assignee the existence and nature of this agreement.

21. The Owner and Responsible Authority acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the Owner are conditions on which the land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the land and bind the Owner, their successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the land and every part of the land.

Owner may apply for planning permission

22. The parties acknowledge and agree that this agreement will not and is not intended to prejudice the rights of the Owner to make any application under the planning scheme for permission to use and develop the land or prevent or constrain the Responsible Authority from considering and determining any such application in accordance with the requirements of the planning scheme and the Act. This agreement will be taken into account when:

    22.1 Considering any permit application for subdivision of the land into residential lots; and

    22.2 Determining any conditions that should attach to any such permit to be issued.

No further development contributions or open space contributions

23. The Responsible Authority acknowledges that the obligations of the Owner under this Agreement comprise the full and final extent of development contributions or open space contributions required by the Responsible Authority in respect of the land and the Responsible Authority undertakes not to impose or require additional contributions from the Owner at any time.

Service

24. 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:

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24.1 By delivering it personally to that party;

24.2 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

24.3 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.

25. A notice or other communication is deemed served:

25.1 If delivered, on the next following business day;

25.2 If posted, on the expiration of two business days after the date of posting; or

25.3 If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

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

THE COMMON SEAL OF)
C.A. & C.A. BALLAN PTY LTD)
(ACN 006 578 972) was affixed hereto in)
accordance with its constitution (or articles of association) in the presence of:

C.A. & C.A. BALLAN PTY. LTD. A.C.N. 006 578 972 THE COMMON SEAL OF

.....Director/ Company Secretary

Full Name Adam John Ballan

Usual Address 620 Duncans Road
Werribee VIC 3030

THE COMMON SEAL of)
WYNDHAM CITY COUNCIL)
was affixed by authority of the Council)
on the 5 day of JULY 2010
in the presence of:

.....
Mayor

.....
Chief Executive Officer

WYNDHAM CITY COUNCIL

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SCHEDULE

CONTRIBUTIONS TO BE MADE IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT

Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from 30 September 2009*[1].
Prior to commencement of works on the development	❑ Freeway access upgrade contribution.	$348,840 to be used to upgrade the Melbourne-bound on ramp at the Forsyth Road interchange to the Princes Freeway; to be refunded if this upgrade is not commenced by 30 June 2010.
	❑ Contribution towards roads and major pathways*[2].	An initial contribution of $567,920 for the first 7.5 hectares of net developable area*[6].
	❑ Contribution towards other development infrastructure, as listed in the 'notes' below*[3].	$990 per lot for the first 100 lots.
	❑ Contribution for community infrastructure, as listed in the 'notes', below*[4].	$820 per lot for the first 100 lots.
Before issue of a certificate of compliance for the 100th lot or commencement of that number of dwellings where there are lots with more than one dwelling.	❑ Contribution towards roads and major pathways*[2].	$283,960 for the next 7.5 hectares of net developable area*[6].
	❑ Contribution towards other development infrastructure, as listed in the 'notes' below*[3].	$990 per lot for the next 100 lots.
	❑ Contribution for community infrastructure, as listed in the 'notes', below*[4].	$820 per lot for the next 100 lots.
Before issue of a certificate of compliance for the 200th lot or commencement of that number of dwellings where there are lots with more than one dwelling.	❑ Contribution towards roads and major pathways*[2].	$283,960 for the next 7.5 hectares of net developable area*[6].
	❑ Contribution towards other development infrastructure, as listed in the 'notes' below*[3].	$990 per lot for the next 100 lots.
	❑ Contribution for community infrastructure, as listed in the 'notes', below*[4].	$820 per lot for the next 100 lots.
	❑ Contribution towards provision of neighbourhood and sporting open space*[5].	A cash contribution as specified in clause 8.2*[7].

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Point at which Contribution is to be made	Infrastructure Item	Value of Contribution, to be indexed from 30 September 2009*[1].
Before issue of a certificate of compliance for the 300th lot or commencement of that number of dwellings where there are lots with more than one dwelling.	❑ Contribution towards roads and major pathways*[2].	$$283,960 for the next 7.5 hectares of net developable area*[6].
	❑ Contribution towards other development infrastructure, as listed in the 'notes' below*[3].	$990 per lot for the next 100 lots.
	❑ Contribution for community infrastructure, as listed in the 'notes', below*[4].	$820 per lot for the next 100 lots.
Before issue of a certificate of compliance for the 400th lot or commencement of that number of dwellings where there are lots with more than one dwelling.	❑ Contribution towards roads and major pathways*[2].	$$283,960 for the next 7.5 hectares of net developable area*[6].
	❑ Contribution towards other development infrastructure, as listed in the 'notes' below*[3].	$990 per lot for the next 100 lots.
	❑ Contribution for community infrastructure, as listed in the 'notes', below*[4].	$820 per lot for the next 100 lots.
Before issue of a certificate of compliance for the 500th lot or commencement of that number of dwellings where there are lots with more than one dwelling.	❑ Contribution towards roads and major pathways*[2].	$$283,960 for the next 4.354 hectares of net developable area*[6].
	❑ Contribution towards other development infrastructure, as listed in the 'notes' below*[3].	$990 per lot for the next 95 lots.
	❑ Contribution for community infrastructure, as listed in the 'notes', below*[4].	$820 per lot for the next 95 lots.
Before issue of a statement of compliance for any net developable area, and lots or dwellings, for which contributions have not been made as provided for above.	❑ Contribution towards roads and major pathways*[2].	A final contribution of $70,990 per hectare or $7.10 per square metre of net developable area*[6].
	❑ Contribution for other development infrastructure, as listed in the 'notes', below*[3].	A final contribution of $990 per lot.
	❑ Contribution for community infrastructure, as listed in the 'notes', below*[4].	A final contribution of $820 per lot.
	❑ Contribution towards provision of neighbourhood and sporting open space*[5].	A final cash contribution as specified in clause 8.2*[7].

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Notes:

- *1 The values in the above schedule are based on contributions by 30 September 2009. All contributions are to be indexed quarterly, in accordance with the last published consumer price index [all groups] for Melbourne, at the date of payment.
- *2 The contributions towards roads and major pathways are $70,990 per hectare of net developable area, and are to be used to upgrade the sub-arterial road network and provide major connecting pathways [other than along roads] in Point Cook.
- *3 The 'other development infrastructure' items to be partly funded from these contributions are defined in clause 3.7 and will serve the Point Cook community.
- *4 The community infrastructure items to be partly funded from these contributions are defined in clause 3.2 and will serve the Point Cook community. These contributions are currently 'capped' in the Planning and Environment Act, at $900 per dwelling.
- *5 The cash contribution of 7.5% of gross developable area towards neighbourhood and sporting open space will be based on the capital unimproved and unsubdivided value of the land at the time of contribution, and will be used to help fund provision of neighbourhood parks and a major sports park for Point Cook.
- *6 Net developable area is the total site area, minus arterial and sub-arterial road widenings and reserves, floodways in dedicated reservations, school sites and [except in calculating public open space requirements] the open space required by the Responsible Authority. Estate entry features, plantation and garden reserves and similar features are not omitted. At the date when this agreement is made, the net developable area is defined as 41.854 hectares. If this changes during the course of the project, it may be adjusted in settling on the final payment.
- *7 Gross developable area is the total site area, minus arterial and sub-arterial road widenings and reserves, floodways in dedicated reservations and school sites. Estate entry features, plantation and garden reserves and similar features are not omitted. Gross developable area is only used in this agreement in calculating public open space requirements.

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- *8 Summary of contributions in September 2009 terms [to be indexed to the CPI]

Infrastructure Item	Per Hectare	Per Lot/dwelling	Total
Freeway access upgrade	n/a	n/a	$348,840
Roads and major pathways	$70,990	n/a	$2,971,215
Other development infrastructure	n/a	$990	$589,050
Community infrastructure	n/a	$820	$487,900
TOTAL			**$4,397, 005**

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22/09/2010 $110.20 173

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Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**17/08/2023 17:04**

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Subdivision or Consolidation

Section 22 Subdivision Act 1988

PS643122Y/S9
21/04/2016 $6,289.20 PS

Lodged by

Name:	Maddocks
Phone:	9258 3676
Address:	140 William Street Melbourne or DX 259 Melbourne
Reference:	NFH:LWT:5763655
Customer Code:	1167E

The applicant applies for registration of the plan described.

Land: *(volume and folio)*

Lot S13 in PS 643122Y being part of the land in Certificate of Title Volume ~~11611~~ 11644 Folio ~~502~~ 934

Applicant: *(full name and address including postcode)*

C.A. & C.A. Ballan Pty Ltd ACN 006 578 972 of 620 Duncans Road Werribee South Vic 3030

Plan No.: 643122Y Stage No.: (*if applicable*) 9 SPEAR No.: (*if applicable*) S063074S

Council in which land is located: Wyndham City Council of 45 Princes Highway Werribee Vic 3030

Date: 20/4/16.

Signature of

.....

Maddocks
Australian Legal Practitioner within the meaning of the *Legal Profession Uniform Law (Victoria)* for the Applicant

JESSIE HEYSHAM
140 William St Melbourne 3000
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law(Victoria).

Order to Register

SA22

Please register and issue Certificate of Title to

Signed Customer Code

THE BACK OF THIS FORM MUST NOT BE USED

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Signed by Council: Wyndham City Council, PP Ref: WYP4664/11, Cert Ref: WYS3169/15, Original Certification: 24/12/2015, Recertification: 01/04/2016, S.O.C.: 20/04/2016

Plan Number

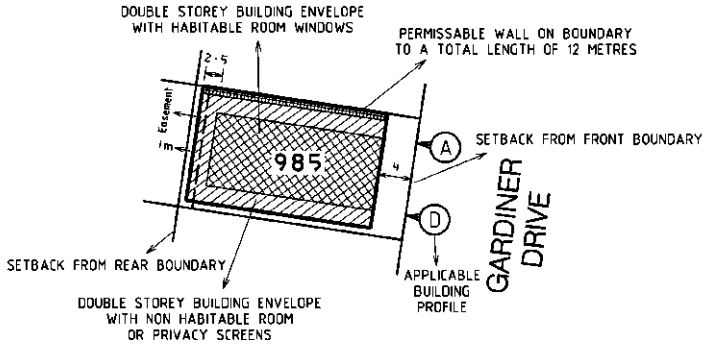
PS 643122Y/S9

BUILDING ENVELOPE SCHEDULE

LEGEND

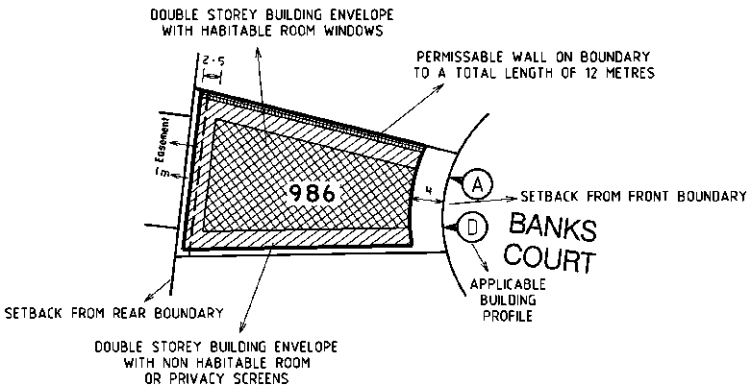
STANDARD ALLOTMENTS

DIAGRAM FOR INDICATIVE INTERPRETATION OF TYPICAL BUILDING ENVELOPE



IRREGULAR ALLOTMENTS

DIAGRAM FOR INDICATIVE INTERPRETATION OF TYPICAL BUILDING ENVELOPE



Refer to the Memorandum of Common Provisions (MCP) registered in Dealing No. AA2766 for detailed requirements relating to building envelopes shown on this plan.

Building envelope zones shown on this plan are not necessarily drawn to scale. All relevant siting requirements to apply are either shown on this plan or contained in the MCP (which includes the applicable building envelope profile).

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH (03) 9697 8000, FAX (03) 9697 8099

	ORIGINAL SHEET SIZE A3	SHEET 9
KEVIN CHARLES WALSH VERSION 8		

Signed by: Kevin Charles Walsh (Watsons) Surveyor's Plan Version (8) SPEAR Ref: S063074S 08/01/2016

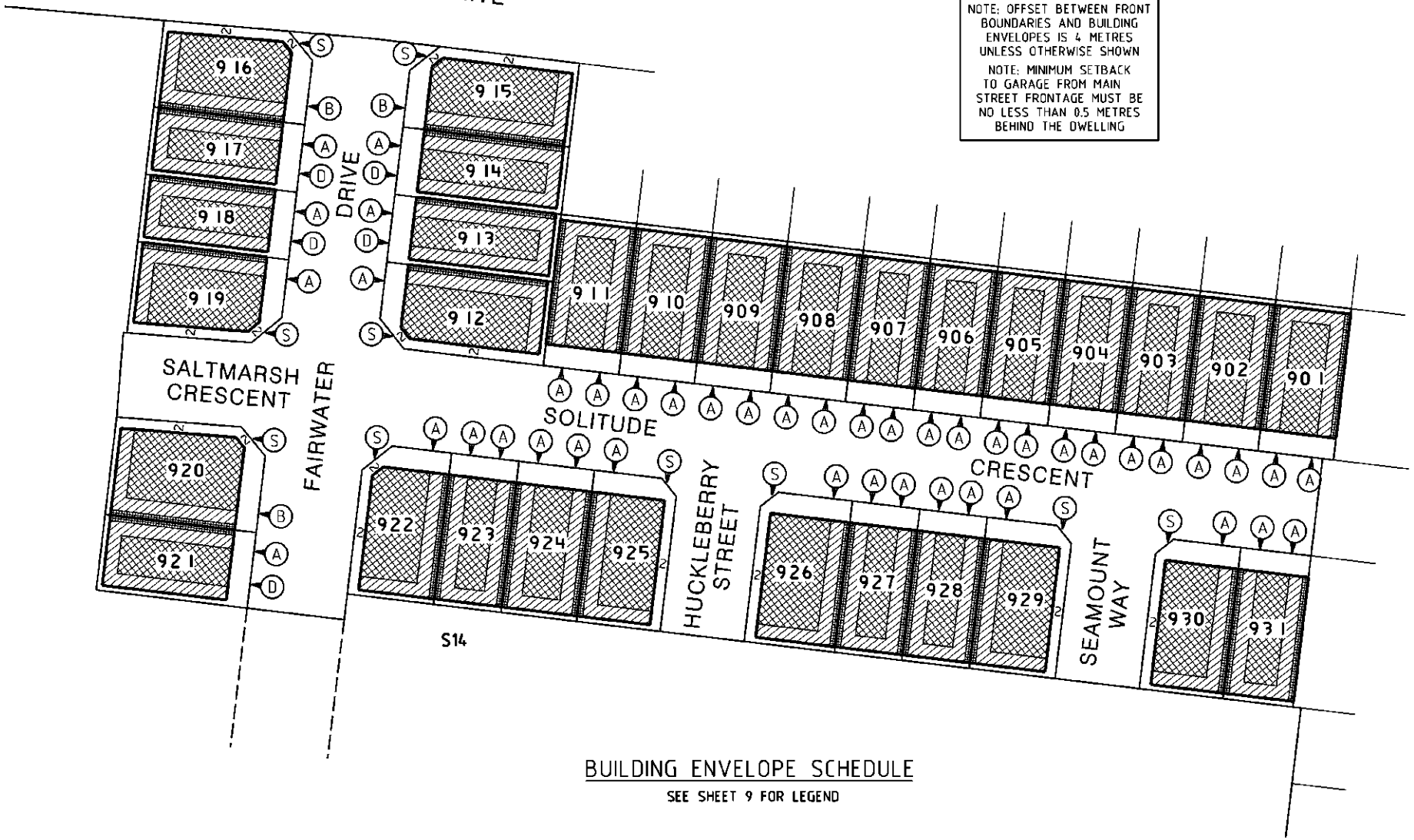
Signed by Council: Wyndham City Council, PP Ref: WYP4664/11, Cert Ref: WYS3169/15, Original Certification: 24/12/2015, Recertification: 01/04/2016, S.O.C.: 20/04/2016

Plan Number
PS 643122Y/S9

NOTE: OFFSET BETWEEN SIDE & REAR BOUNDARIES AND BUILDING ENVELOPES IS 1 METRE UNLESS OTHERWISE SHOWN

NOTE: OFFSET BETWEEN FRONT BOUNDARIES AND BUILDING ENVELOPES IS 4 METRES UNLESS OTHERWISE SHOWN

NOTE: MINIMUM SETBACK TO GARAGE FROM MAIN STREET FRONTAGE MUST BE NO LESS THAN 0.5 METRES BEHIND THE DWELLING



BUILDING ENVELOPE SCHEDULE

SEE SHEET 9 FOR LEGEND

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SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 10
KEVIN CHARLES WALSH VERSION 8			

Signed by: Kevin Charles Walsh (Watsons) Surveyor's Plan Version (8) SPEAR Ref: S063074S 08/01/2016

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PLAN OF SUBDIVISION

Stage No.	LRS use only	Plan Number
	EDITION 18	PS 643122Y

Location of Land

Parish: Deutgam
Township: —
Section: C
Crown Allotment: 4A (Part), 4D, 5D & 6E
Crown Portion: —

Title Reference: Vol. Fol.

Last Plan Reference: Lot A PS 640943W

Postal Address: Hacketts Road
(at time of subdivision) Point Cook 3030

MGA94 Co-ordinates: E 299 500
(of approx. centre of land in plan) N 5 802 100 Zone: 55

Council Certificate and Endorsement

Council Name: Wyndham City Council Ref:

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988.
   Date of original certification under section 6 / /20
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 / /20

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

Council Delegate
Council Seal
Date / /20

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
SEE SHEET 2	

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No. WYP4664/11 and WYP 10331/17

Depth Limitation : 15.24 metres.

THIS IS A SPEAR PLAN

Lots 1 to 100 (Both Inclusive), 173 to 200 (Both Inclusive), 250 to 300 (Both Inclusive), 303 to 346 (Both Inclusive), 348 to 400 (Both Inclusive), 443, 455, 575 to 600 (Both Inclusive), 685 to 700 (Both Inclusive), 714 to 800 (Both Inclusive), 900, 932 to 1000 (Both Inclusive), 1045 to 1100 (Both Inclusive), 1148 to 1200 (Both Inclusive), 1226 to 1300 (Both Inclusive), 1356 to 1400 (Both Inclusive), 1403 to 1500 (Both Inclusive), 1517 to 8099 (Both Inclusive), S2 to S16 (Both Inclusive), S18 and S19 have been omitted from this plan.

Lots 101 to 172 (Both Inclusive), 201 to 249 (Both Inclusive), 301, 302, 347, 401 to 442 (Both Inclusive), 444 to 454 (Both Inclusive) and 456 to 468 (Both Inclusive) are affected by MCP AA2069.

Lots 469 to 530 (Both Inclusive) are affected by MCP AA2386.

Lots 601 to 684 (Both Inclusive), 701 to 713 (Both Inclusive), 801 to 899 (Both Inclusive), 8100, 8101, 901 to 931 (Both Inclusive), 1001 to 1045 (Both Inclusive), 1101 to 1147 (Both Inclusive) and 1201 to 1225 (Both Inclusive) are affected by MCP AA2766.

Easement E-4 for Powerline purposes has been exaggerated on Sheet 5 for clarity.

Lots on this Plan may be affected by one or more Owners Corporations.
For details of any Owners Corporations including purpose, responsibility, entitlement & liability see Owners Corporation search report, Owners Corporation additional information and if applicable, Owners Corporation rules.

Common Property : CP2 refers to Common Property No.2
: CP5 refers to Common Property No.5

Part of Common Property No.1 consists of private roads called Helmsman Walk and Broadside Walk.
Part of Common Property No.2 consists of a private road called Flagship Way.
Part of Common Property No.3 consists of private roads called Rudder Way, Ballast Lane and Broadside Walk.

------ This line type defines private roads in Common Property.

Common Property No.5 is all the land shown on Sheets 68 to 71 (Both Inclusive) of this plan except Lots 1501 to 1516 (Both Inclusive) and includes the structure of walls floors & ceilings that form boundaries.

All service ducts, pipe shafts and cable ducts within the building and support columns external to the building shown on Sheets 68 to 71 (Both Inclusive) of this plan are deemed to be part of the Common Property No.5. The positions of these ducts, shafts and columns have not necessarily been shown on the diagrams contained herein.

Easements have been shown on ground storey diagram only (Sheet 71).

Cross-sections shown on Sheets 72 to 75 (Both Inclusive) are not to scale.

Location of boundaries defined by buildings

Median	:	Boundaries marked M
Exterior	:	All other boundaries
*	:	Distance is to exterior face of building
Interior	:	Boundaries marked I
B	:	Balcony
//////		indicates the location of a structure (non-boundary)

Survey This plan is/~~is not~~ based on survey

This survey has been connected to Deutgam permanent marks no(s) 19 & 73.

This Plan is not in a Proclaimed Survey Area.

Boundaries shown by thick continuous lines on Sheets 25, 51 to 53 (Both Inclusive), 59 to 65 (Both Inclusive), 68, 69 and 71 are defined by buildings.

SEE SHEET 2

Estate: SARATOGA

LRS use only

Statement of Compliance/
Exemption Statement

Received ☑

Date 08 / 10 /2012

THIS IS A LAND USE VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

SHEET 1 OF 92 SHEETS

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 3		

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH. (03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE ..... DATE

REF 35983 VERSION

.....

DATE / /20

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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	PLAN OF SUBDIVISION	Stage No.	LRS use only EDITION	Plan Number PS 643122Y

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person	Identifier	Council/Body/Person
Roads R-1	Wyndham City Council	Reserve No.1	Wyndham City Council
Roads R-2	Wyndham City Council	Reserve No.2	Wyndham City Council
Roads R-3	Wyndham City Council	Reserve No.3	Powercor Australia Limited
Roads R-4	Wyndham City Council	Reserve No.4	Wyndham City Council
Roads R-5	Wyndham City Council	Reserve No.5	Wyndham City Council
Roads R-6	Wyndham City Council	Reserve No.6	Wyndham City Council
Roads R-7	Wyndham City Council	Reserve No.7	Powercor Australia Limited
Roads R-8	Wyndham City Council	Reserve No.8	Powercor Australia Limited
Roads R-9	Wyndham City Council	Reserve No.9	Wyndham City Council
Roads R-10	Wyndham City Council	Reserve No.10	Wyndham City Council
Roads R-11	Wyndham City Council	Reserve No.11	Powercor Australia Ltd
Roads R-12	Wyndham City Council	Reserve No.12	Wyndham City Council
		Reserve No.13	Wyndham City Council
		Reserve No.14	Powercor Australia Limited
		Reserve No.15	Powercor Australia Limited

Notations

The Building Envelope Schedule for Lots 101 to 172 (B.I.) is within the Instrument PS 643122Y.
The Building Envelope Schedule for Lots 201 to 249 (B.I.) is within the Instrument PS 643122Y/S2.
The Building Envelope Schedule for Lots 301, 302, 347, 401 to 442 (B.I.), 444 to 454 (B.I.) and 456 to 468 (B.I.) is within the Instrument PS 643122Y/S3.
The Building Envelope Schedule for Lots 469 to 504 (B.I.) is within the Instrument PS 643122Y/S4.
The Building Envelope Schedule for Lots 505 to 530 (B.I.) is within the Instrument PS 643122Y/S5.
The Building Envelope Schedule for Lots 601 to 684 (B.I.) is within the Instrument PS 643122Y/S6.
The Building Envelope Schedule for Lots 701 to 713 (B.I.) is within the Instrument PS 643122Y/S7.
The Building Envelope Schedule for Lots 801 to 899 (B.I.), 8100 & 8101 is within the Instrument PS 643122Y/S8.
The Building Envelope Schedule for Lots 901 to 931 (B.I.) is within the Instrument PS 643122Y/S9.
The Building Envelope Schedule for Lots 1001 to 1044 (B.I.) is within the Instrument PS 643122Y/S10.
The Building Envelope Schedule for Lots 1101 to 1147 (B.I.) is within the Instrument PS 643122Y/S11.
The Building Envelope Schedule for Lots 1201 to 1225 (B.I.) is within the Instrument PS 643122Y/S12.

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	PLAN OF SUBDIVISION	Stage No.	LRS use only EDITION	Plan Number PS 643122Y

Easement Information

Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in the plan

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-7 & E-9	Sewerage	See Diag.	This Plan	City West Water Limited
E-4, E-8, E-9 & E-18	Powerline	See Diag.	This Plan Section 88 of the Electricity Industry Act 2000	Powercor Australia Limited
E-6, E7, E-8, E-9, E-11, E-21 & E-22	Floodway, Drainage, Creation & Maintenance of Wetland as described in Memorandum of Common Provisions No. MCP AA1107	See Diag.	This Plan	Melbourne Water Corporation
E-10 & E-11	Sewerage	See Diag.	This Plan	City West Water Corporation
E-15	Carriageway (Footway)	See Diag.	This Plan	Lots in PS 643122Y and Wyndham City Council
E-17 & E-18	Supply of Water (through underground pipes)	See Diag.	This Plan	City West Water Corporation
E-21	Sewerage	See Diag.	Instrument AM 640379Y	City West Water Corporation
E-22	Sewerage	See Diag.	Instrument AM 640457F	City West Water Corporation

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PLAN OF SUBDIVISION

Stage No.

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PS 643122Y

LOT INDEX

LOT	SHEET	LOT	SHEET	LOT	SHEET	LOT	SHEET
101-110	7	466-468	19	887-897	43	1505-1506	68
111-122	8	469-477	22	898-899	44	1507-1508	68 & 71
123-124	7	478-497	23	8100-8101	44	1509-1510	68
125-126	10	498-504	22	901-910	46	1511-1512	68 & 71
127-137	9	505-508	26	911-924	47	1513-1514	68
138-154	10	509-520	27	925-931	46	1515-1516	68 & 71
155-166	9	521-530	28	1001-1005	49	S17	55
167-172	8	531-536	52	1006-1013	48	S20	66
201-205	12	537-542	53	1014-1019	49	RESERVE NO.1	6
206-218	13	543-562	59	1020-1023	48	RESERVE NO.2	6, 7 & 8
219-224	12	563-569	53	1024-1044	50	RESERVE NO.3	9
225-229	14	570-574	52	1101	55	RESERVE NO.4	11
230	13	601-615	30	1102-1113	56	RESERVE NO.5	15, 16, 19 & 20
231-239	14	616-628	31	1114-1120	55	RESERVE NO.6	20 & 21
240	12	629-633	32	1121-1131	56	RESERVE NO.7	20
241-243	14	634-641	31	1132-1137	55	RESERVE NO.8	23
244-249	13	642-648	32	1138-1142	57	RESERVE NO.9	23
301-302	21	649-656	33	1143-1147	58	RESERVE NO.10	25
347	20	657-664	34	1201-1214	57	RESERVE NO.11	31
401-406	16	665-677	33	1215-1225	58	RESERVE NO.12	57
407-412	17	678-684	32	1301-1307	62	RESERVE NO.13	55 & 57
413-423	16	701-713	36	1308-1319	61	RESERVE NO.14	44
424-427	17	801-811	38	1320-1325	62	RESERVE NO.15	36
428	18	812-822	39	1326-1330	64	COMMON PROPERTY NO.1	7 & 60
429	17	823-841	40	1331-1341	65	COMMON PROPERTY NO.2	51 & 59
430-432	18	842-854	41	1342-1346	64	COMMON PROPERTY NO.3	60-62 & 64-65
433-437	19	855-866	39	1347-1355	63	COMMON PROPERTY NO.4	66 & 67
438-442	18	867-872	41	1401	66 & 67	COMMON PROPERTY NO.5	68-71
444-451	17	873-875	39	1402	66 & 67		
452-454	18	876-883	42	1501-1502	68		
456-465	18	884-886	39	1503-1504	68 & 71		

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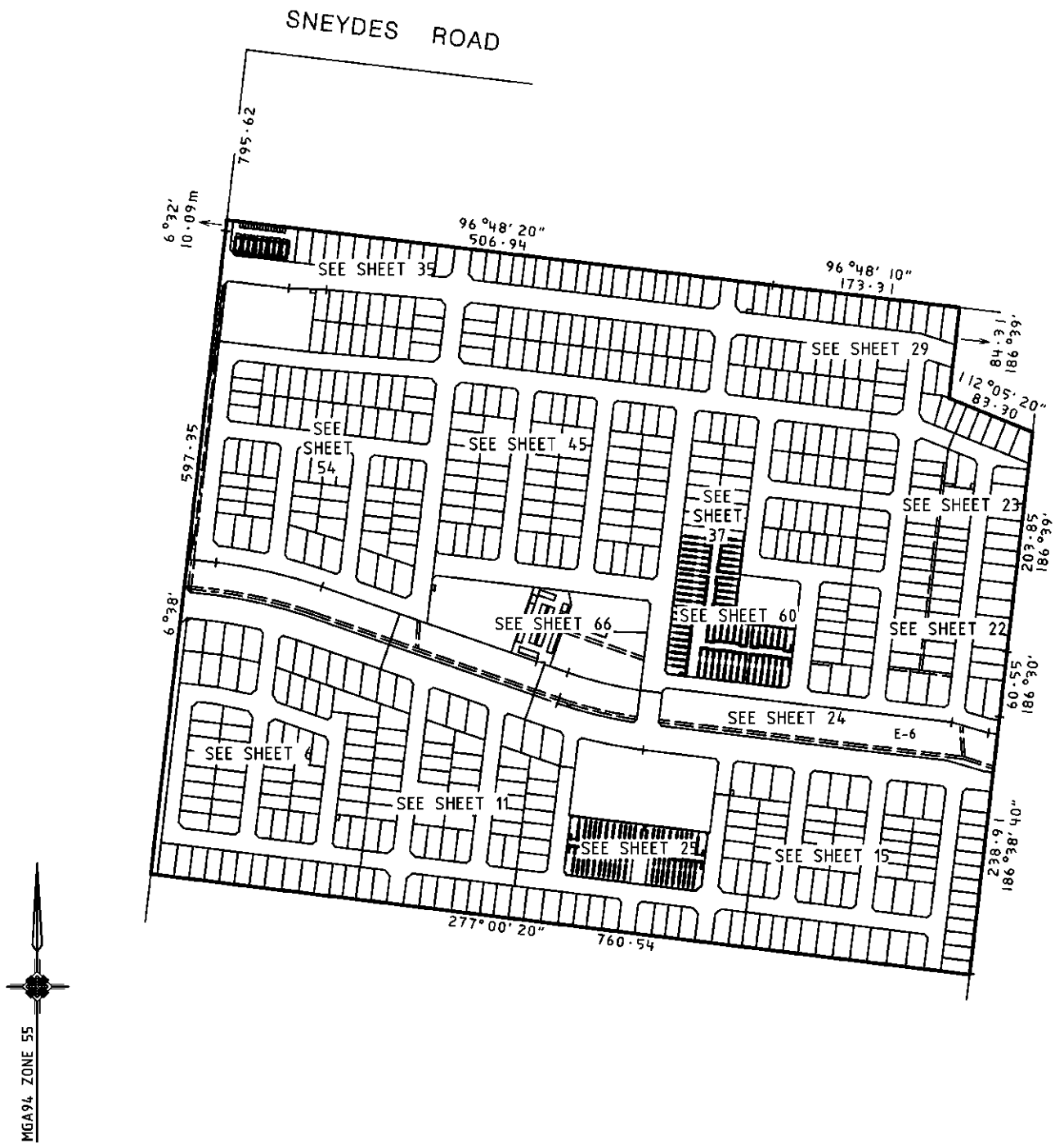
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SHEET SIZE A3

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LENGTHS ARE IN METRES

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SHEET 5

DATE / /20
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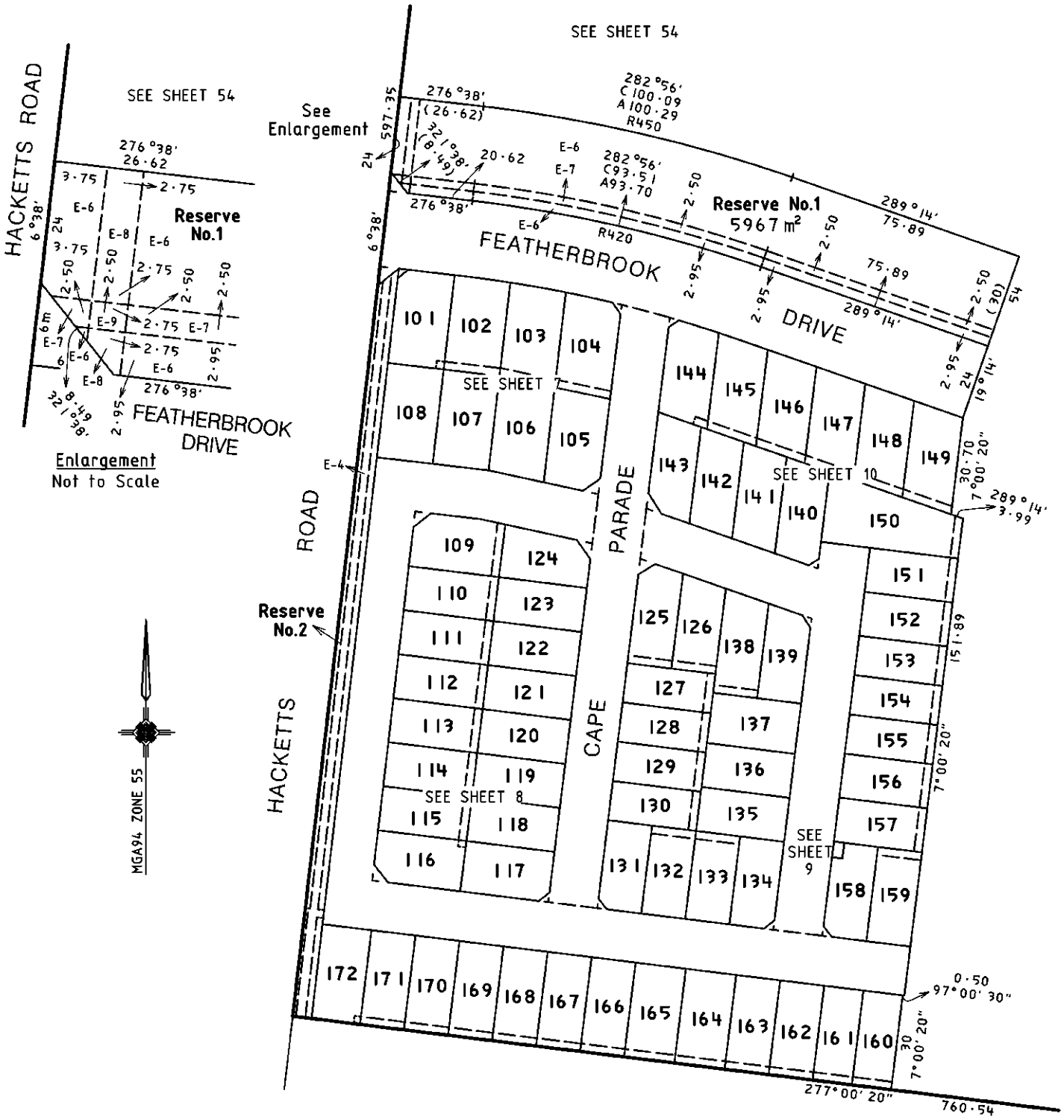
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ORIGINAL SHEET SIZE | SCALE | SHEET SIZE
1:1250 | A3

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SIGNATURE DIGITALLY SIGNED DATE
REF 35983 VERSION

SHEET 6

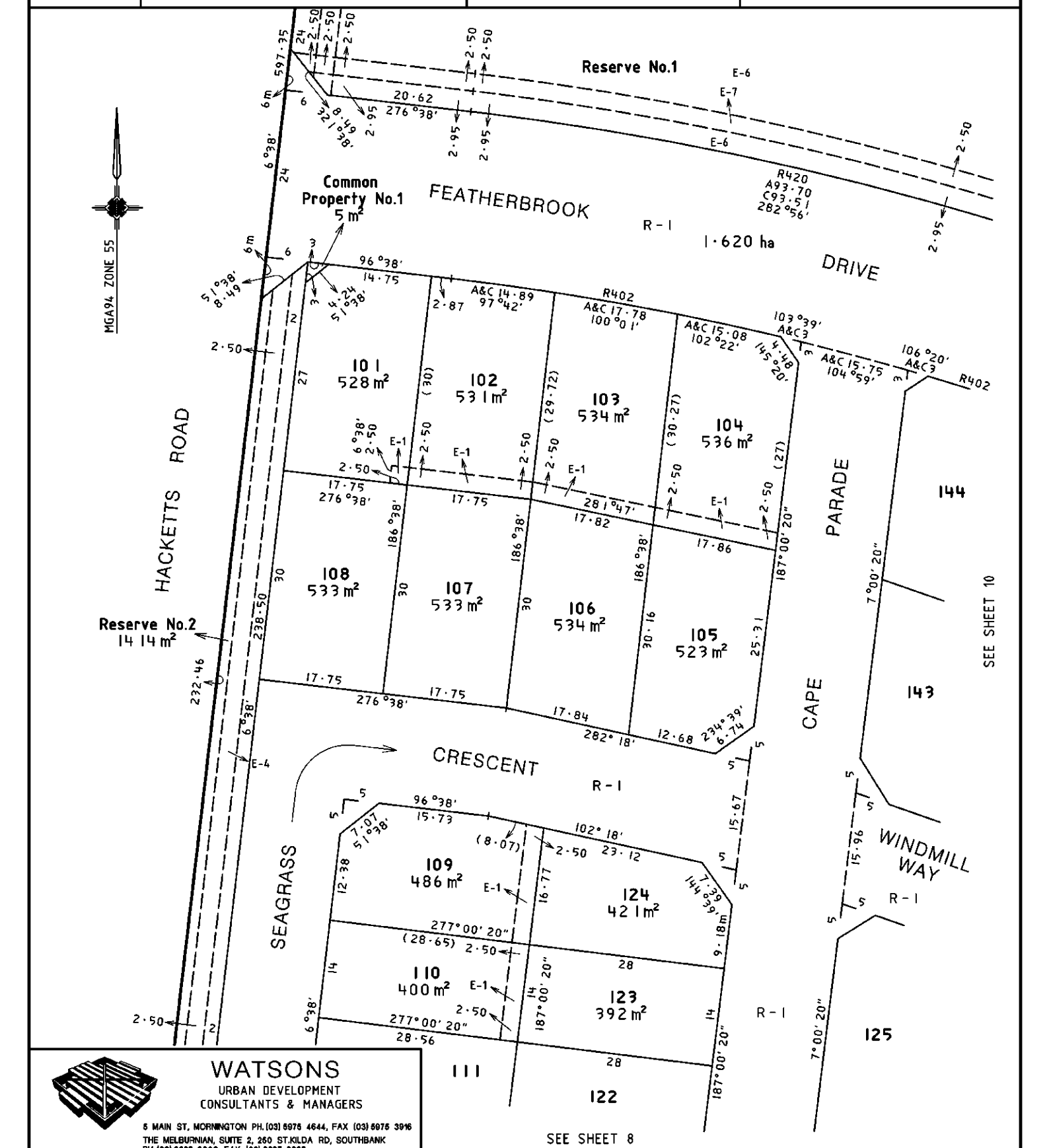
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ORIGINAL SHEET SIZE A3 | SCALE 1:500 | SHEET SIZE A3

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LENGTHS ARE IN METRES

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REF 35983 VERSION

SHEET 7

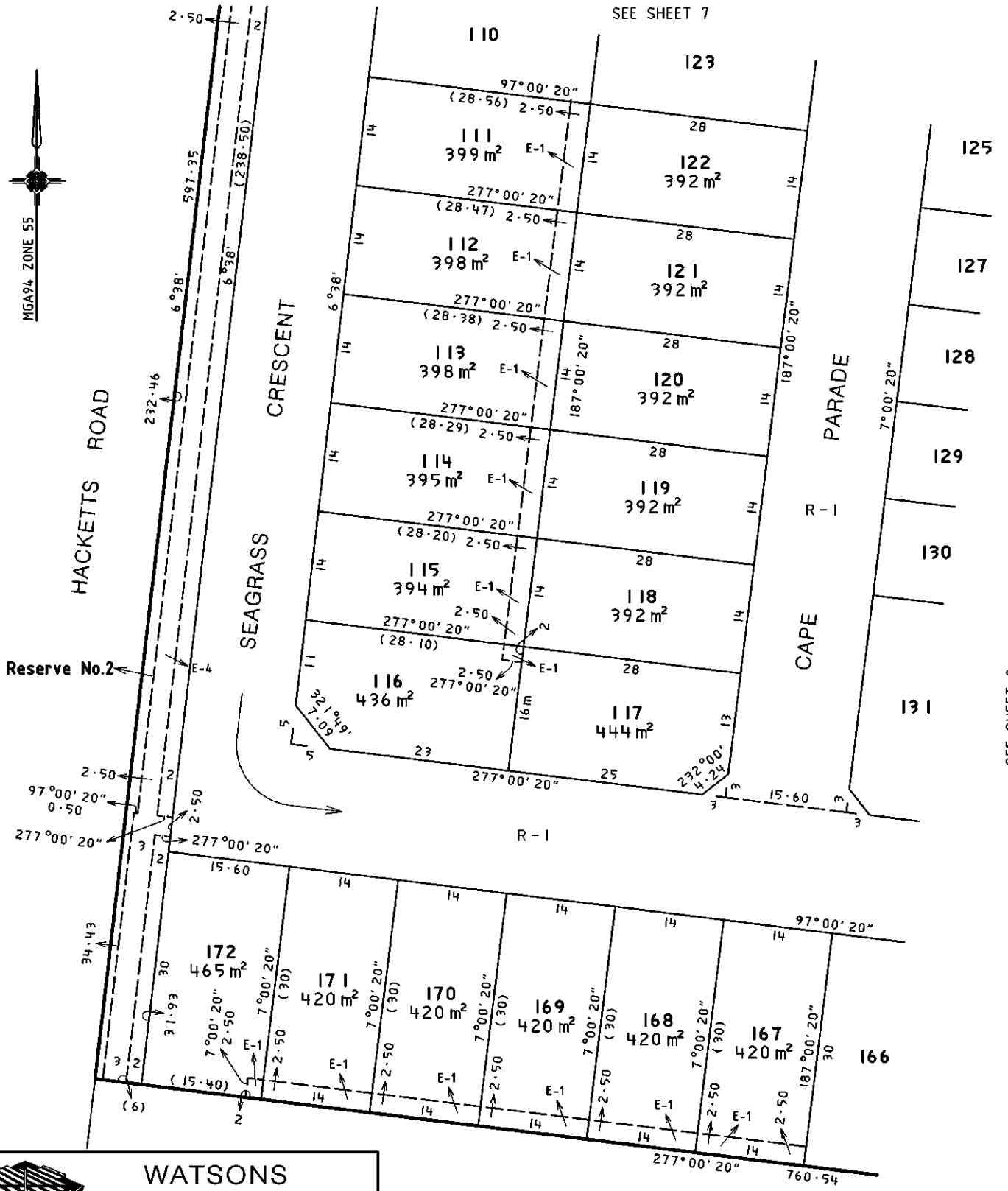
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SCALE 1:500

SCALE
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LENGTHS ARE IN METRES

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SHEET 8

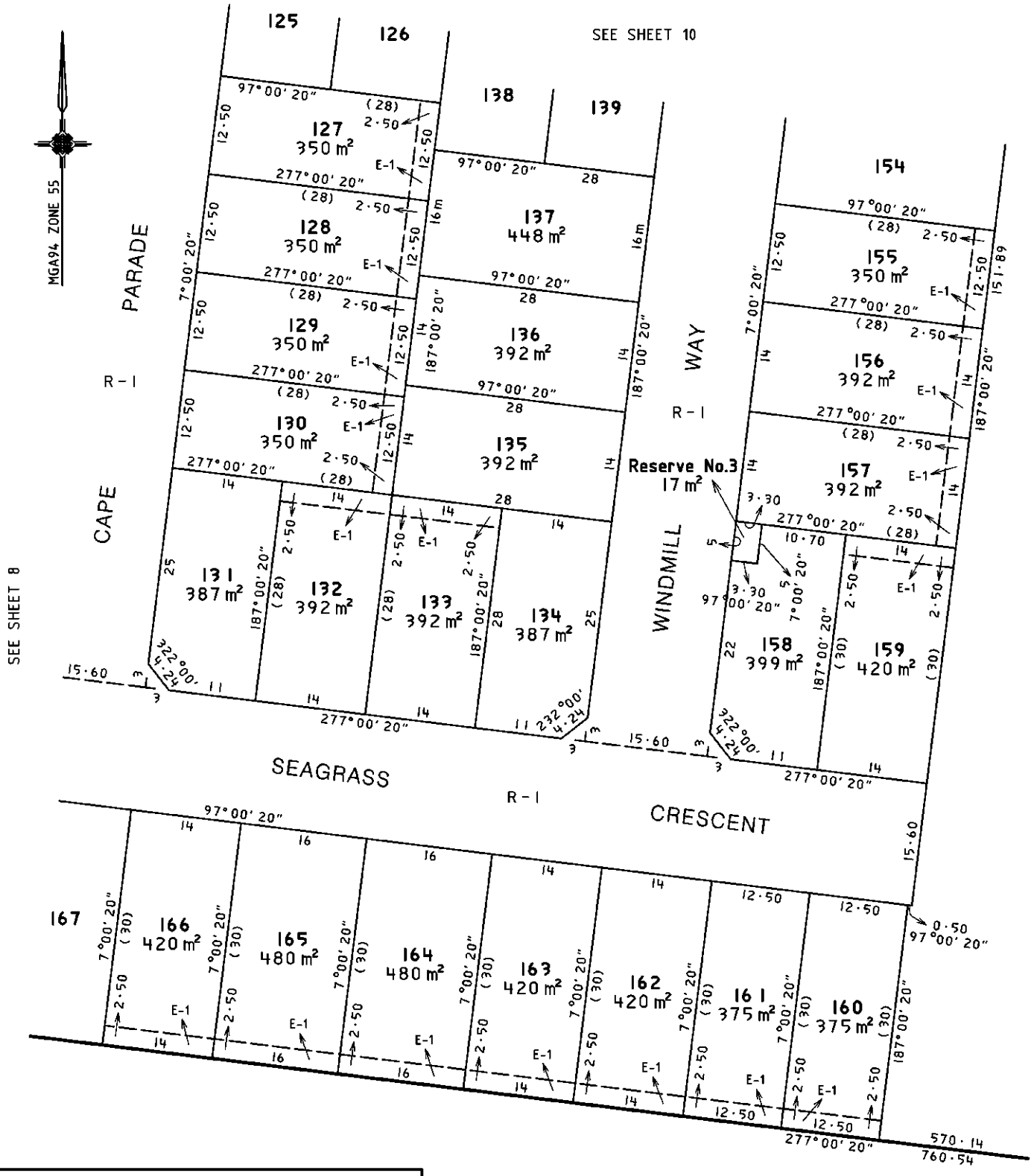
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ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE
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SHEET 9

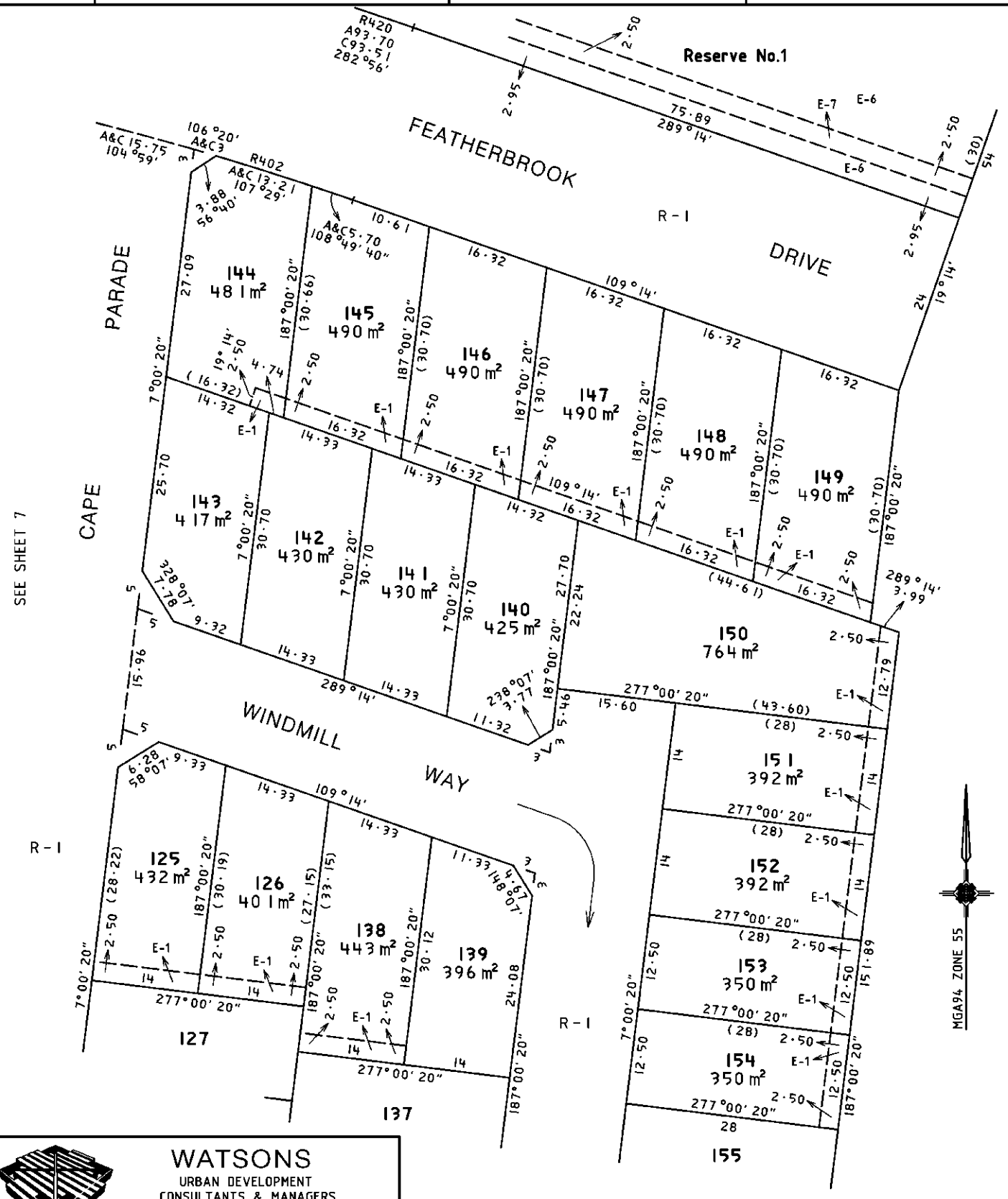
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ORIGINAL SCALE	SHEET SIZE
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SCALE
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LENGTHS ARE IN METRES

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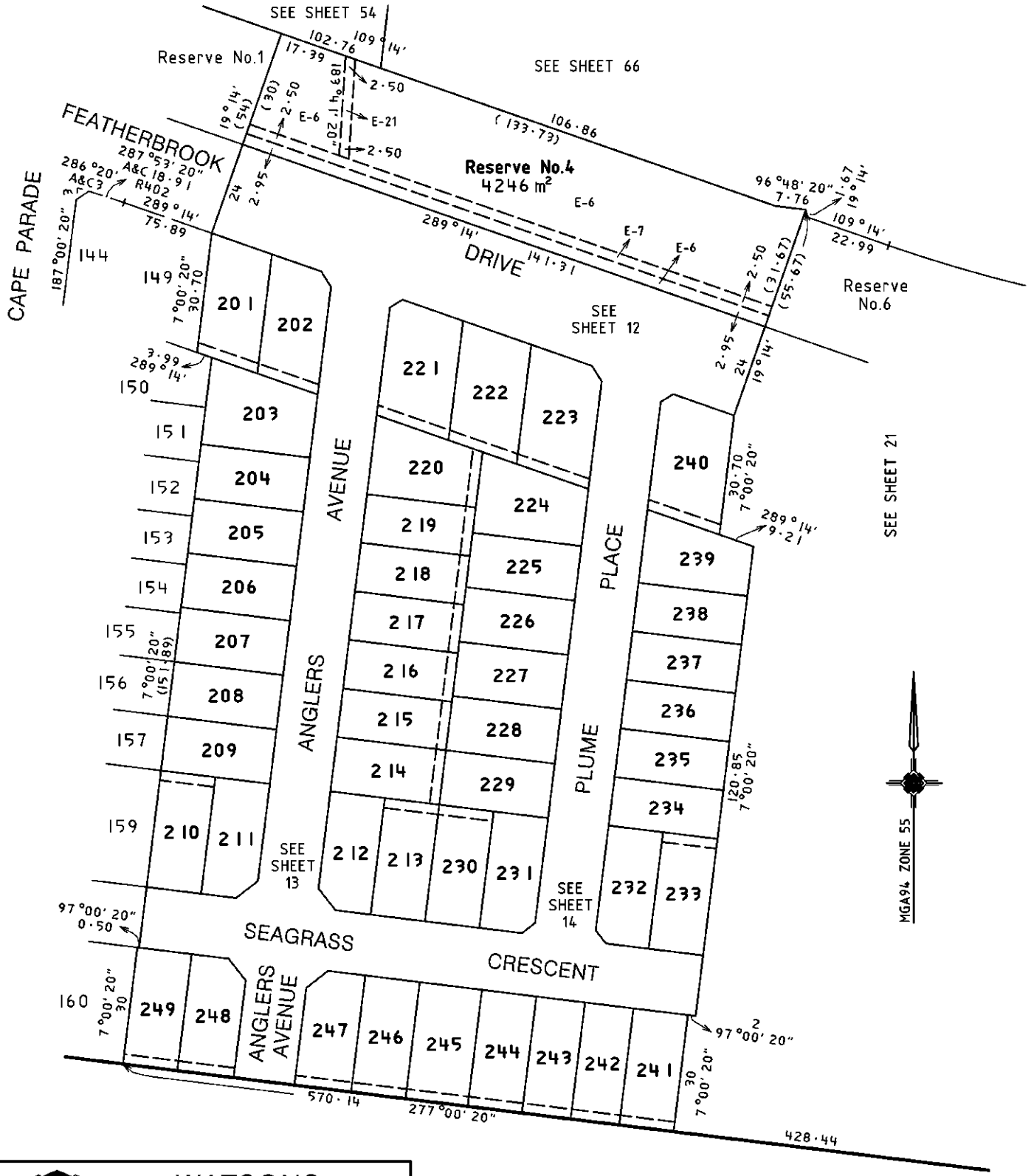
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ORIGINAL SHEET SIZE A3

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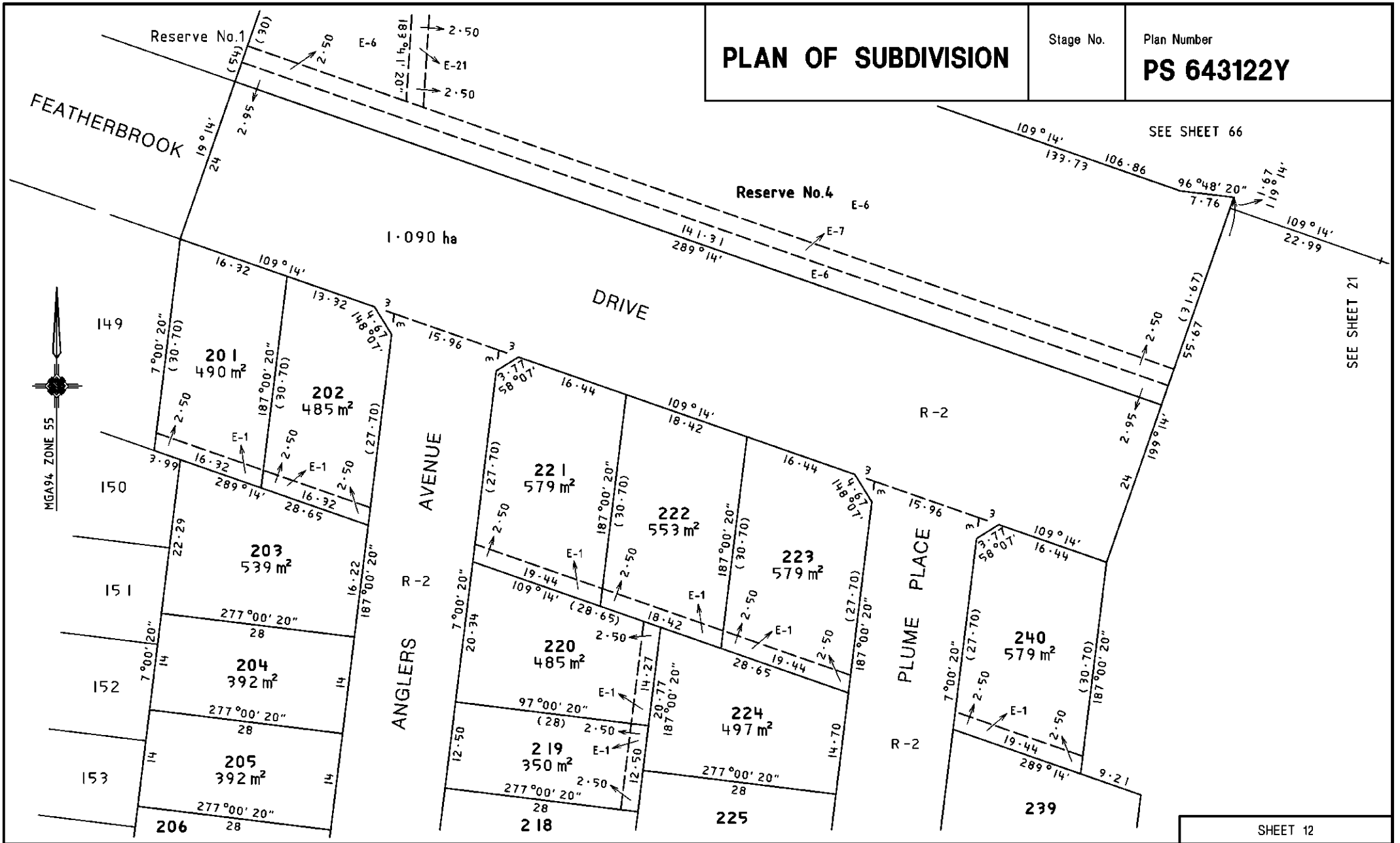
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LENGTHS ARE IN METRES

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SHEET 12

DATE / /20
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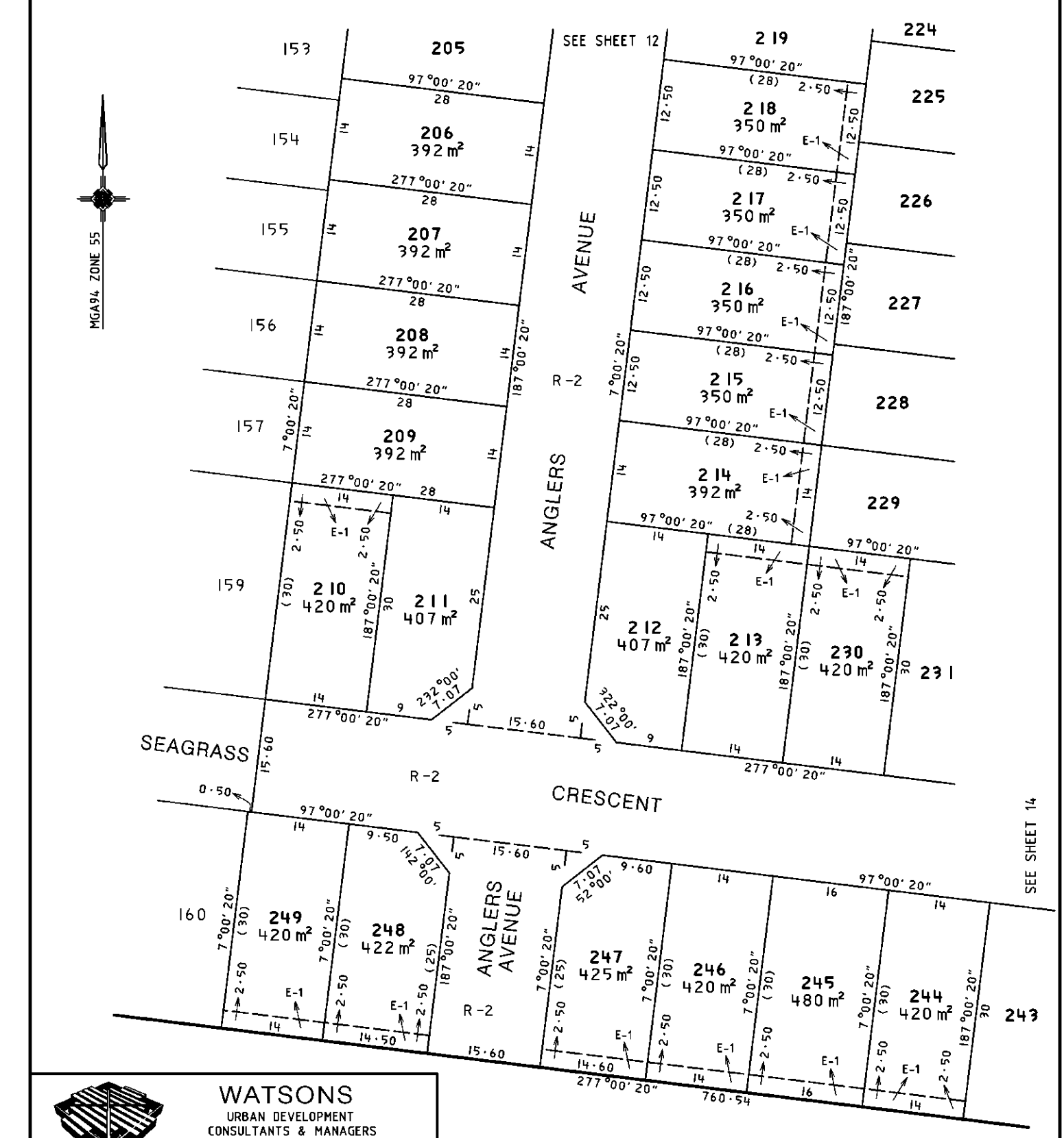
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SHEET SIZE A3

SCALE

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LENGTHS ARE IN METRES

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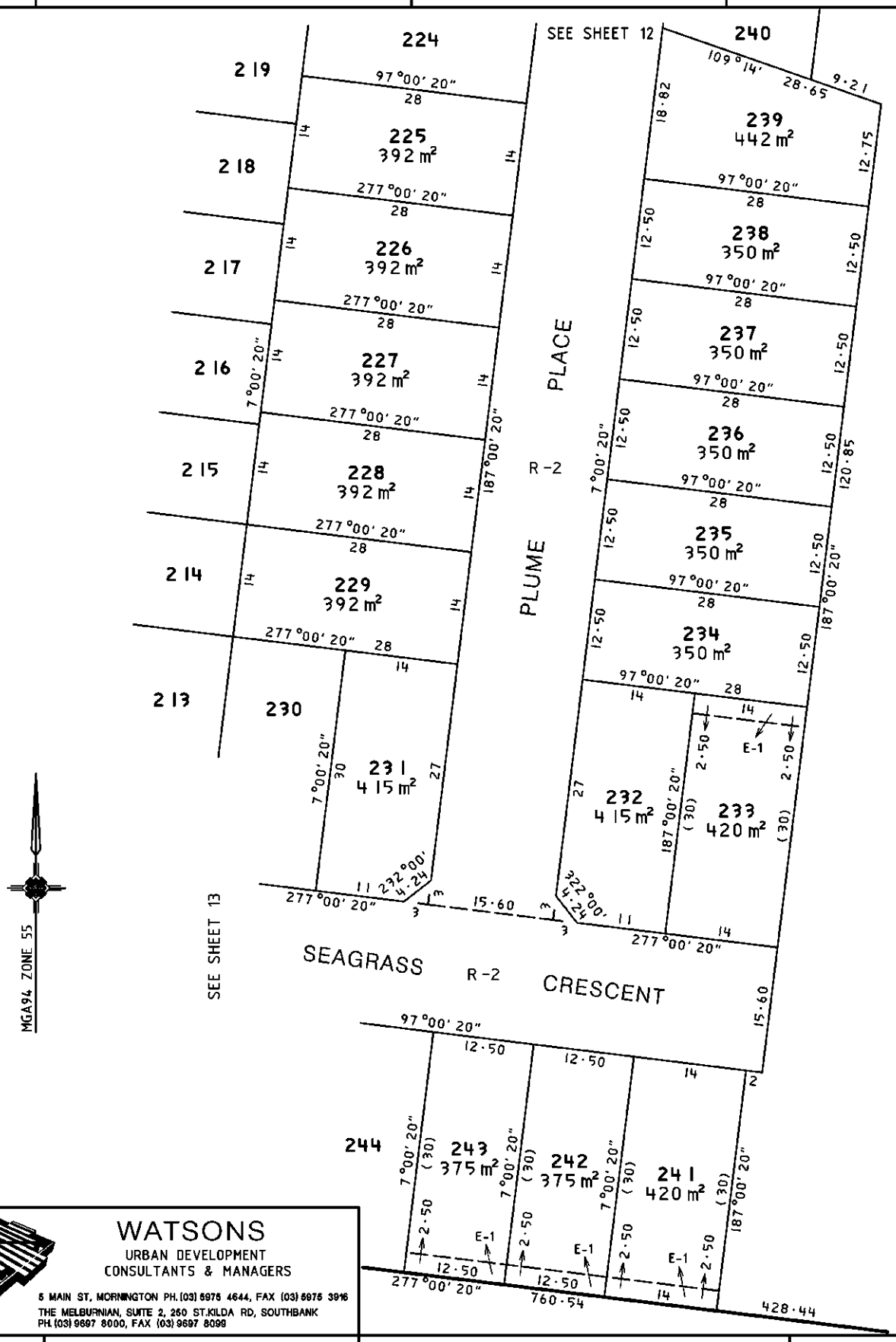
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Stage No.

Plan Number

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SHEET SIZE A3

SCALE 0 5 10 15 20 25

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DATE / /20

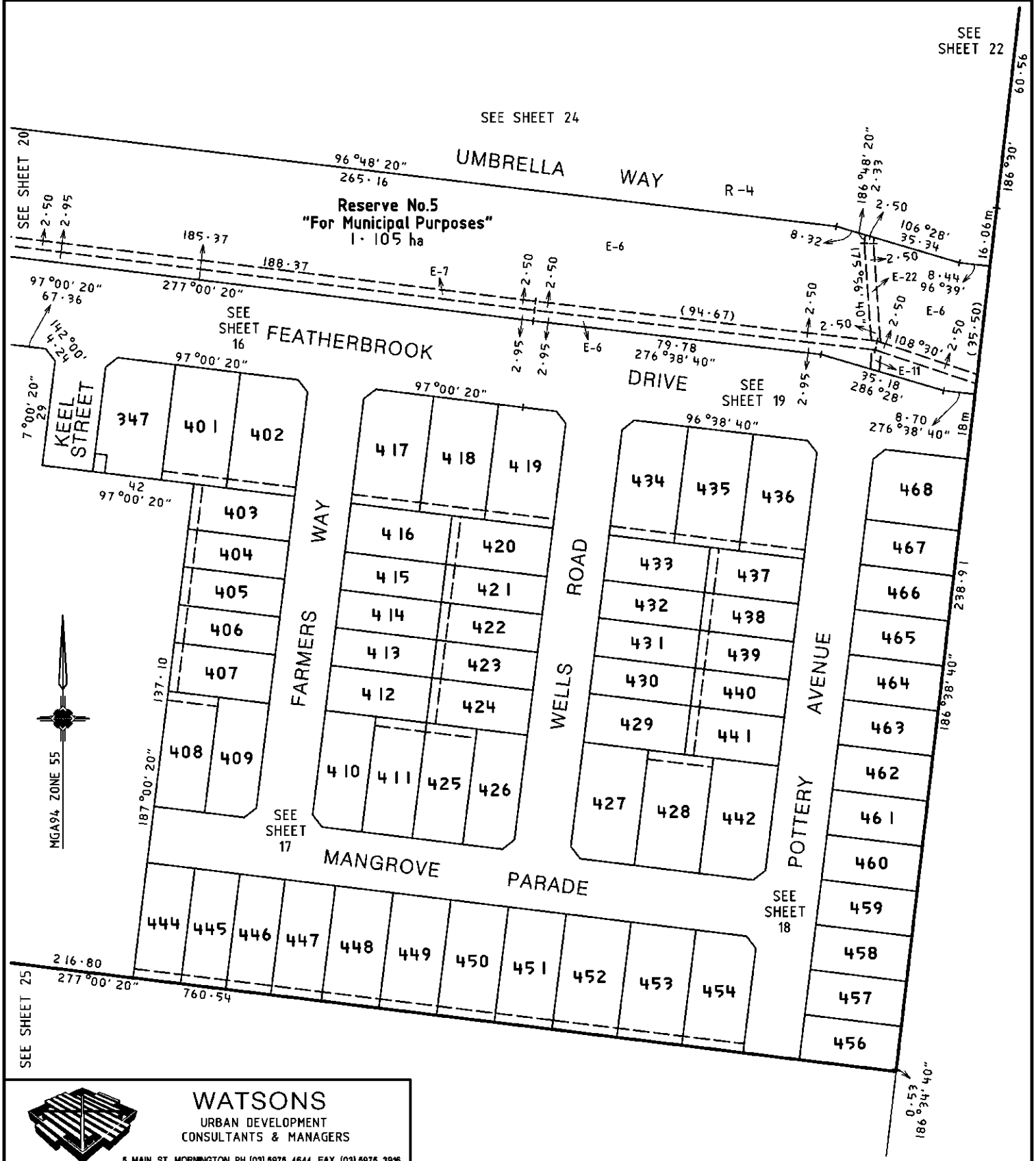
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ORIGINAL SHEET SIZE A3

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SHEET SIZE A3

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DATE / /20

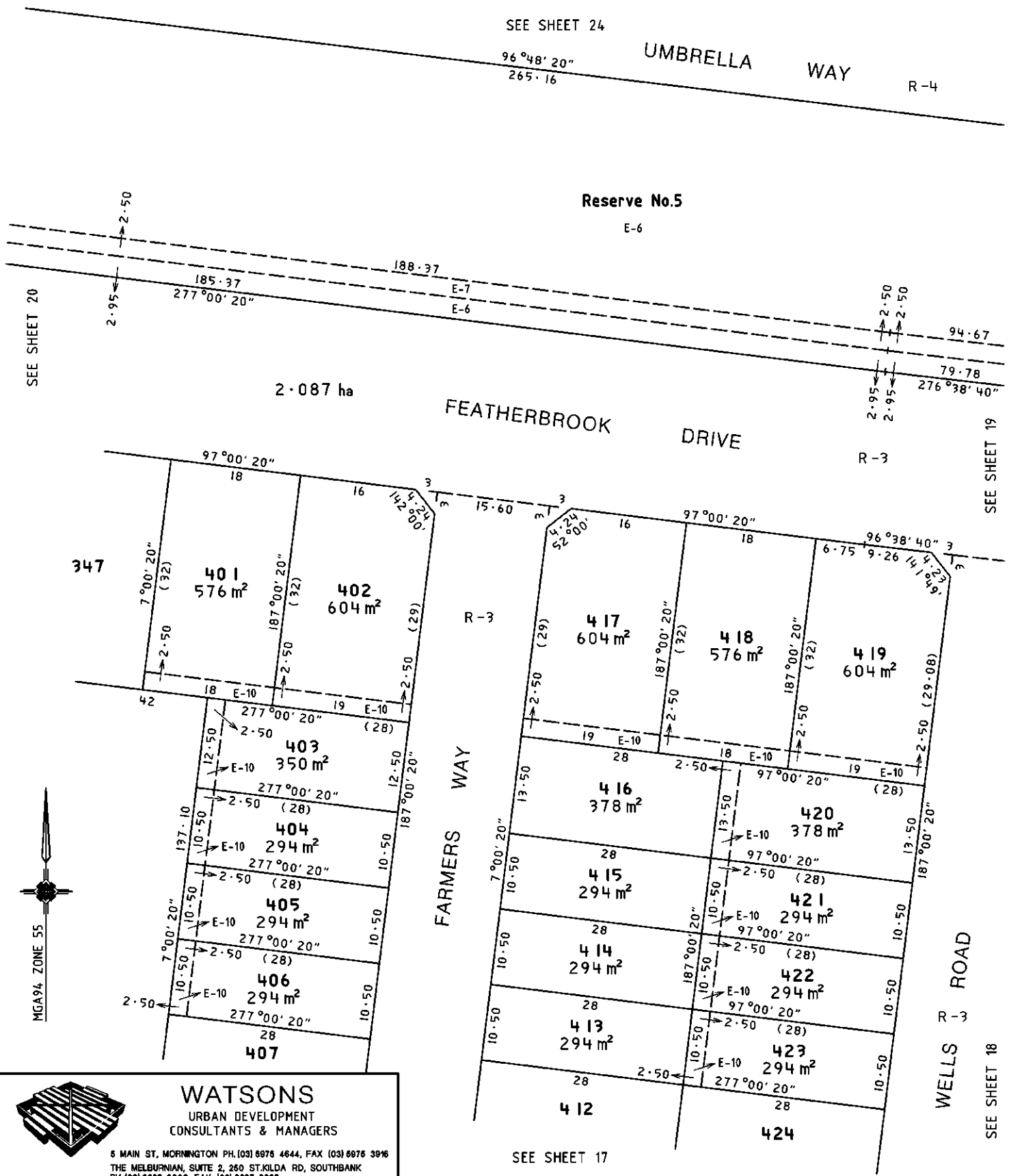
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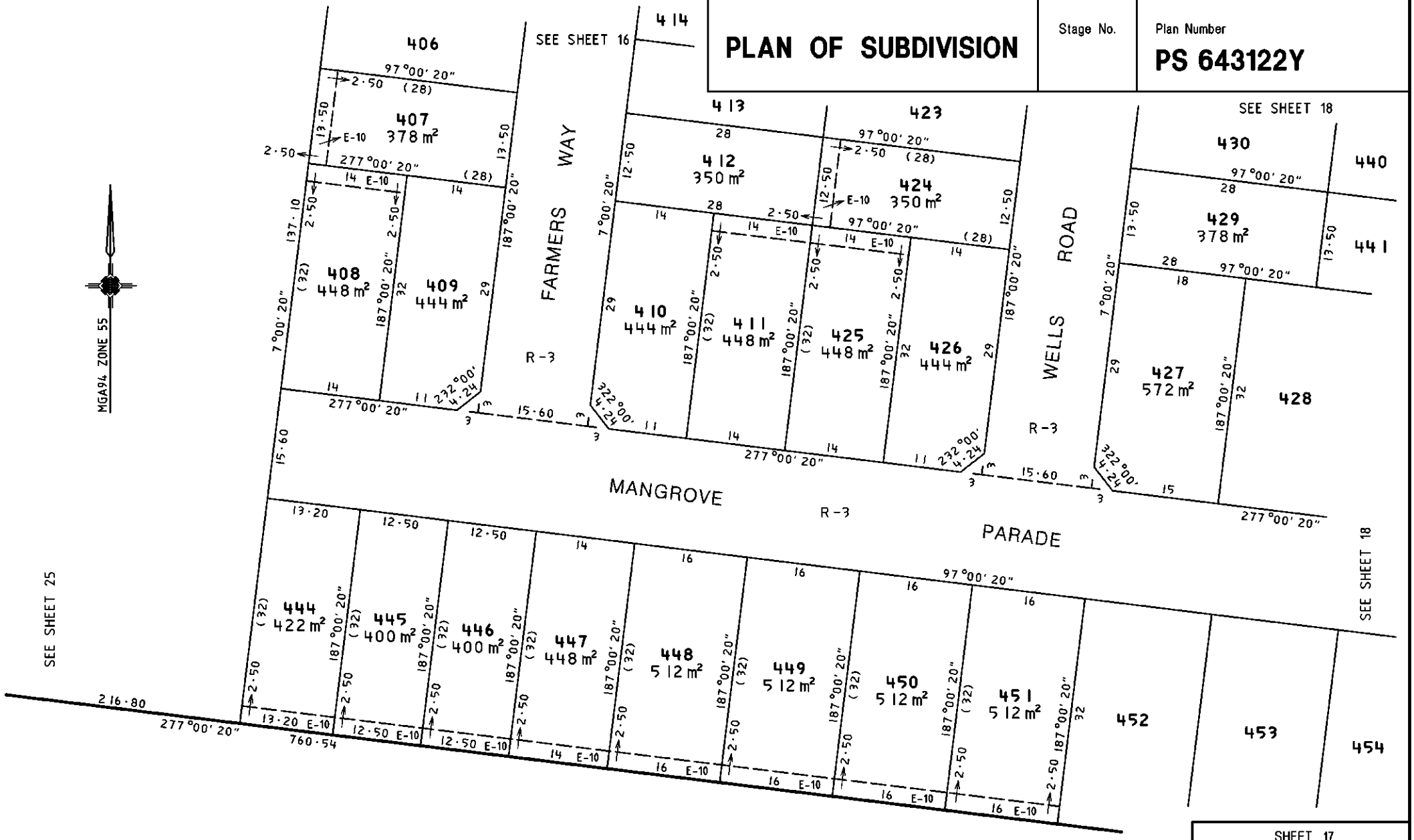
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 643122Y



SHEET 17

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DATE / /20

COUNCIL DELEGATE SIGNATURE

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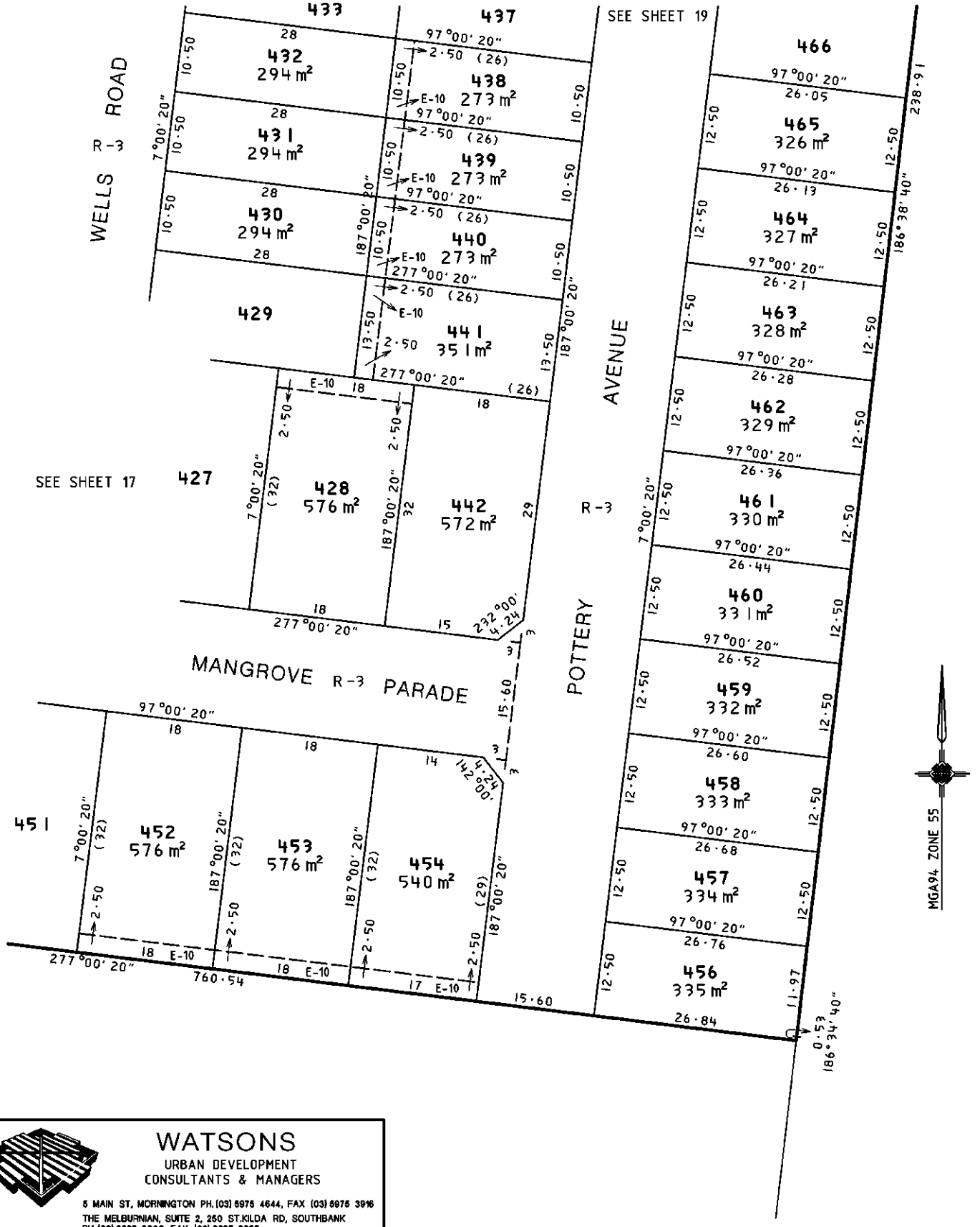
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ORIGINAL SHEET SIZE A3

SCALE 1:500

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REF 35983 VERSION

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DATE / /20

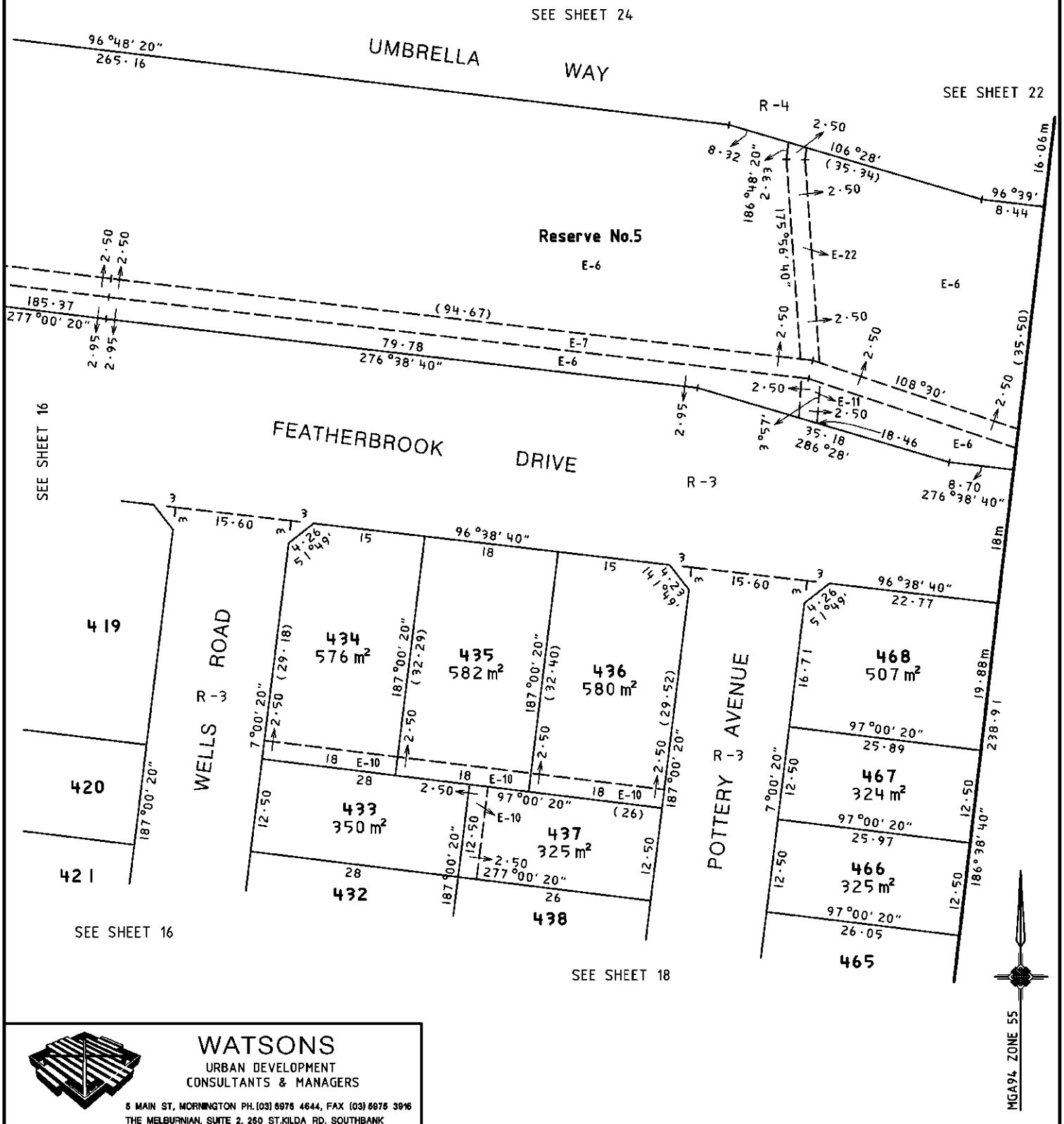
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PLAN OF SUBDIVISION

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ORIGINAL SCALE	SHEET SIZE
1:500	A3

SCALE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 35983 VERSION

SHEET 19

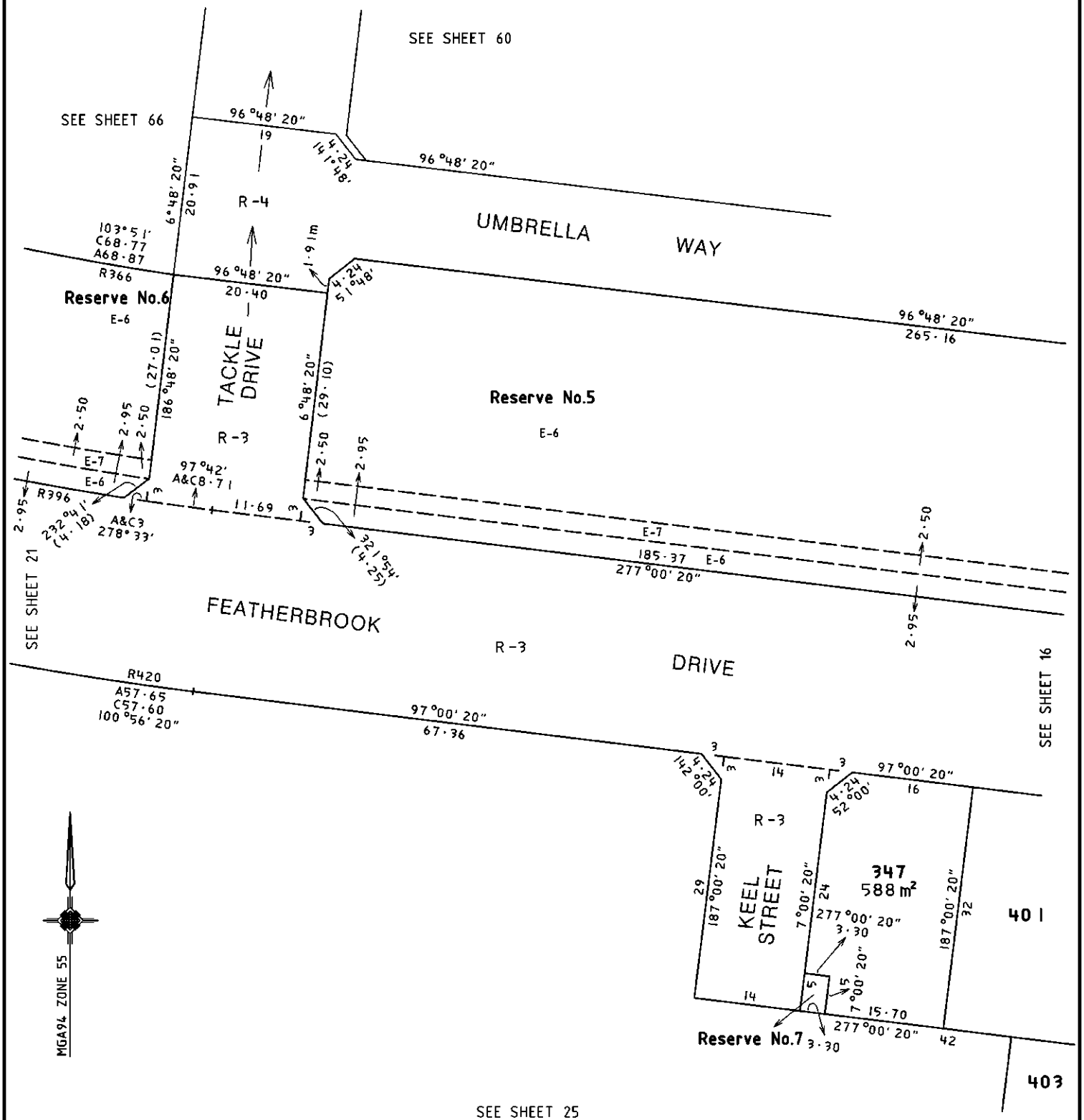
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 643122Y



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 260 ST.KILDA RD, SOUTHBANK
PH. (03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SHEET SIZE | SCALE | SHEET SIZE
1:500 | A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 35983 VERSION

SHEET 20

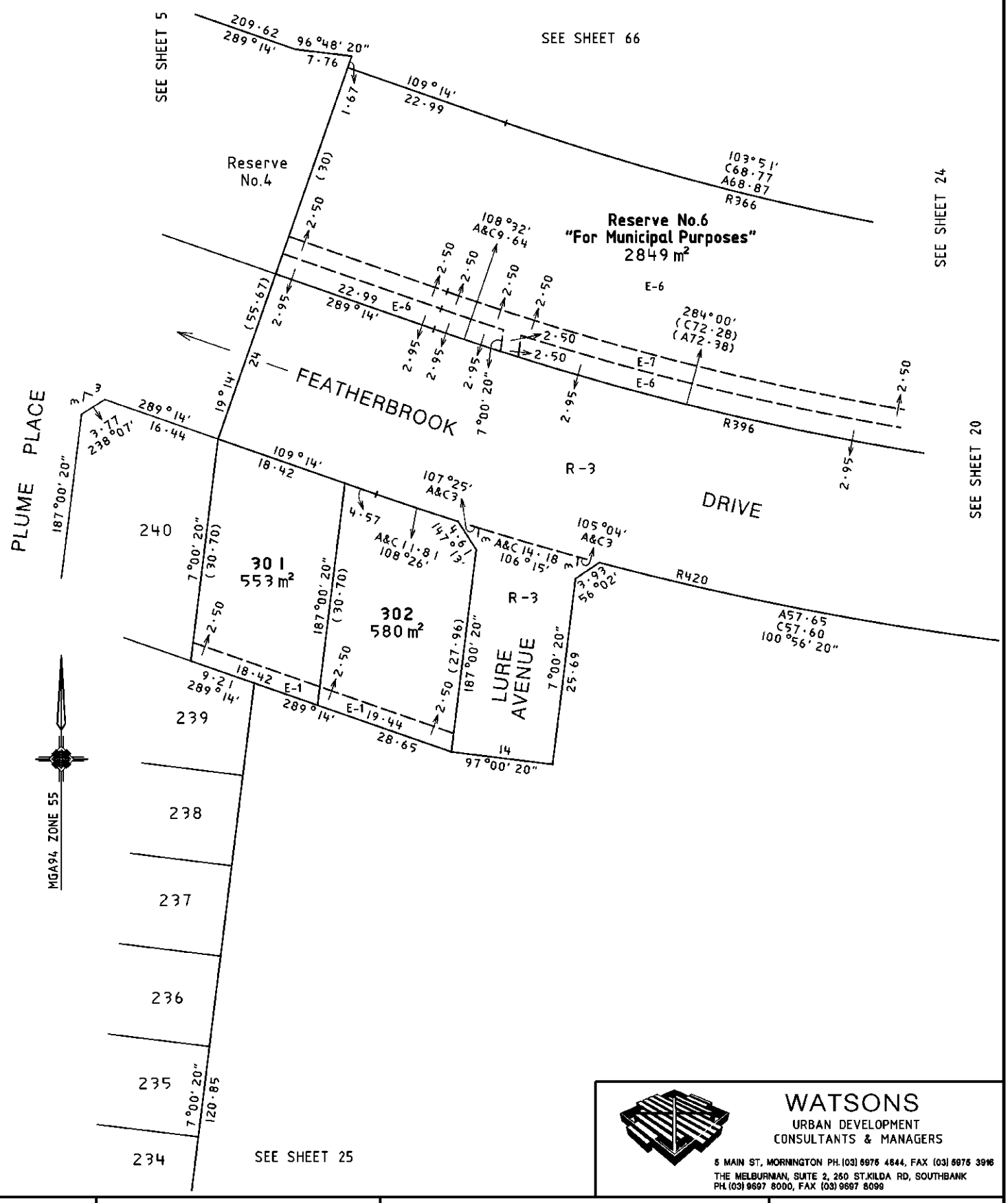
DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 643122Y



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 260 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE 1:500 | SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 35983 VERSION

SHEET 21

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

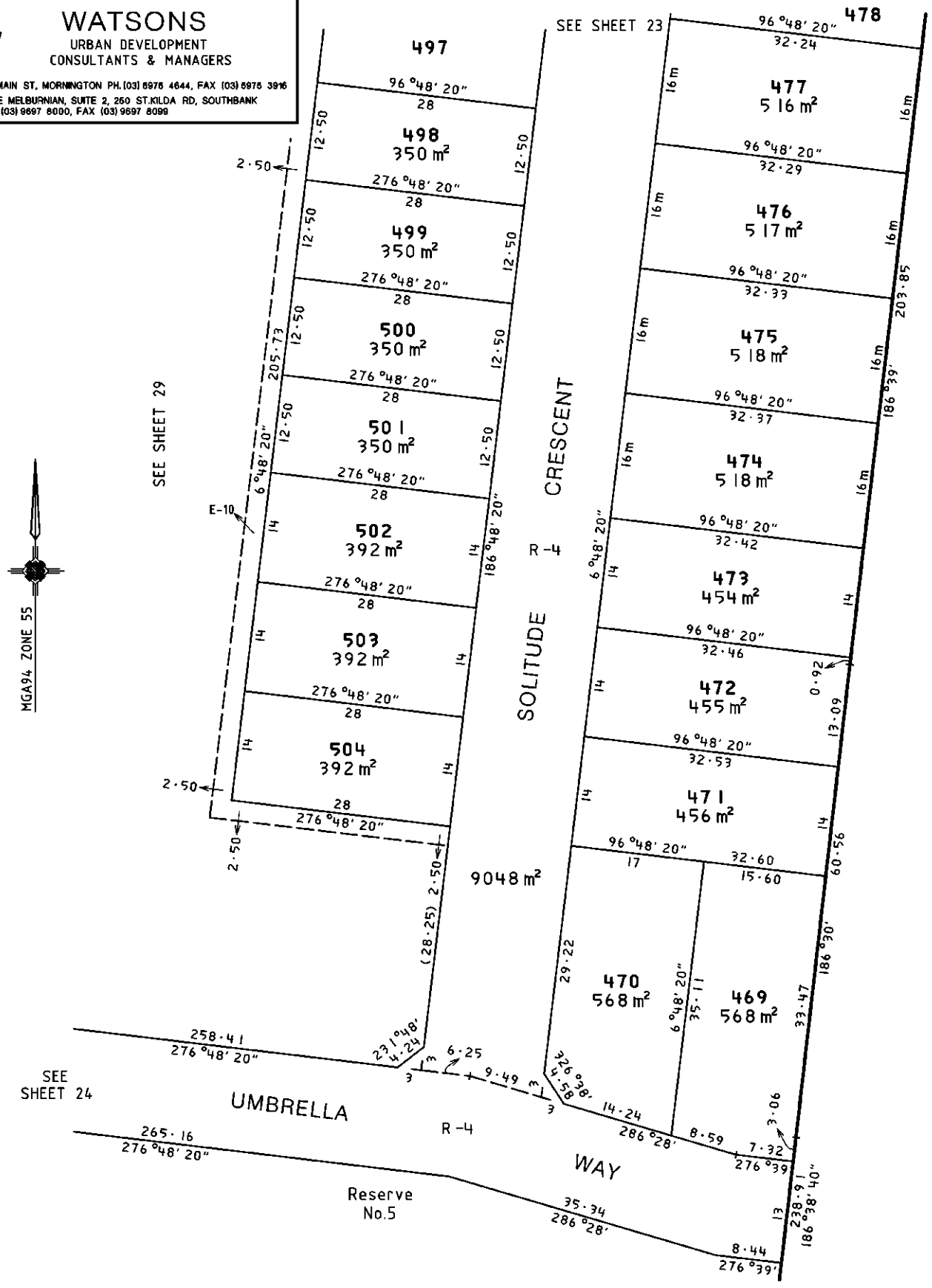
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 643122Y

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099



ORIGINAL
SCALE 1:500 | SHEET SIZE A3

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 35983 VERSION

SHEET 22

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

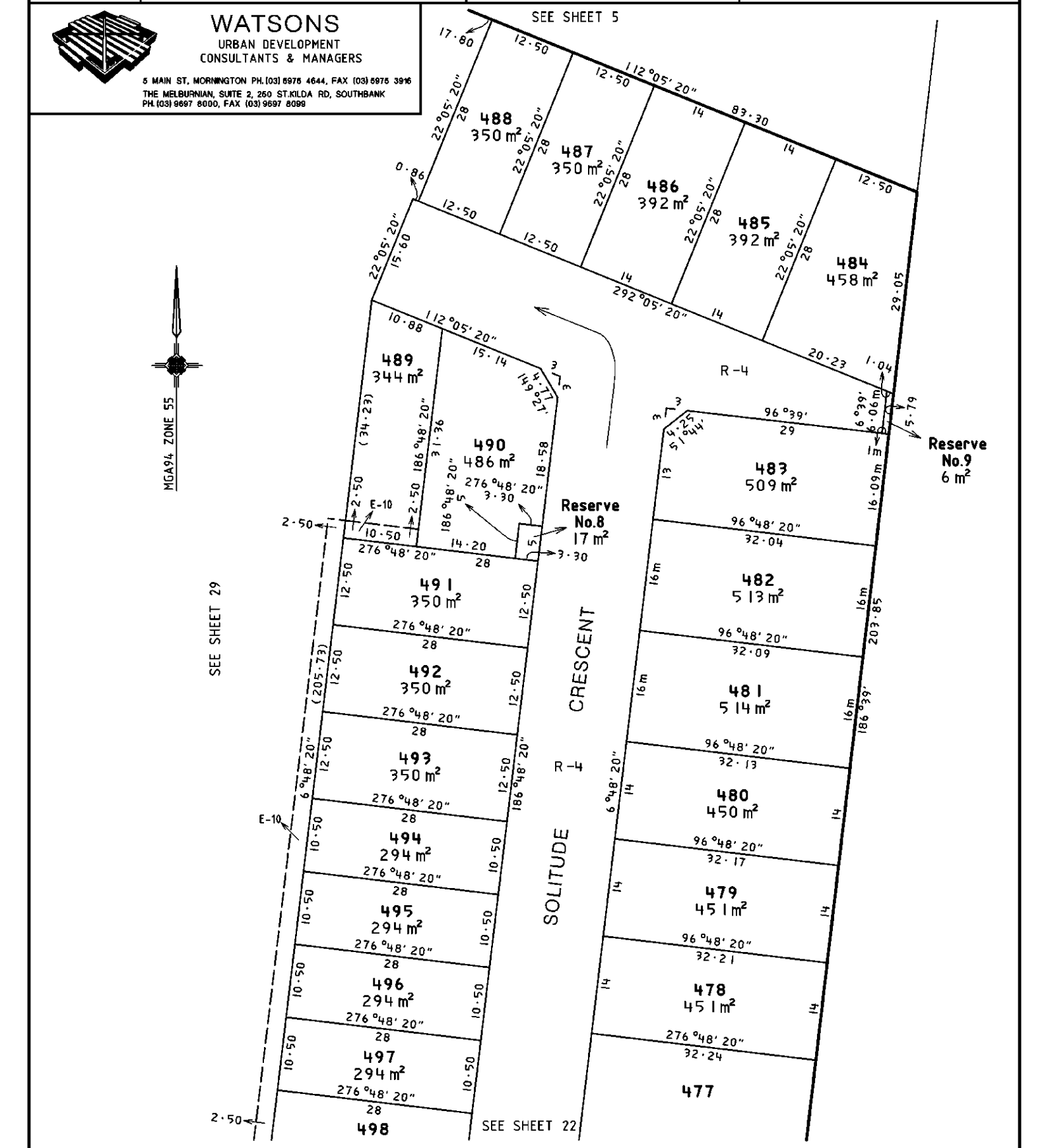
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 643122Y

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099



ORIGINAL SHEET SIZE A3 | SCALE 1:500 | SHEET SIZE A3

SCALE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 35983 VERSION

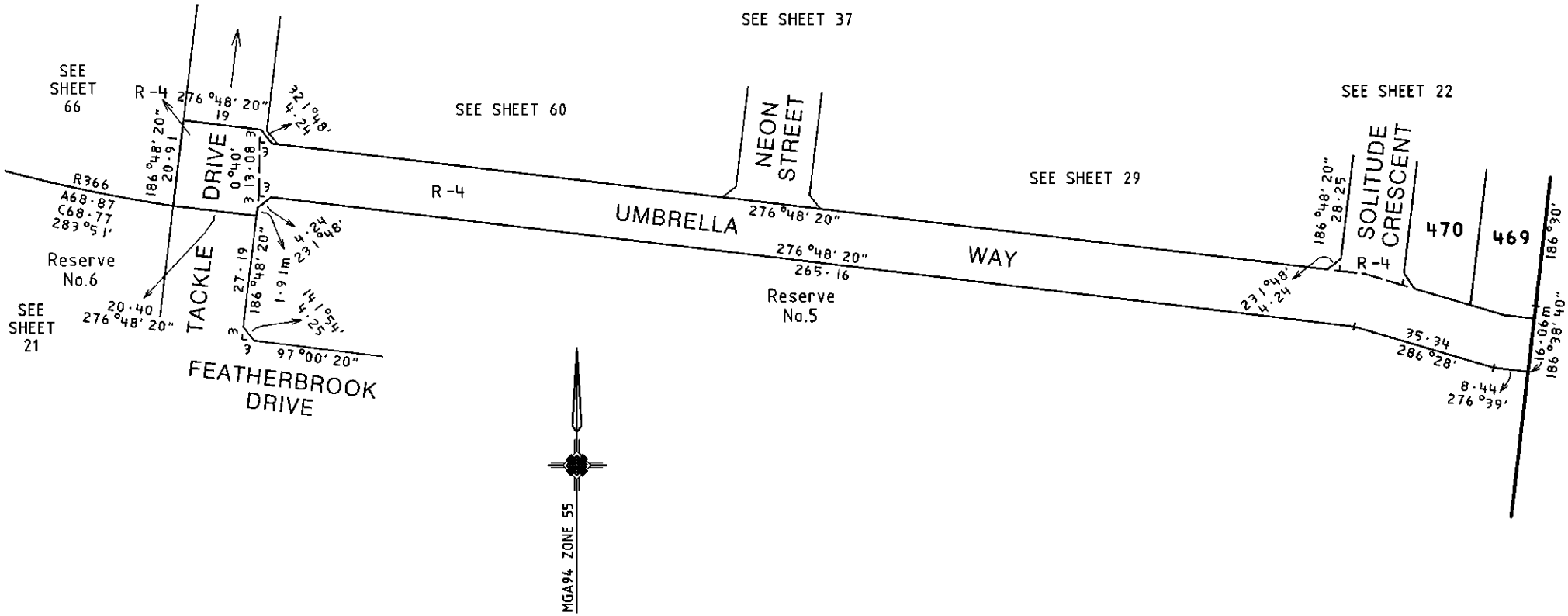
SHEET 23

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 643122Y



SHEET 24

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:1000	A3

SCALE
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LENGTHS ARE IN METRES

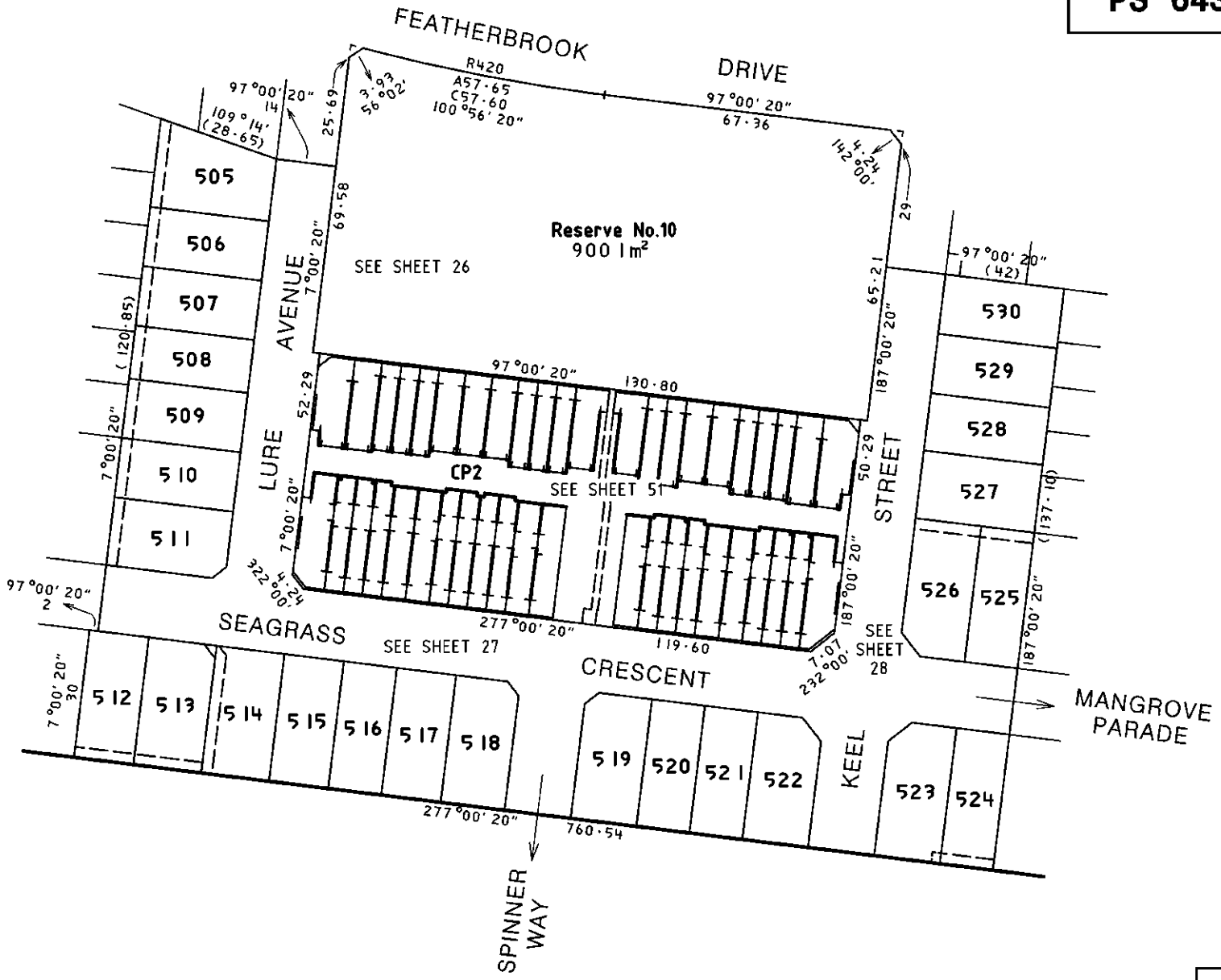
LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG
SIGNATURE DIGITALLY SIGNED DATE
REF 35983 VERSION

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

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Plan Number

PS 643122Y



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE
0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:1000

DIGITALLY SIGNED BY LICENSED SURVEYOR
JONATHAN TREVOR NEATE
REF 35983 VERSION

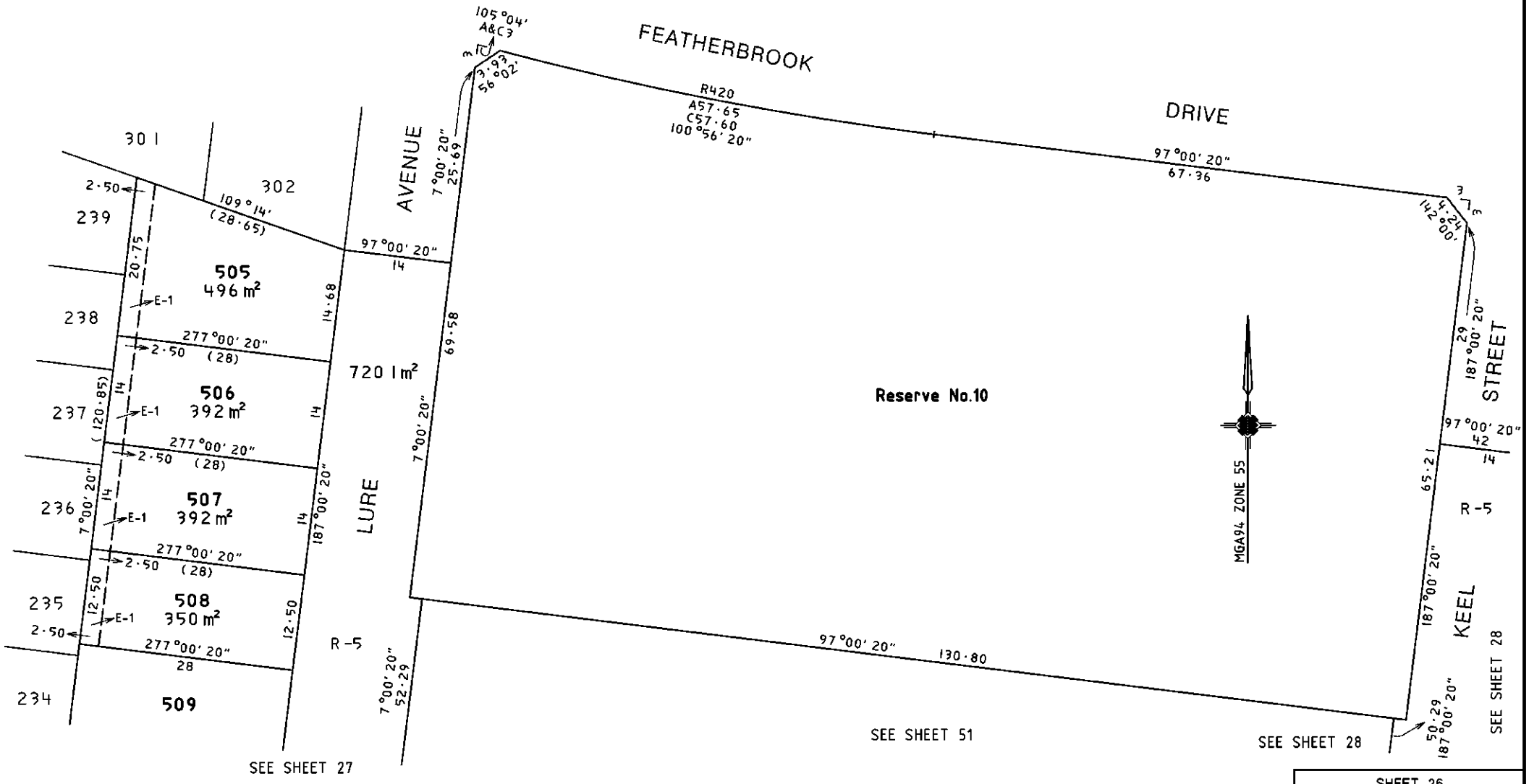
SHEET 25

ORIGINAL SHEET SIZE A3

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Plan Number

PS 643122Y



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500

DIGITALLY SIGNED BY LICENSED SURVEYOR
JONATHAN TREVOR NEATE
REF 35983 VERSION

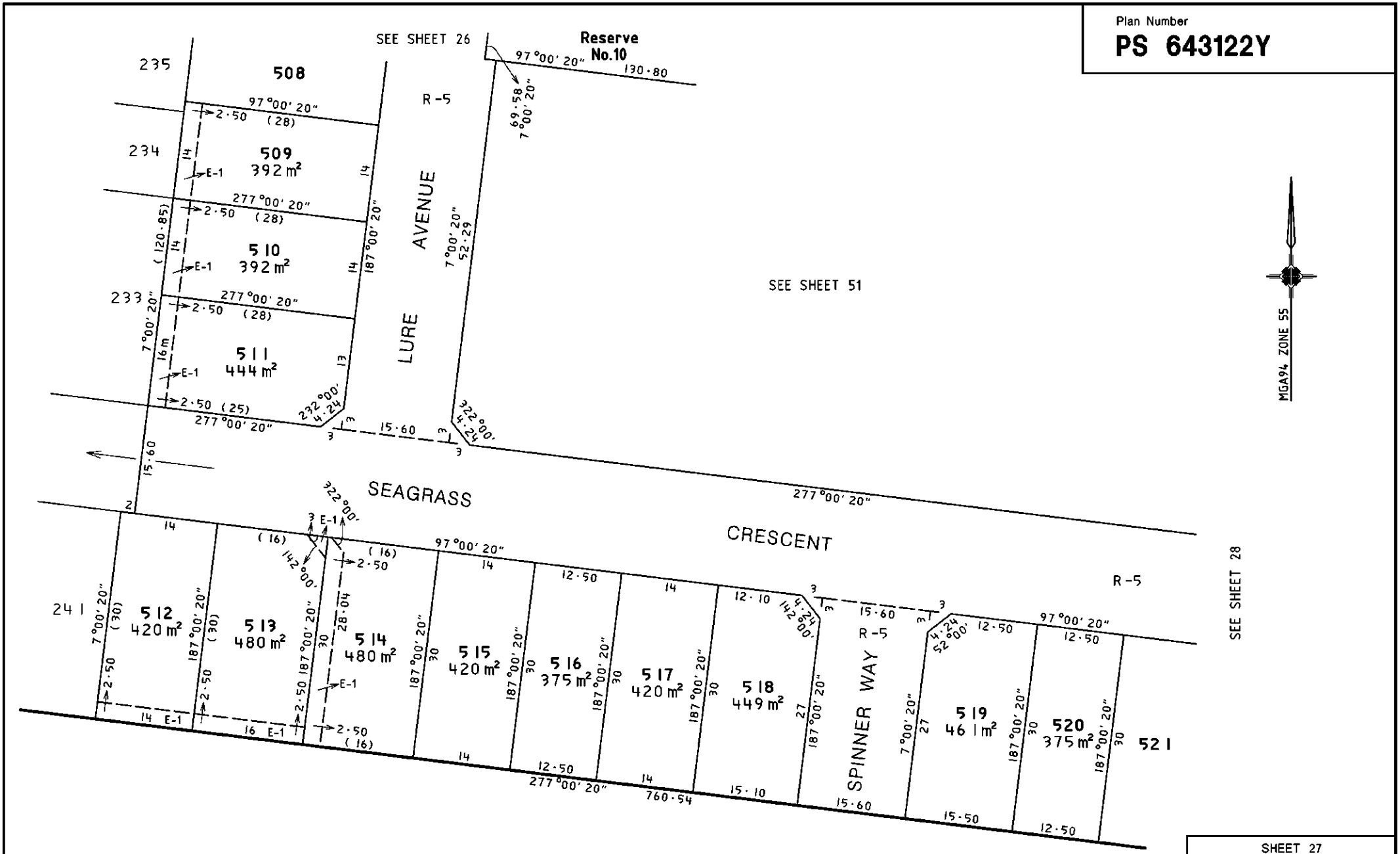
SHEET 26

ORIGINAL SHEET SIZE A3

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Plan Number

PS 643122Y



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 0 5 10 15 20 25
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500

DIGITALLY SIGNED BY LICENSED SURVEYOR
JONATHAN TREVOR NEATE
REF 35983 VERSION

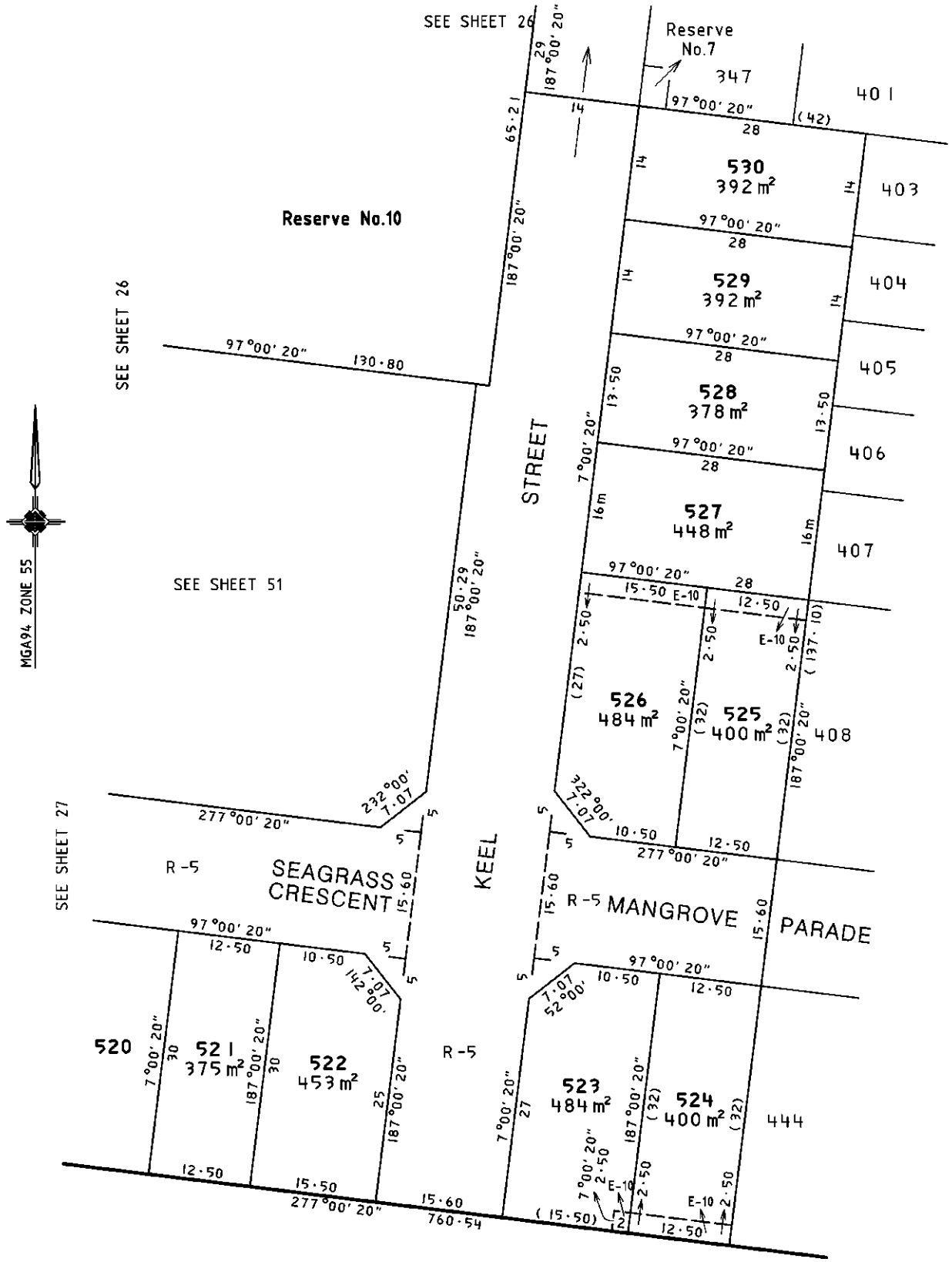
SHEET 27

ORIGINAL SHEET SIZE A3

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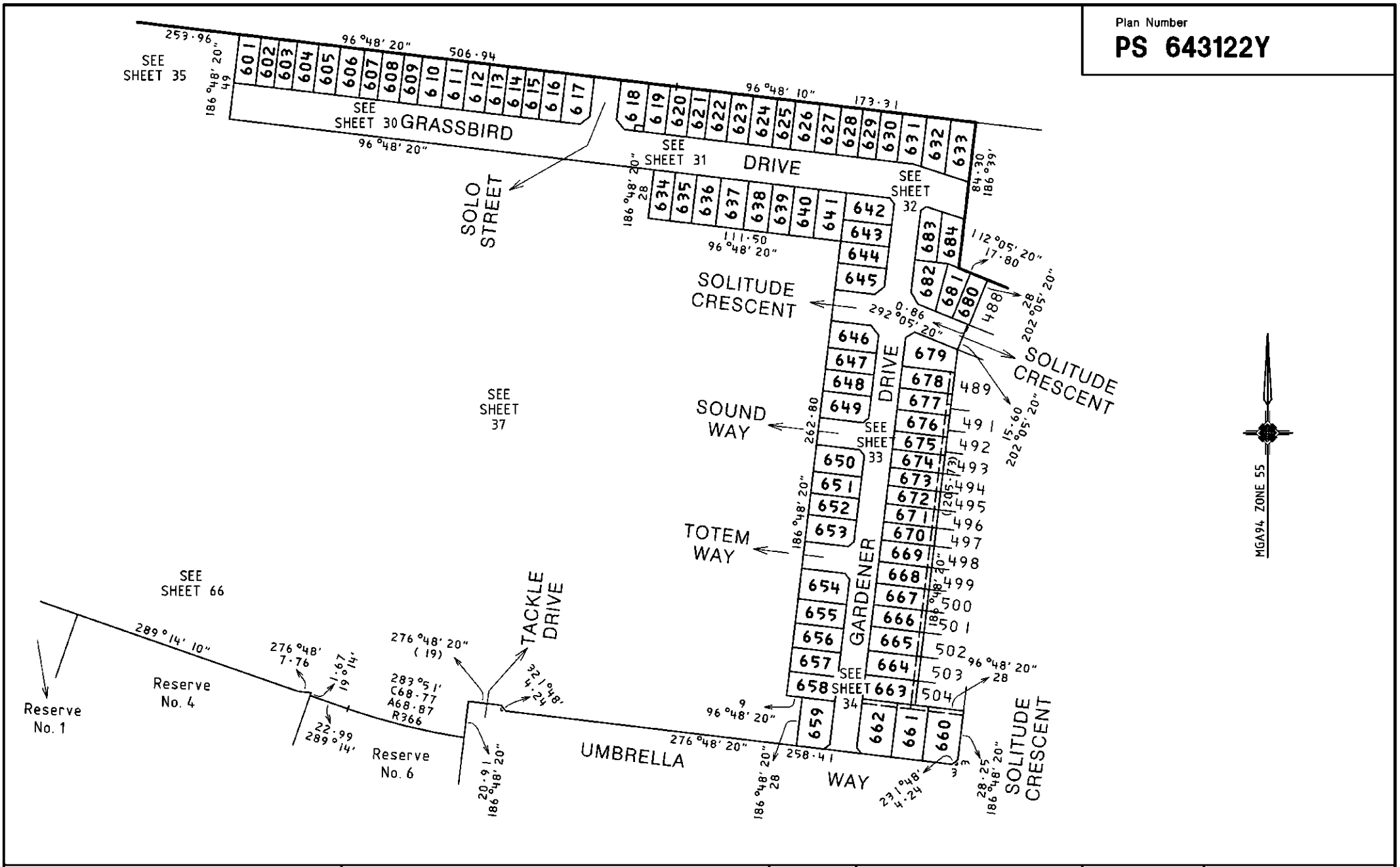
Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:500
	DIGITALLY SIGNED BY LICENSED SURVEYOR JONATHAN TREVOR NEATE REF 35983 VERSION	SHEET 28 ORIGINAL SHEET SIZE A3

Plan Number

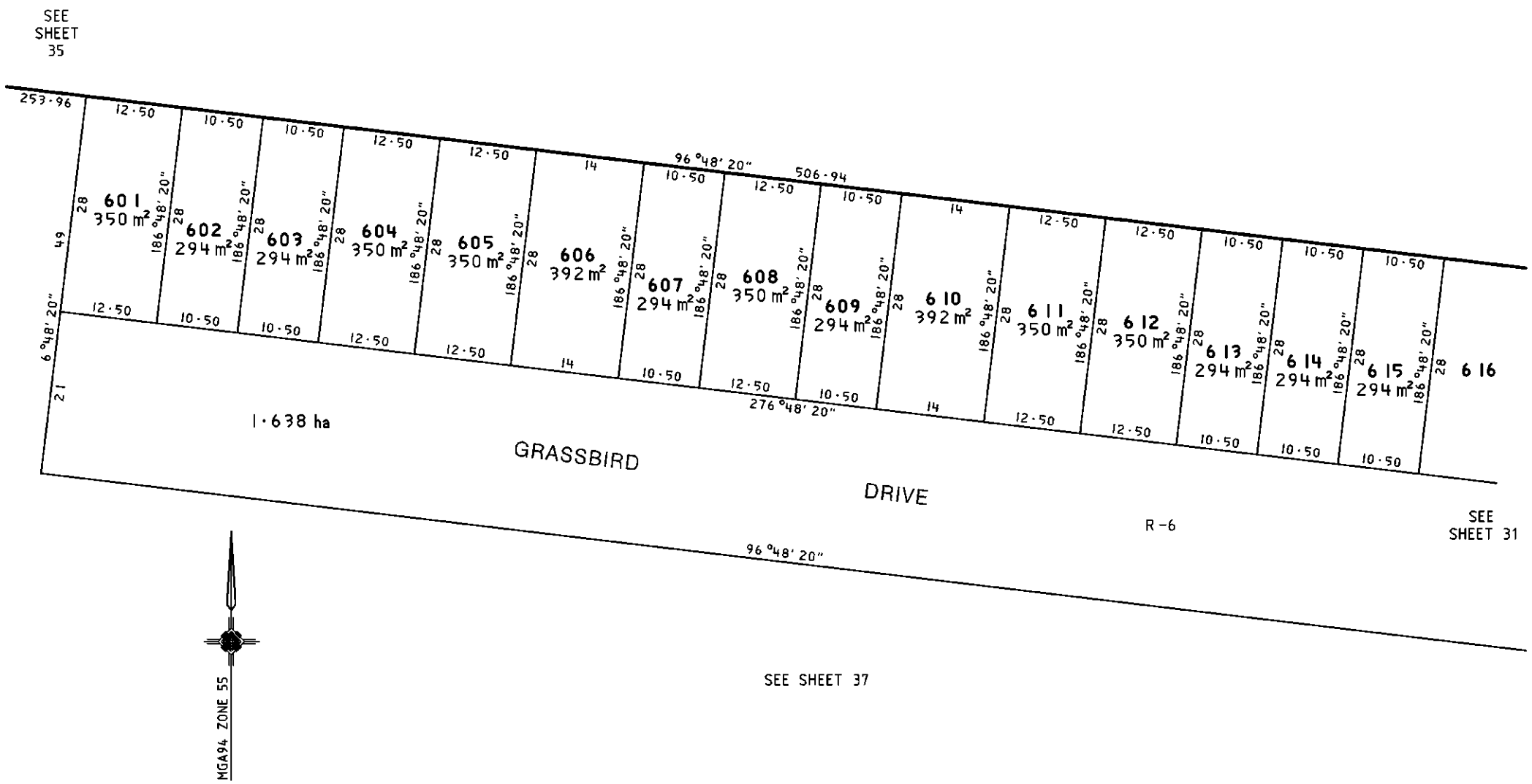
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099		SCALE 1:2000	0 20 40 60 80 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 29
		KEVIN CHARLES WALSH, VERSION			

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Plan Number
PS 643122Y



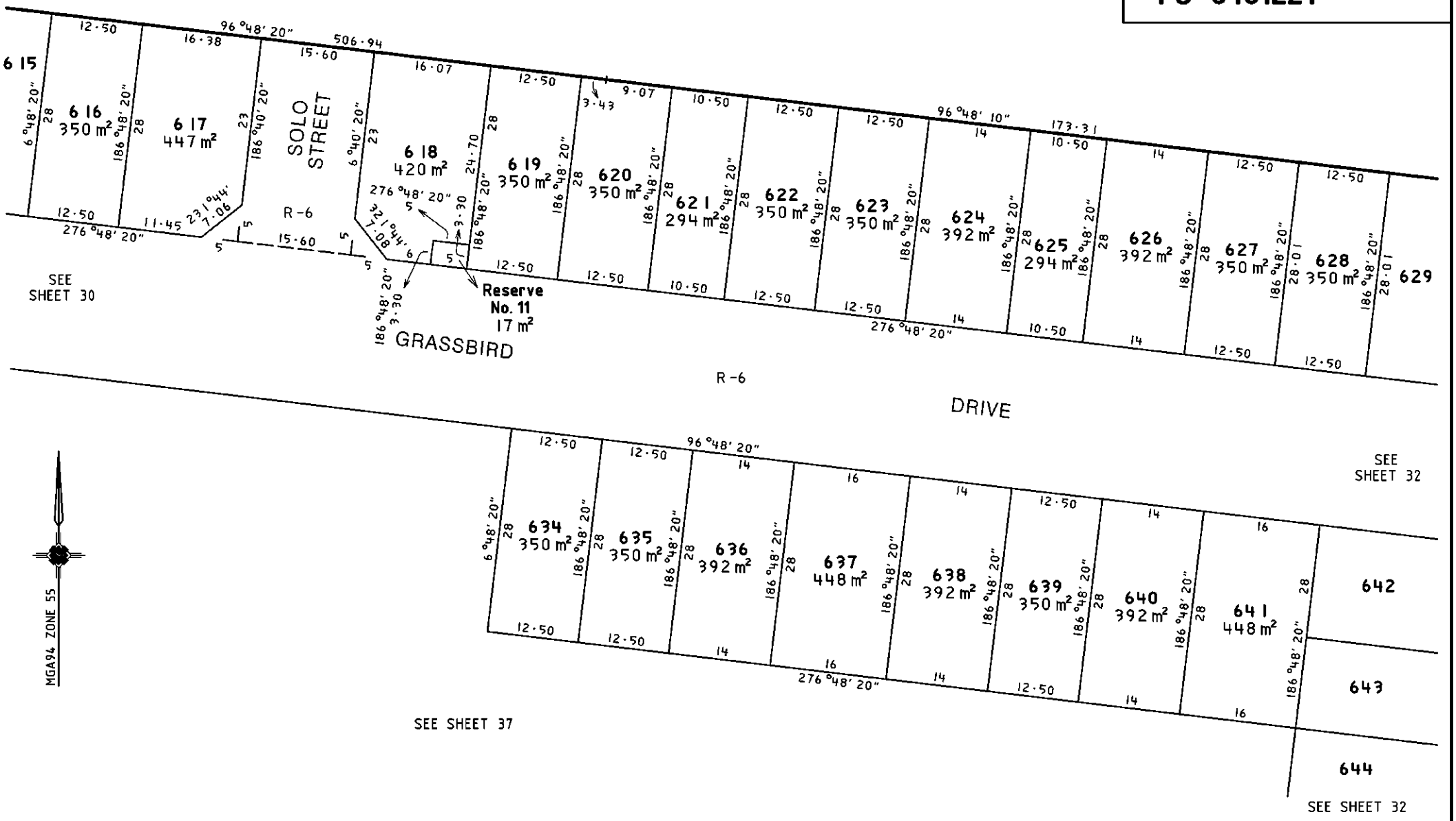
WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 30
KEVIN CHARLES WALSH, VERSION			

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Plan Number

PS 643122Y



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

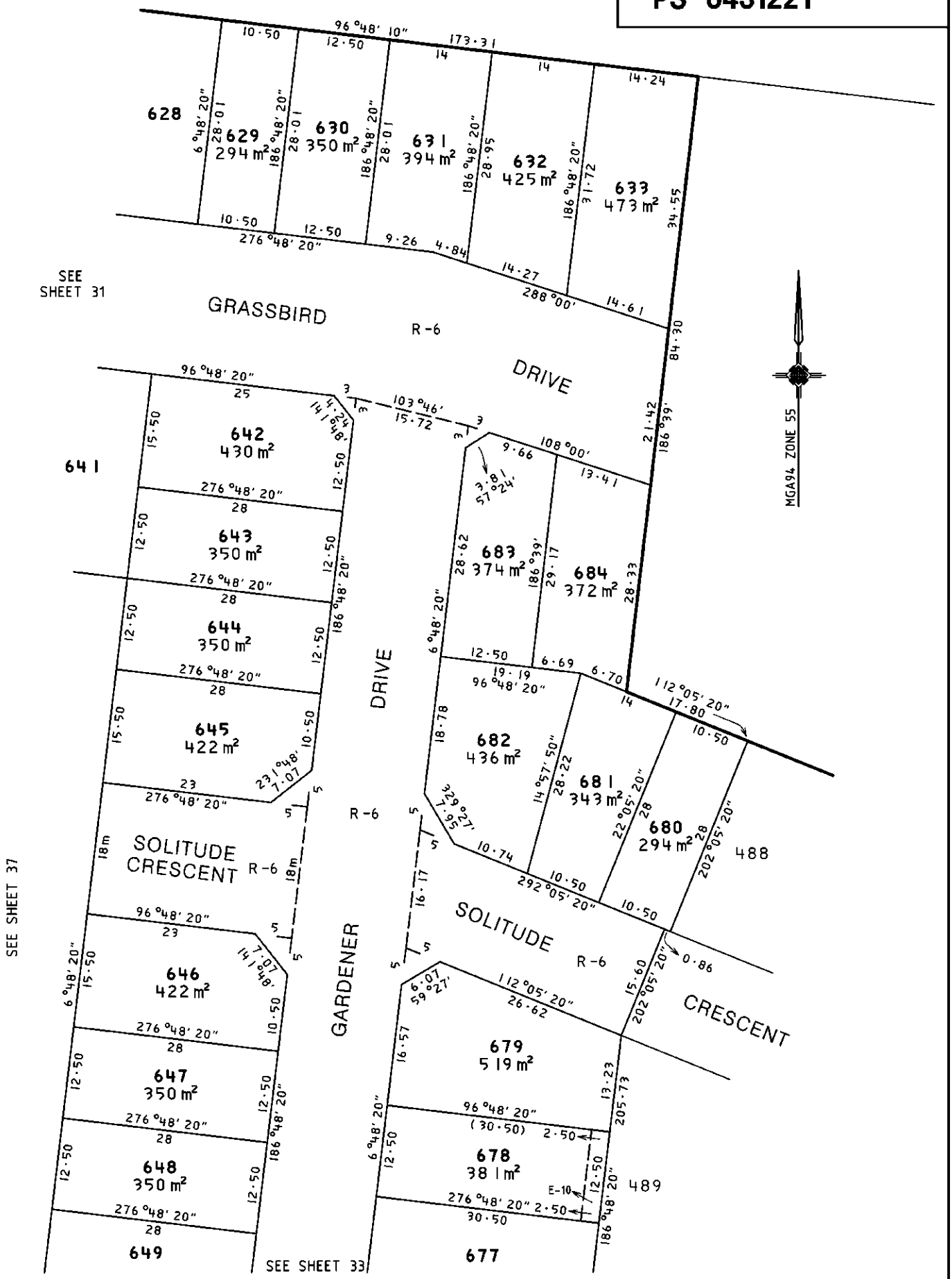
SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 31

KEVIN CHARLES WALSH, VERSION

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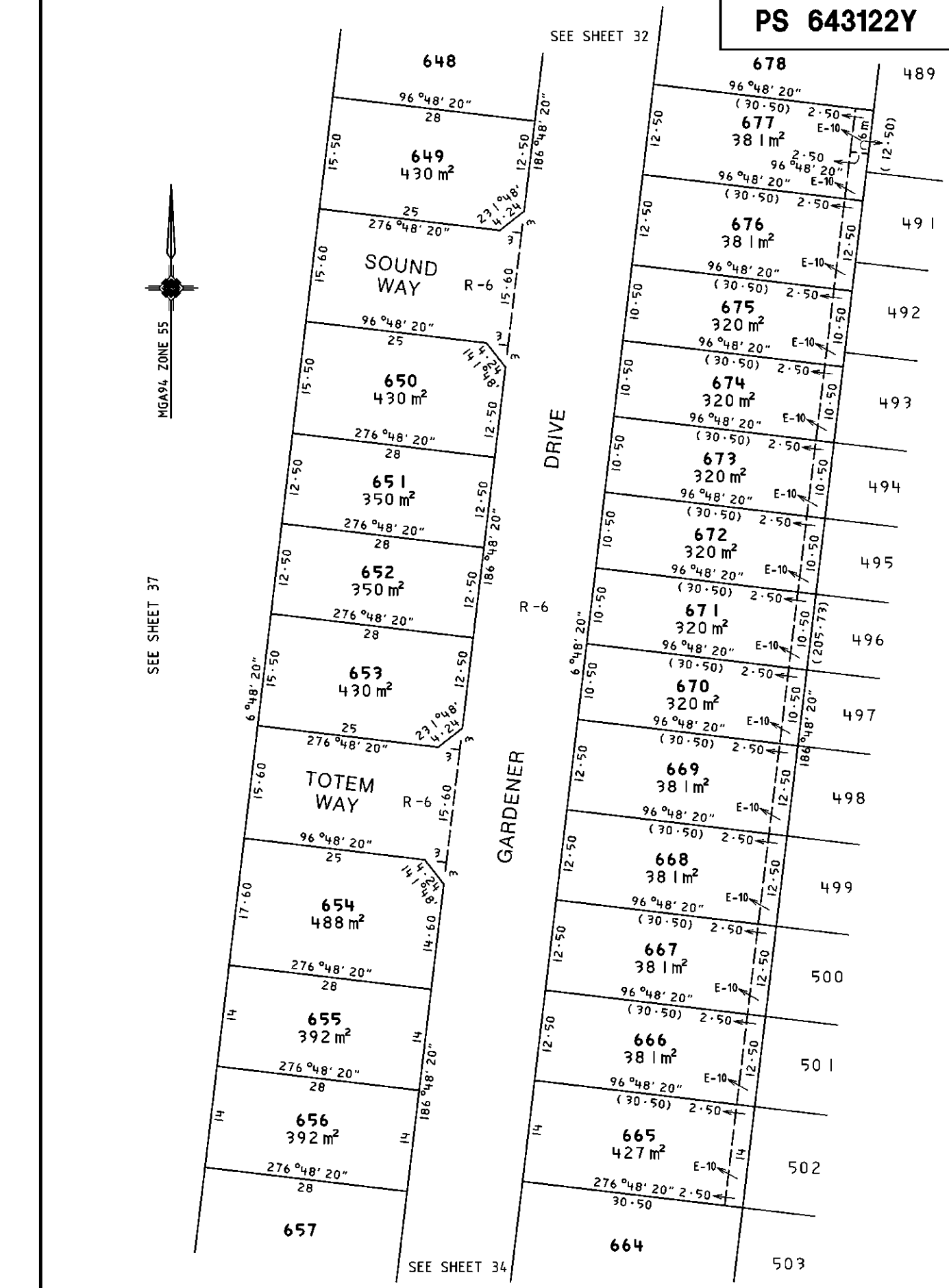
Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3918 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 32
	KEVIN CHARLES WALSH, VERSION			

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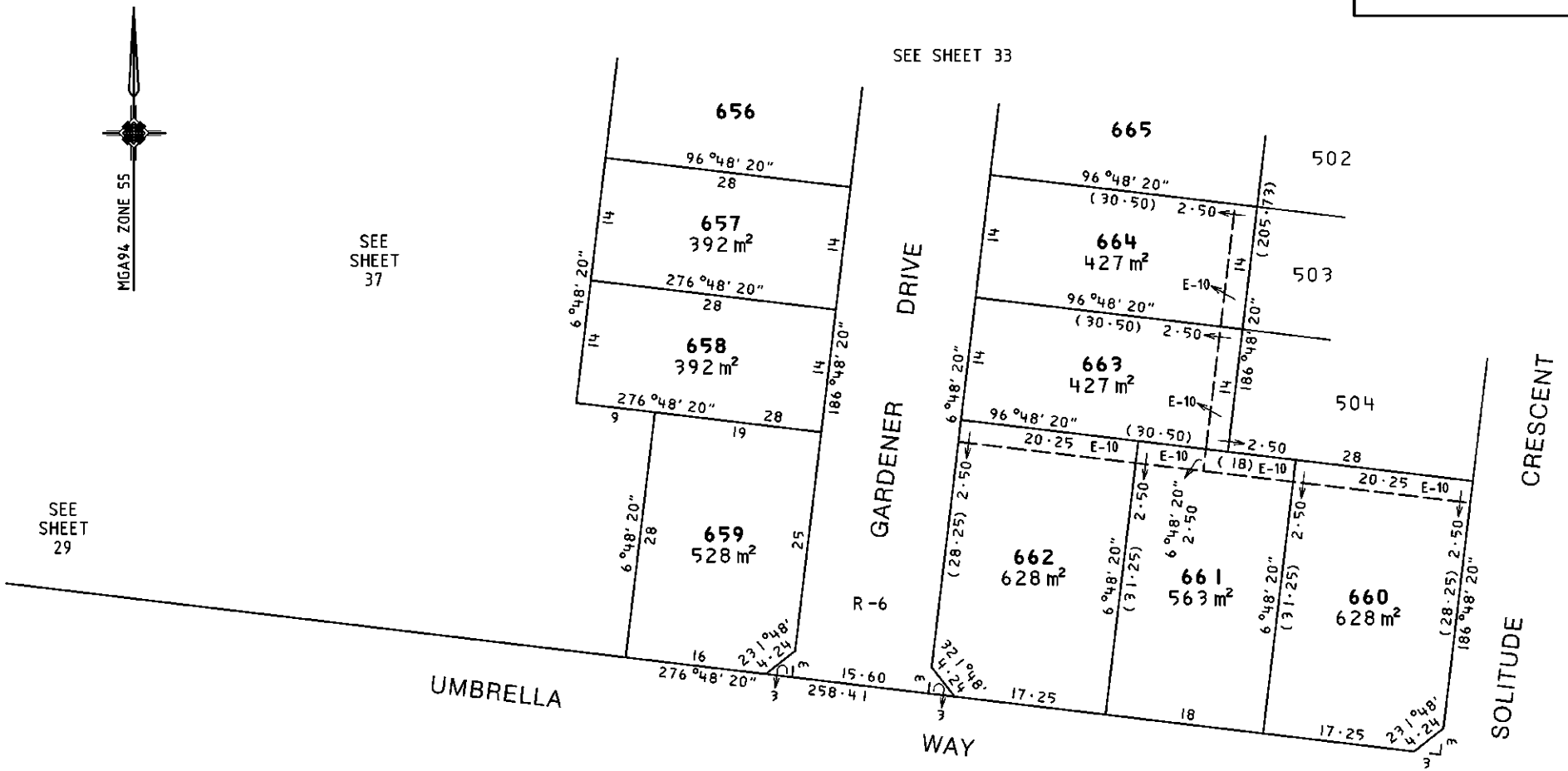
Plan Number
PS 643122Y



WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3918
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 33
KEVIN CHARLES WALSH, VERSION			

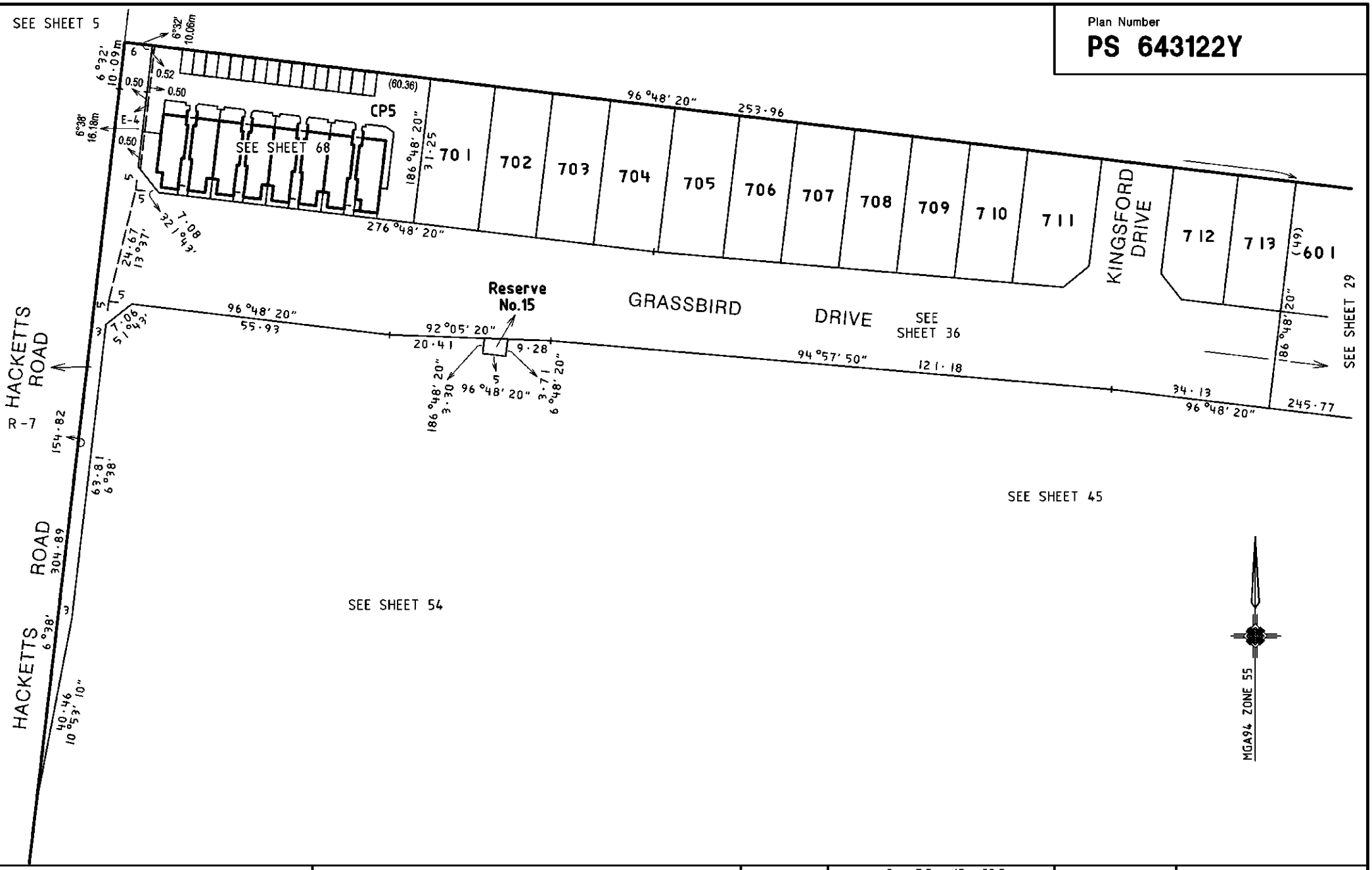
Plan Number
PS 643122Y



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 34
KEVIN CHARLES WALSH, VERSION			

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Plan Number

PS 643122Y

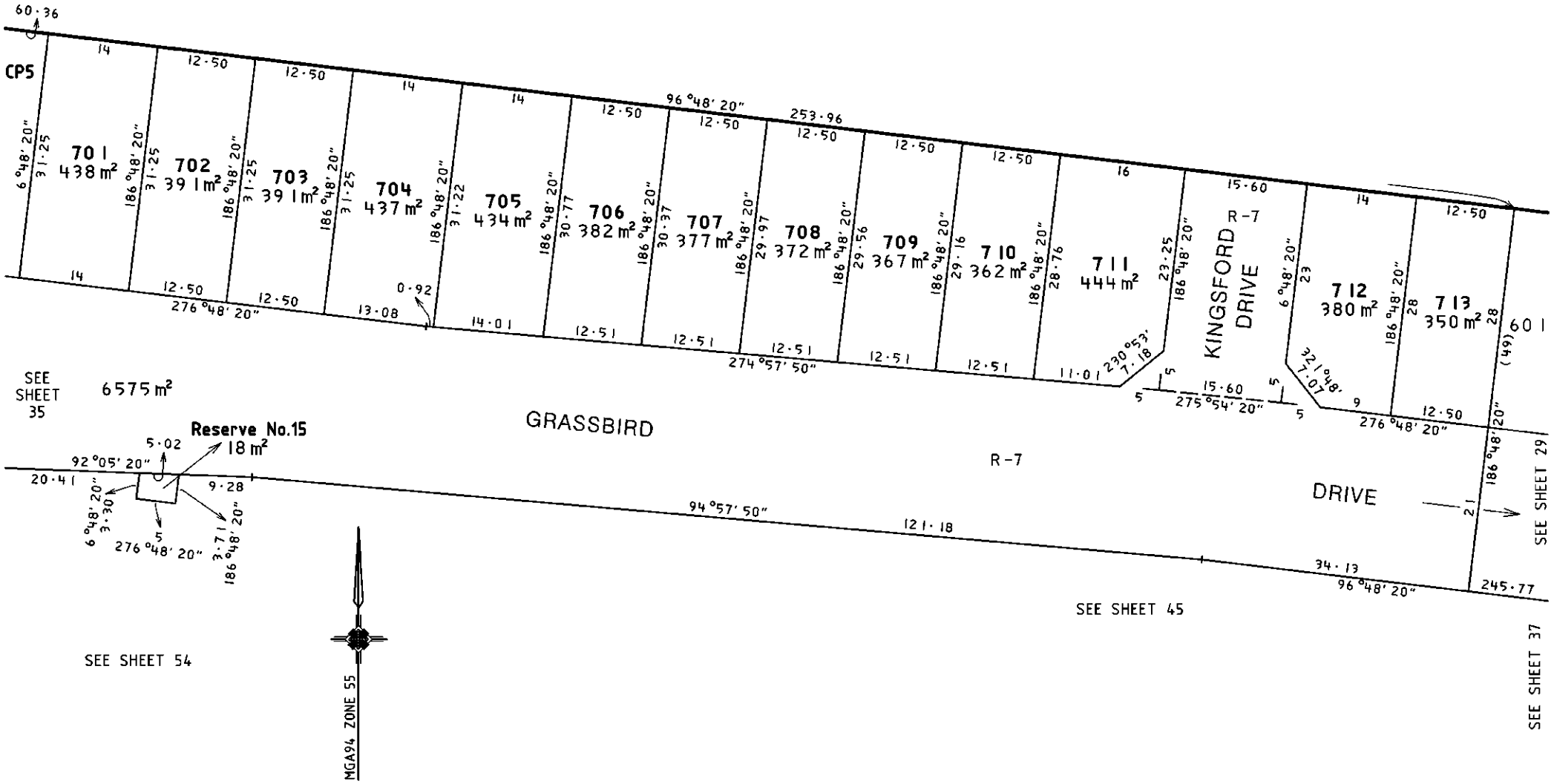
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URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:750	0 7.5 15 22.5 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 35

KEVIN CHARLES WALSH, VERSION

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Plan Number
PS 643122Y



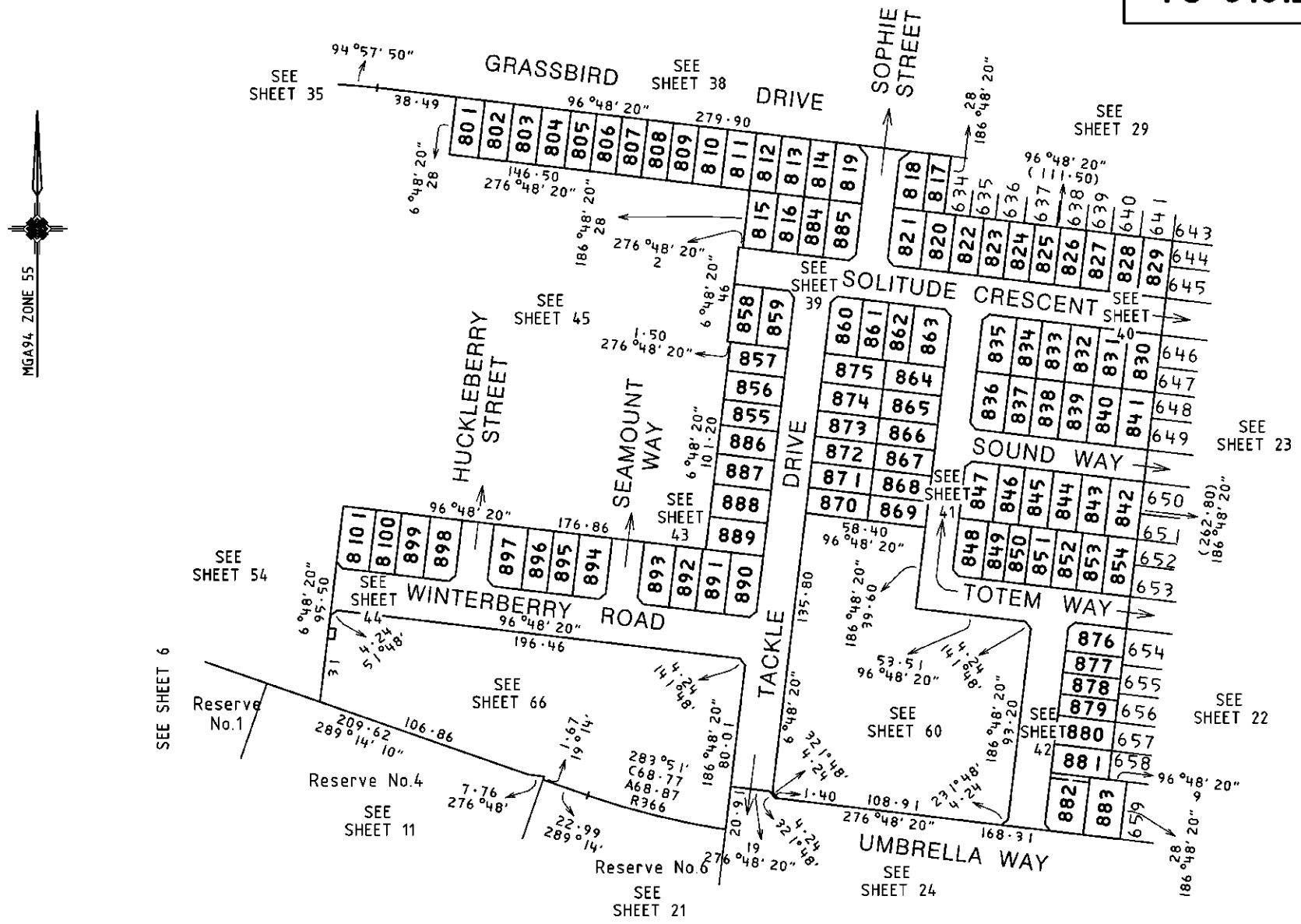
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URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 36
KEVIN CHARLES WALSH, VERSION			

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Plan Number

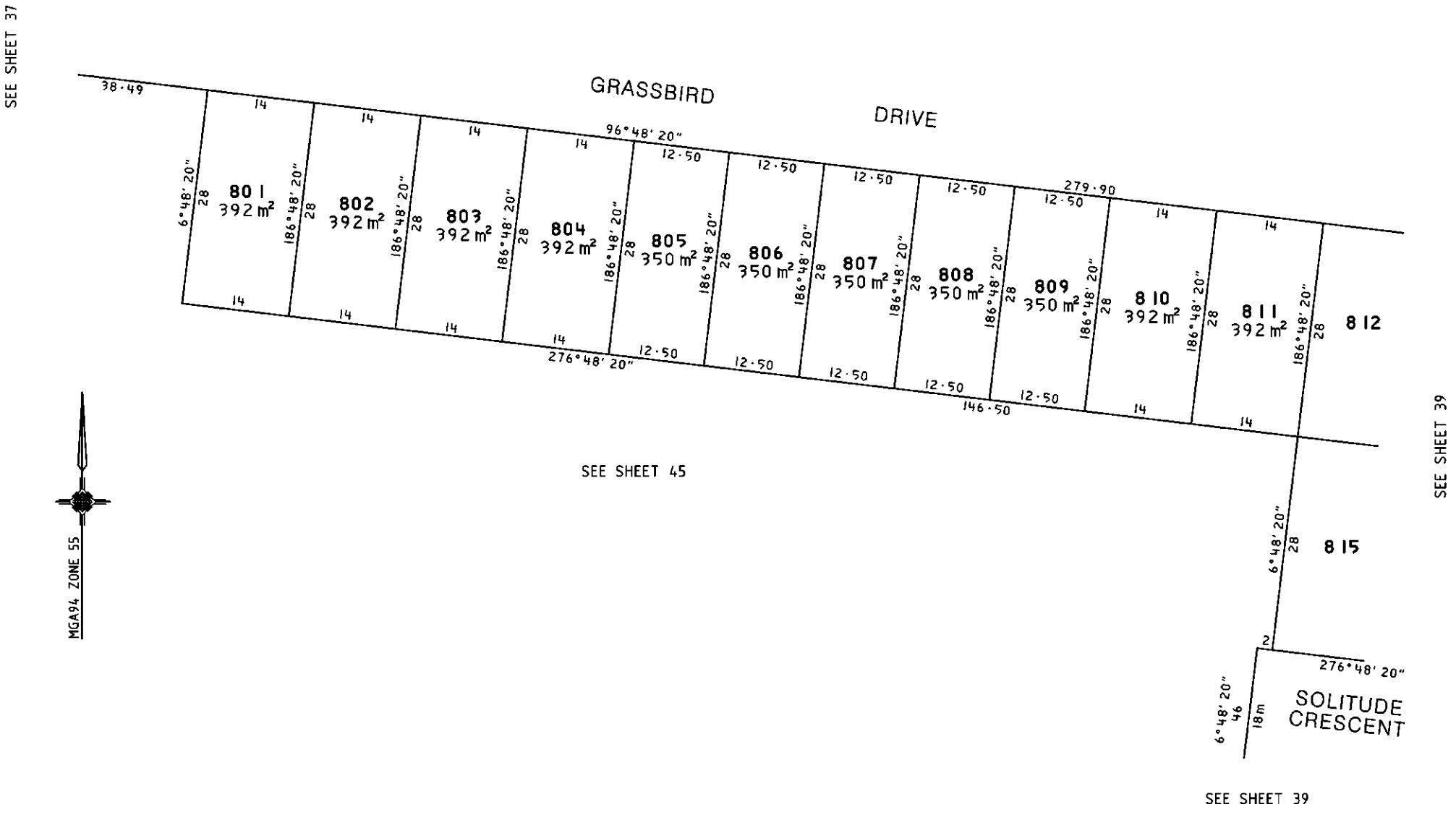
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 6 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099		SCALE 1:2000	0 20 40 60 80 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 37
		KEVIN CHARLES WALSH VERSION			

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Plan Number
PS 643122Y



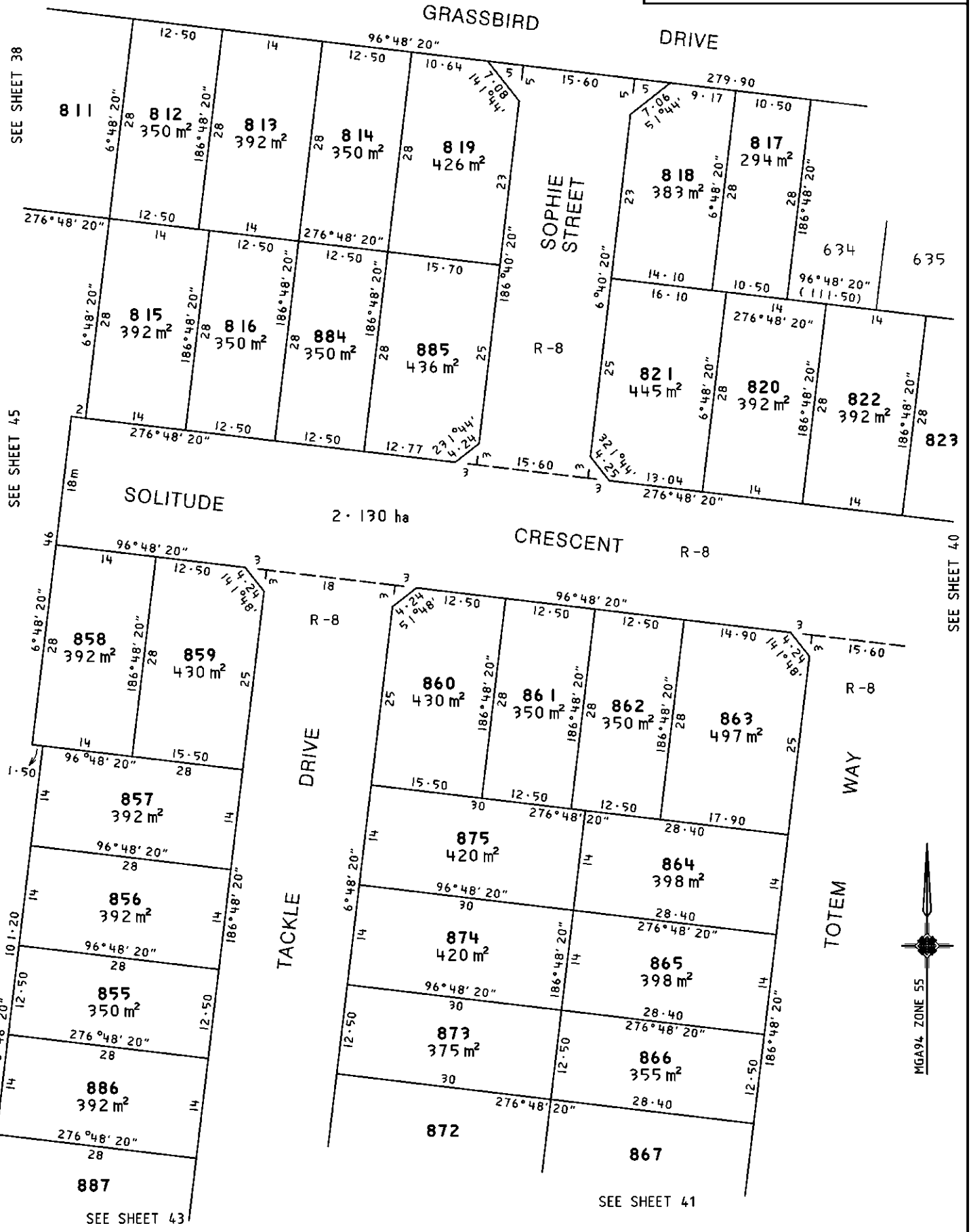
WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 38
KEVIN CHARLES WALSH VERSION			

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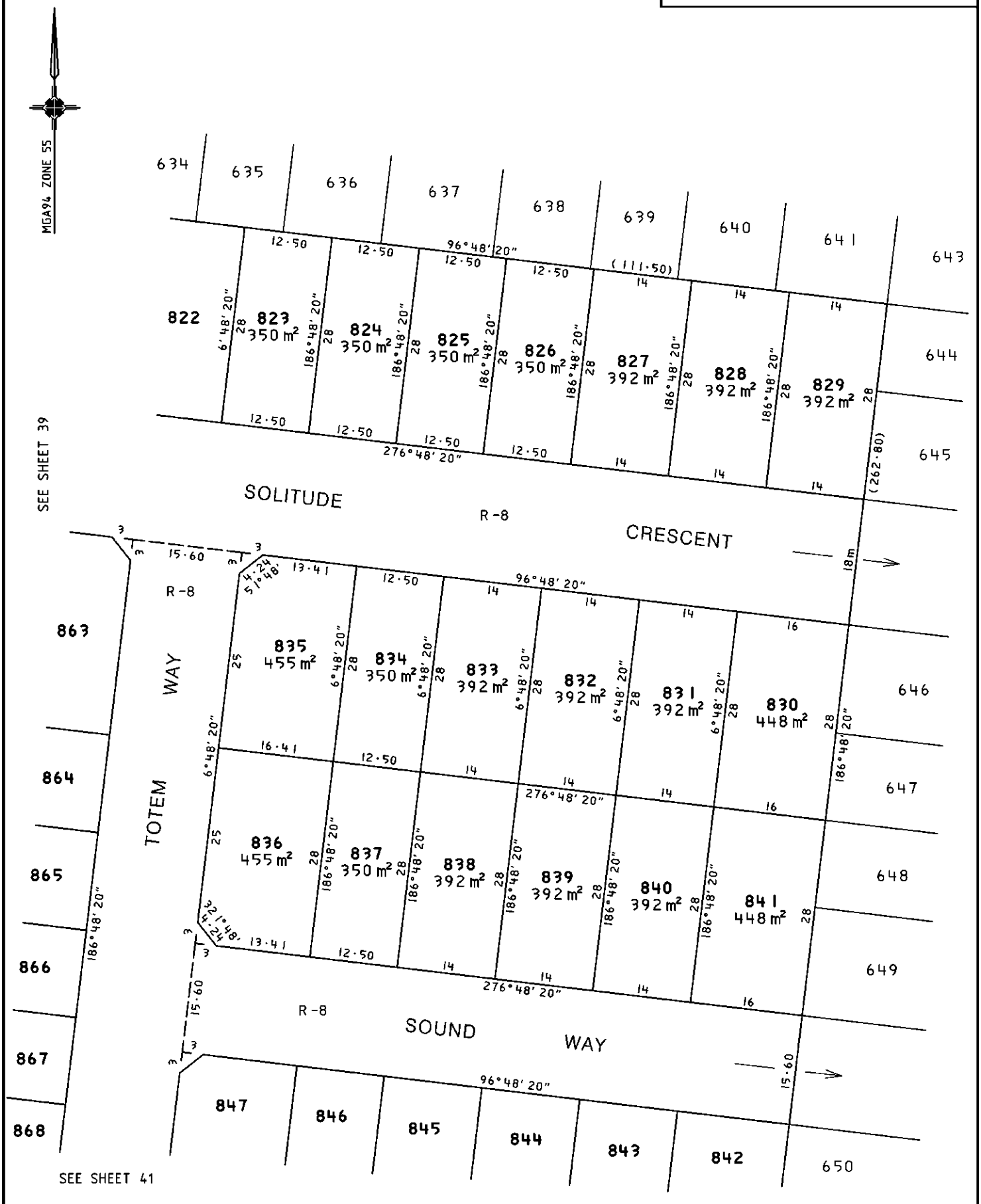
Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3
	KEVIN CHARLES WALSH VERSION		SHEET 39

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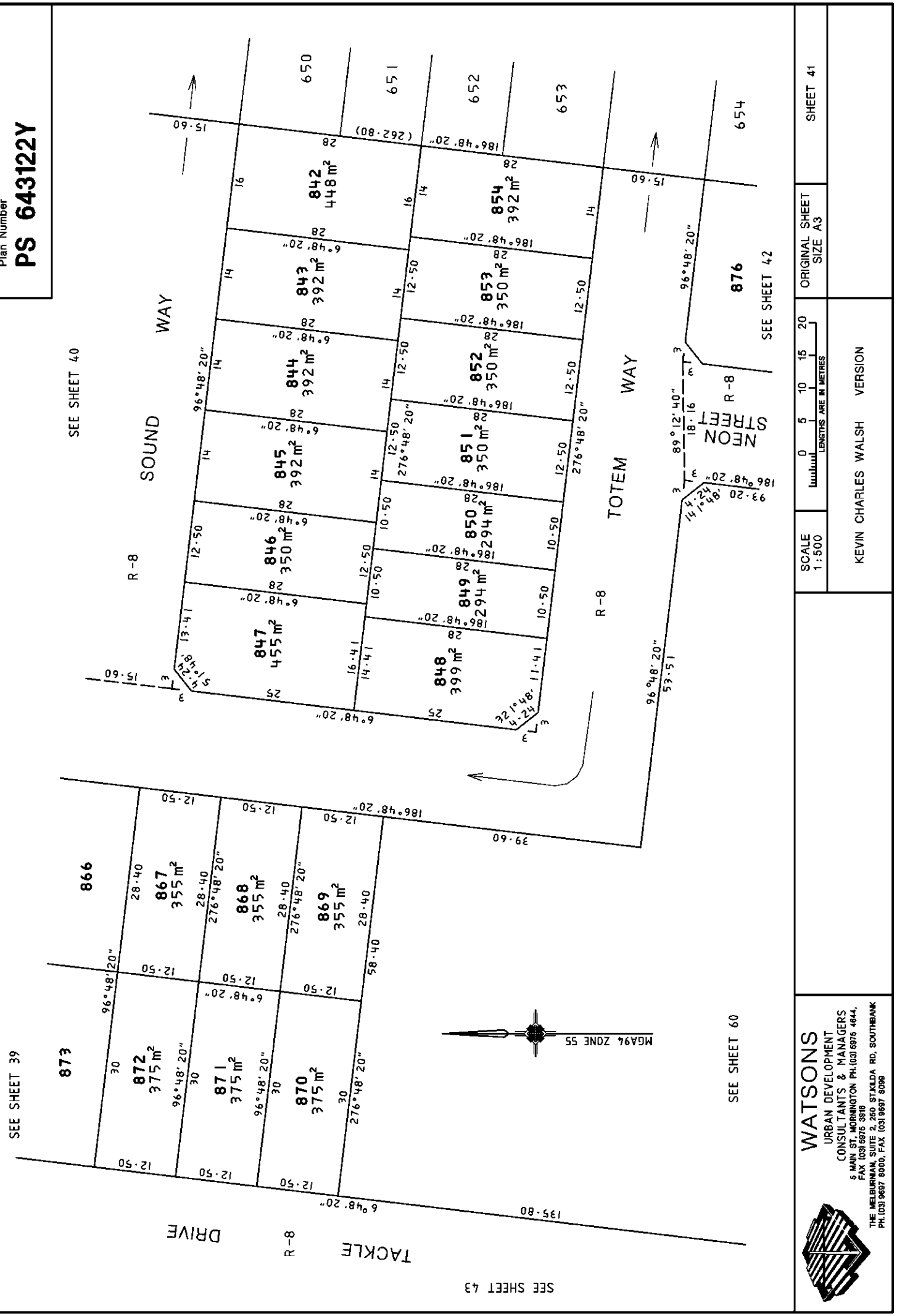
Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3918 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 40
	KEVIN CHARLES WALSH VERSION			

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Plan Number
PS 643122Y



SCALE 1:500

0 5 10 15 20
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

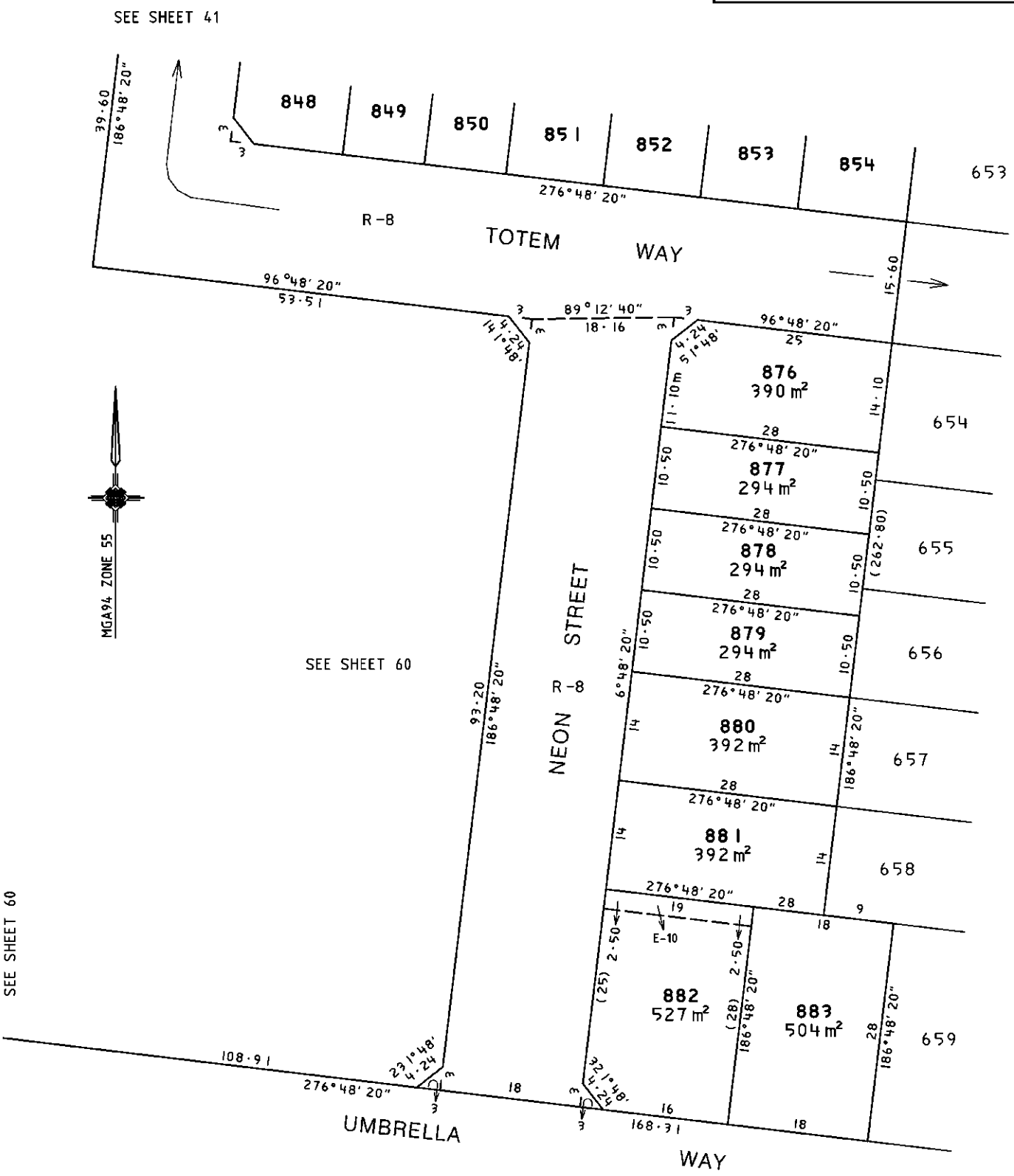
SHEET 41

KEVIN CHARLES WALSH VERSION

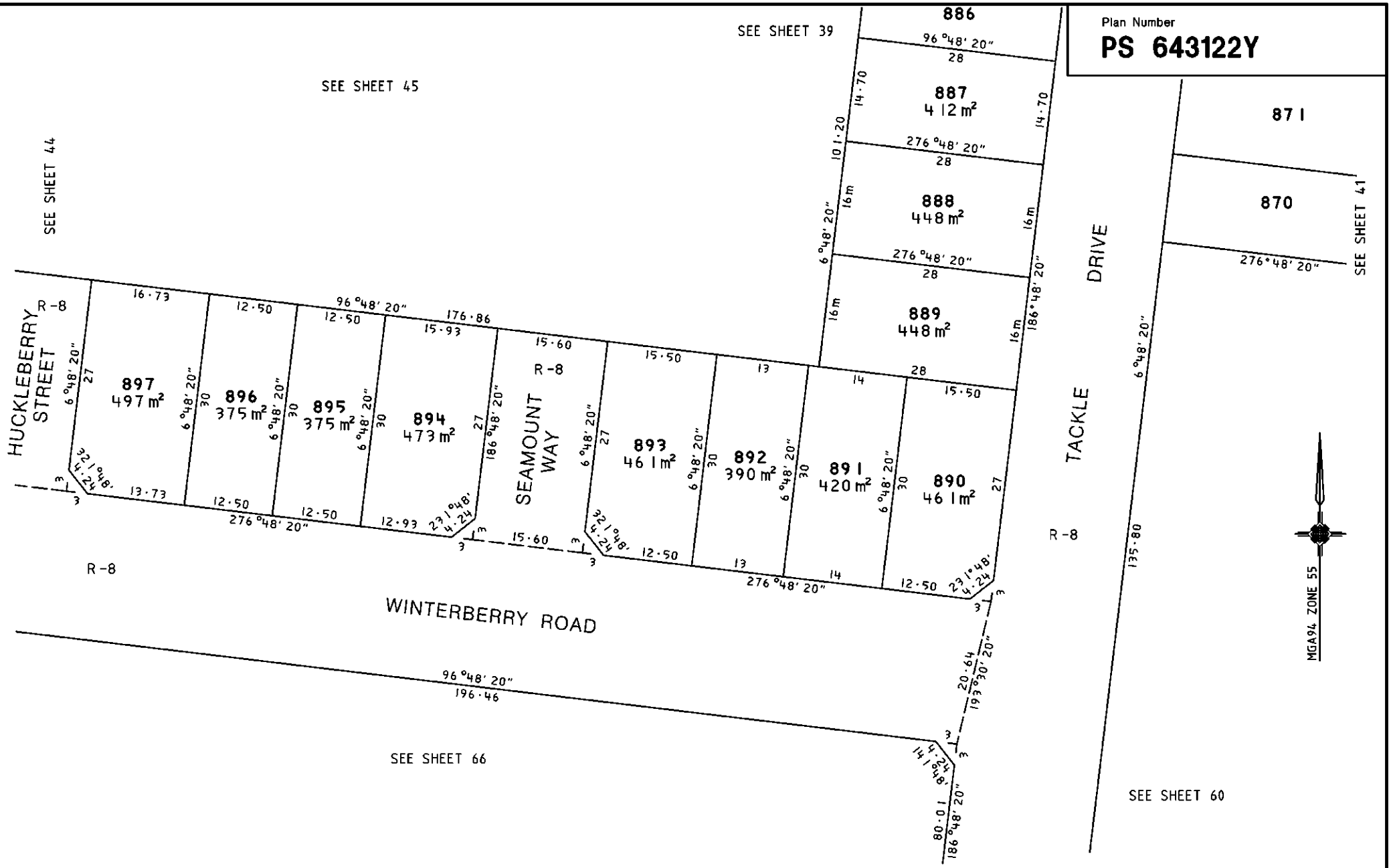
WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
6 MAIN ST, MORNINGTON PH.(03) 5976 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

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Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 42
	KEVIN CHARLES WALSH VERSION			



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URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5976 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 43

KEVIN CHARLES WALSH VERSION

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Plan Number
PS 643122Y



SEE SHEET 45

SEE SHEET 45

8101
476 m²

8100
375 m²

899
420 m²

898
461 m²

897

HUCKLEBERRY STREET

R-8

R-8

WINTERBERRY ROAD

SEE SHEET 43

SEE SHEET 54

SEE SHEET 66

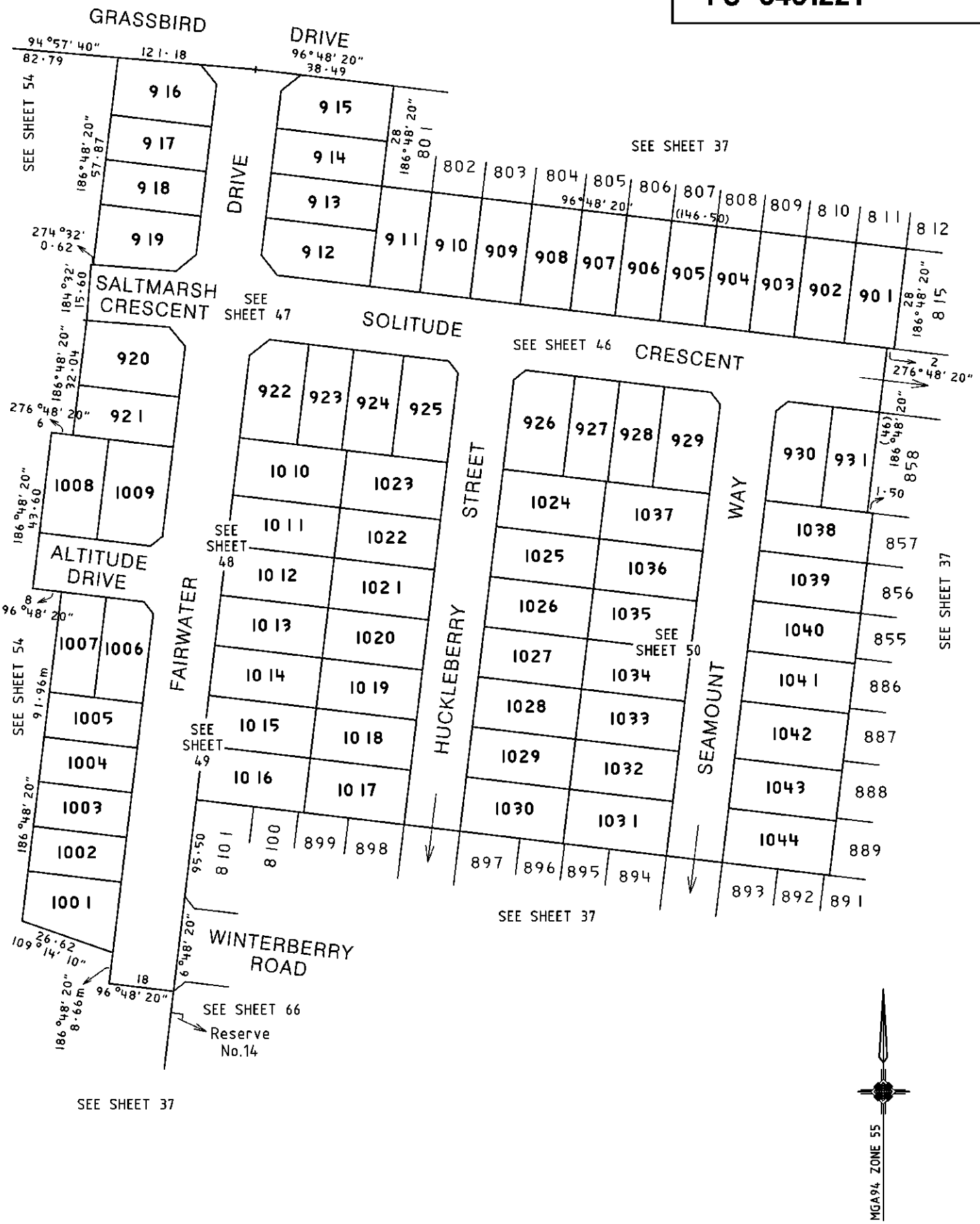
Reserve
No.14
17 m²

16
12·50
96°48' 20"
14
176·86
15·50
15·60
27
30
6°48' 20"
13
12·50
276°48' 20"
14
12·50
23°48' 4·24
15·60
276°48' 20"
95·50
20·50
3
6m
5
3·30
96°48' 20"
196·46
3·30
276°48' 20"
5
186°48' 20"
31
289°14' 10"
209·62
106·86

WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 44
	KEVIN CHARLES WALSH VERSION			

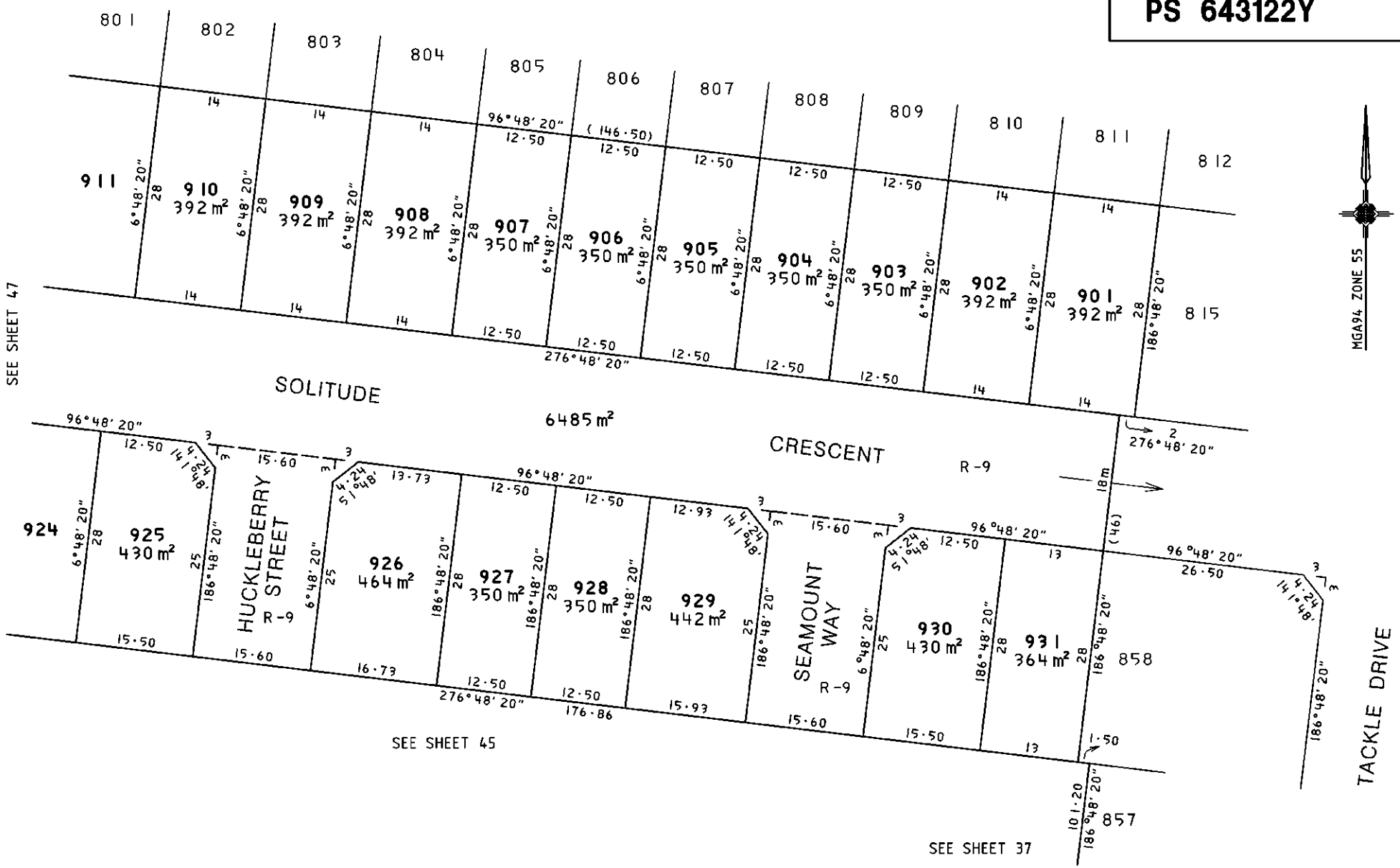
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Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 45
	KEVIN CHARLES WALSH VERSION			

Plan Number
PS 643122Y



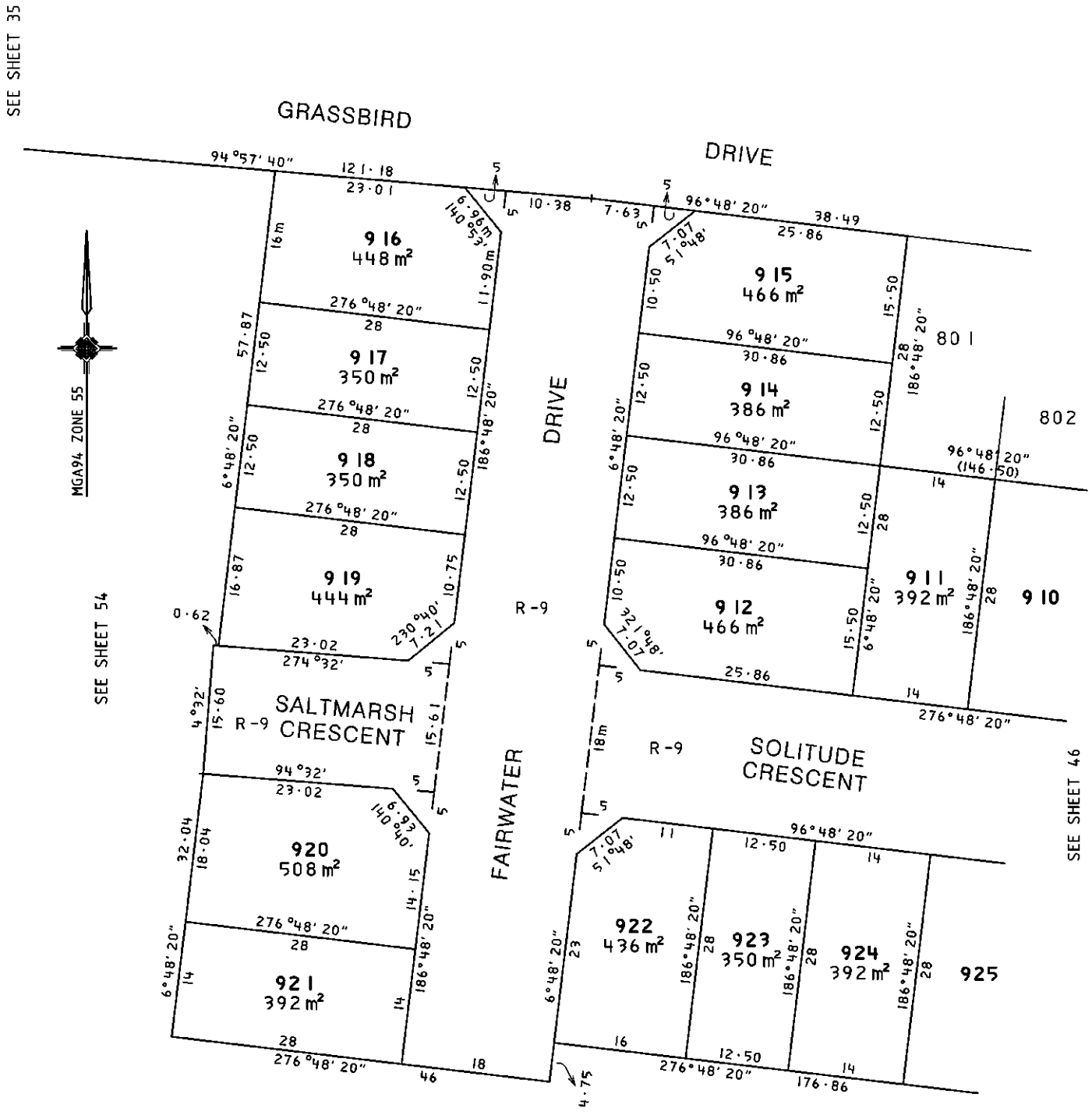
WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 46
KEVIN CHARLES WALSH VERSION			

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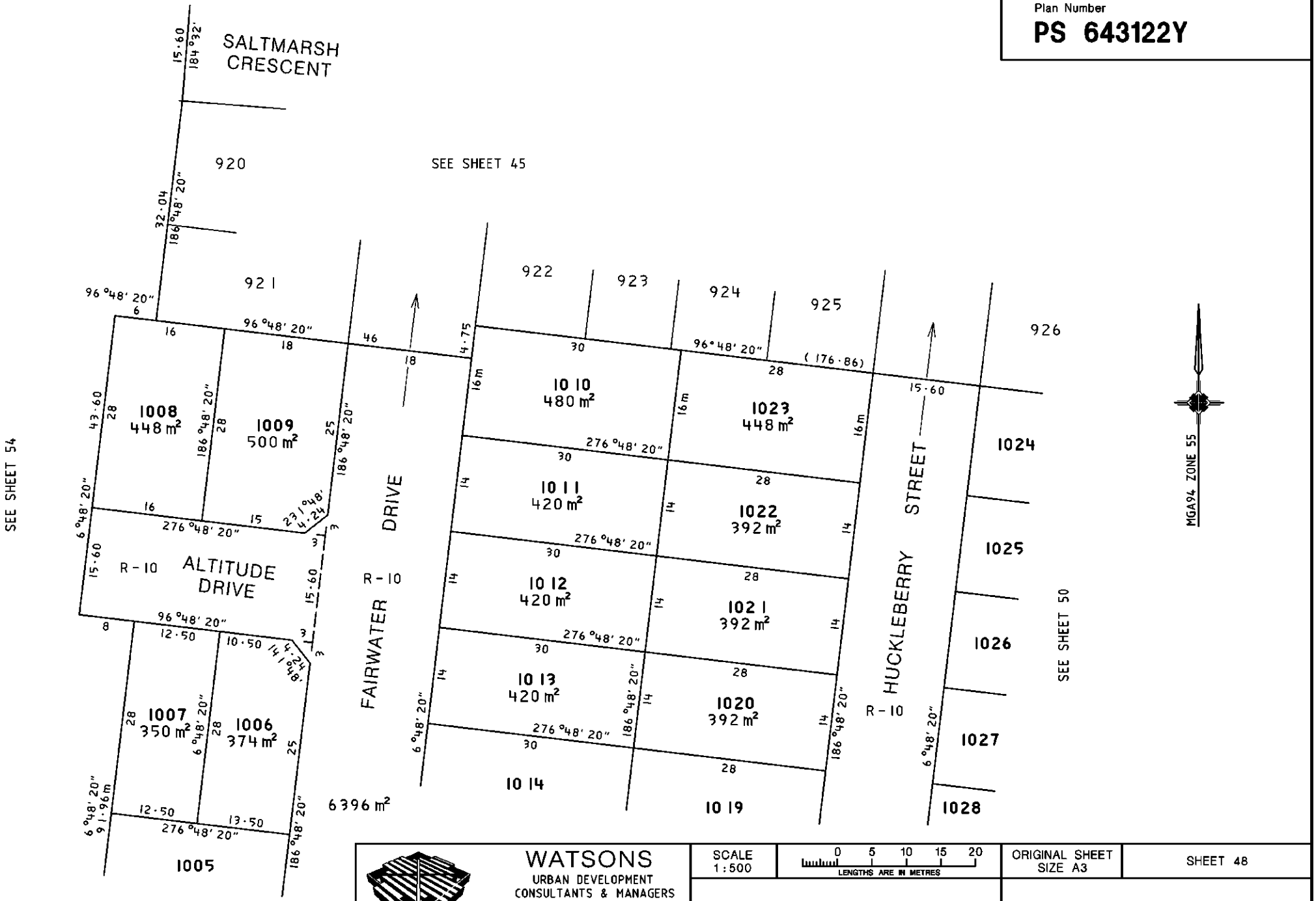
Plan Number
PS 643122Y



WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 47
KEVIN CHARLES WALSH VERSION			

Plan Number
PS 643122Y

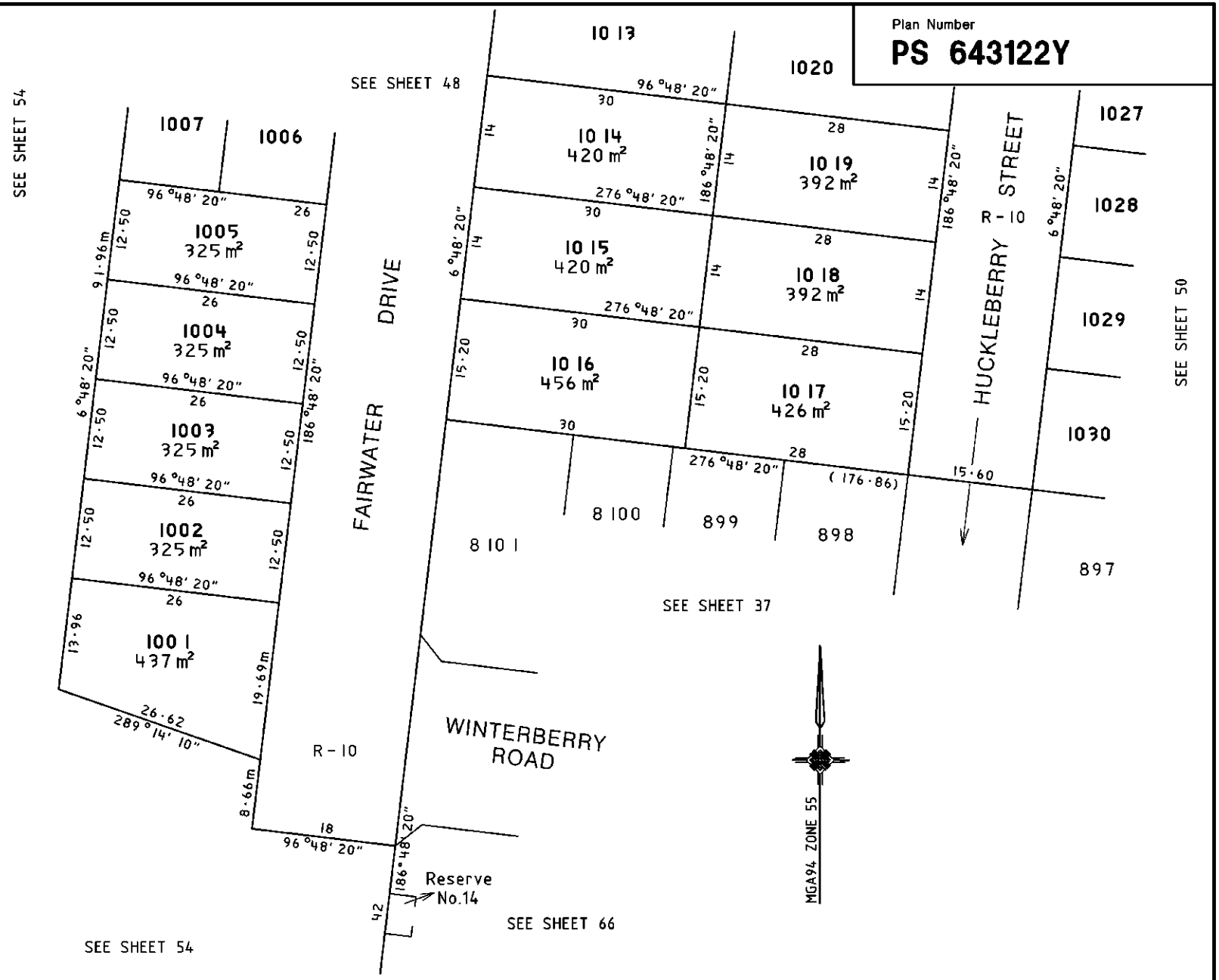


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URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 48
KEVIN CHARLES WALSH VERSION			

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Plan Number
PS 643122Y



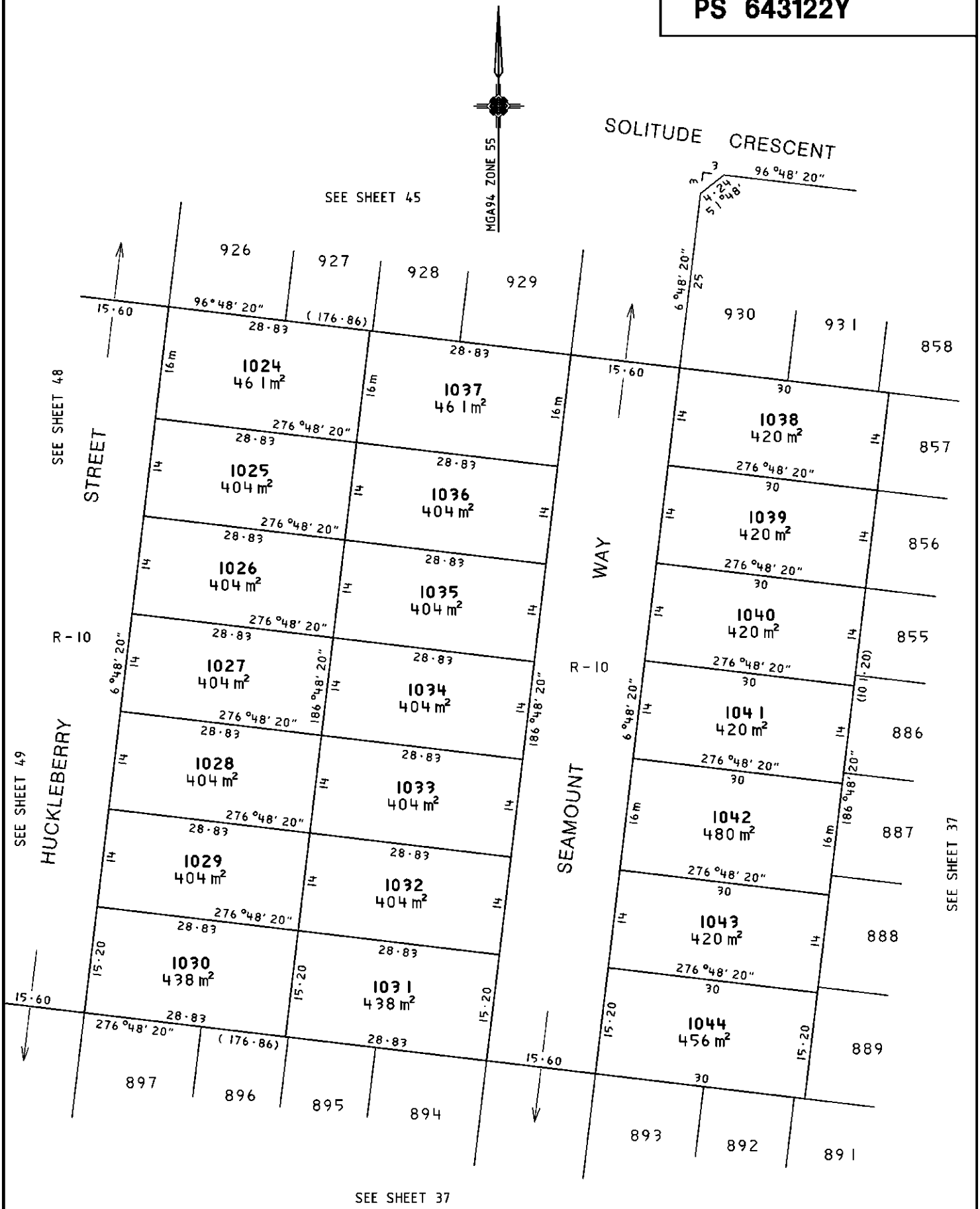
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URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 49
KEVIN CHARLES WALSH VERSION			

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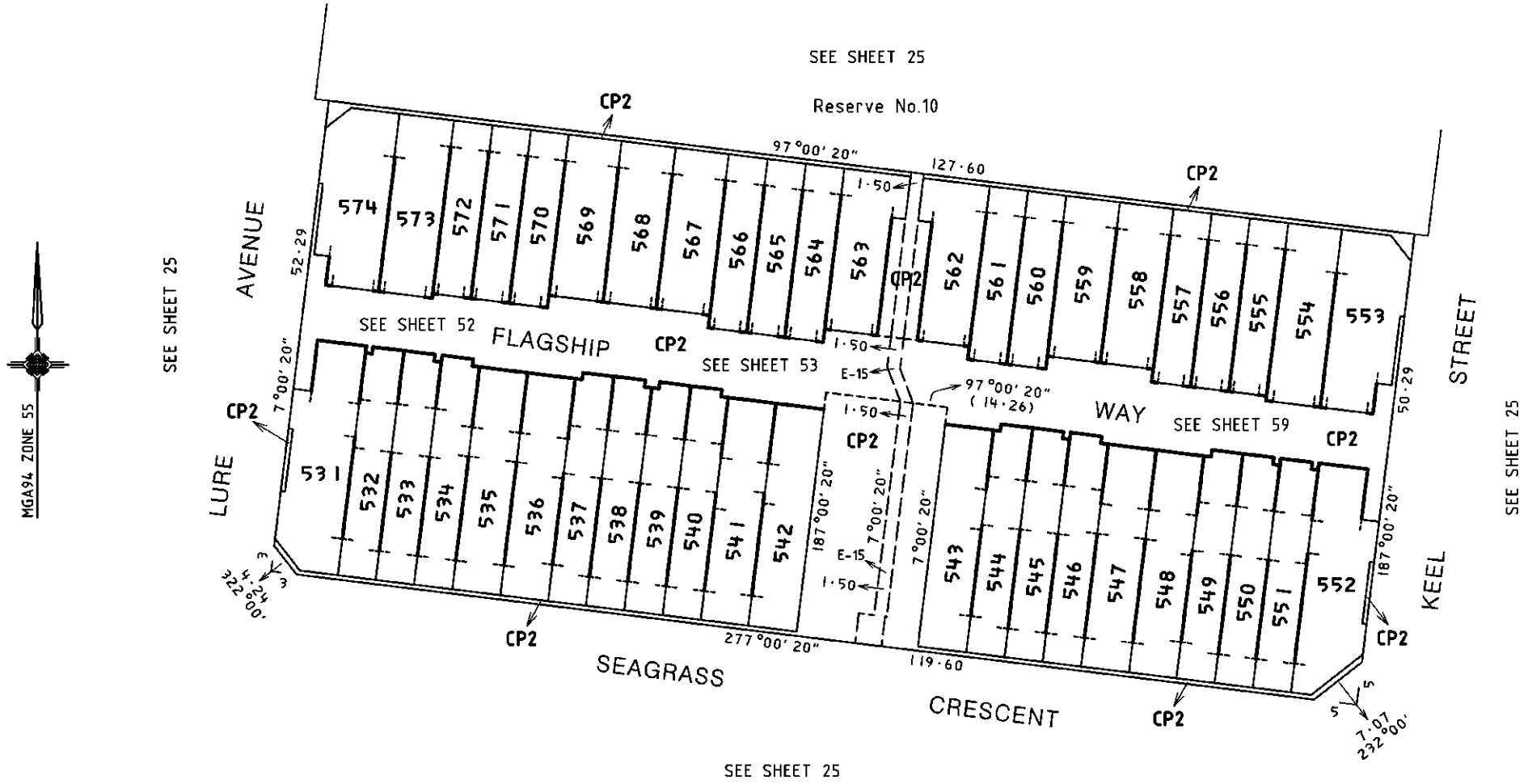
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Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 50
	KEVIN CHARLES WALSH VERSION			

Plan Number
PS643122Y

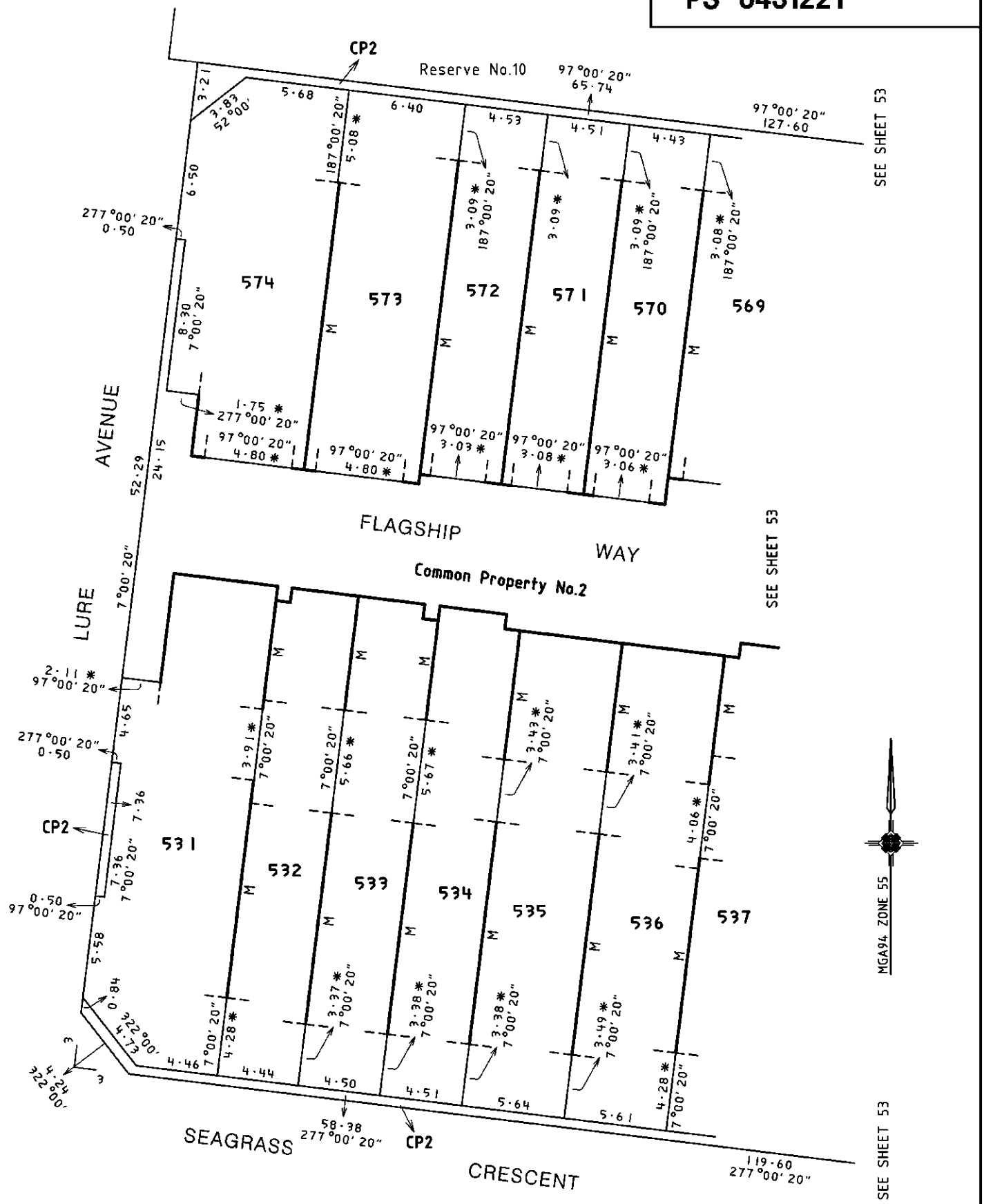


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		JONATHAN TREVOR NEATE VERSION		

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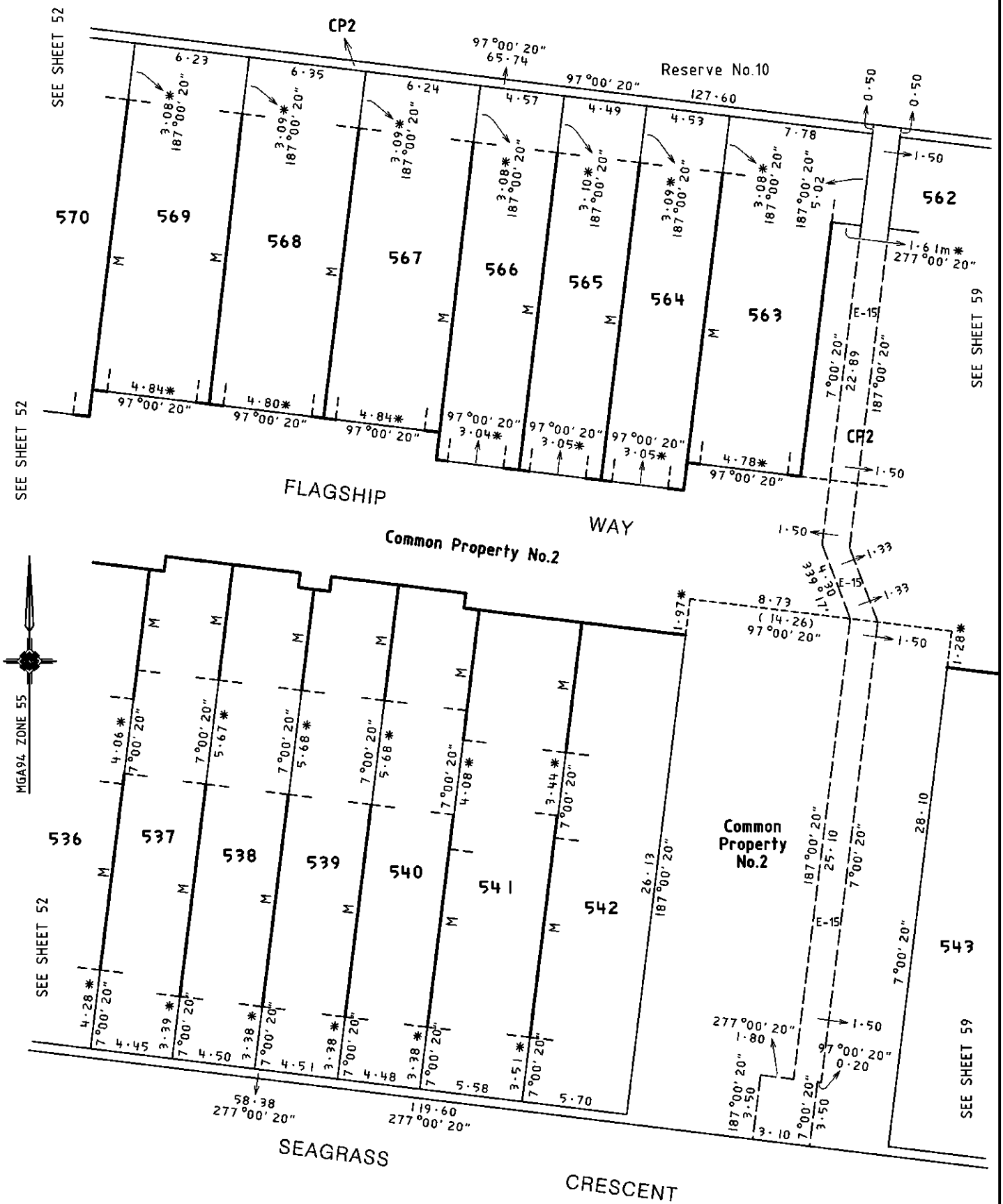
Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3918 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 52
	JONATHAN TREVOR NEATE VERSION 8			

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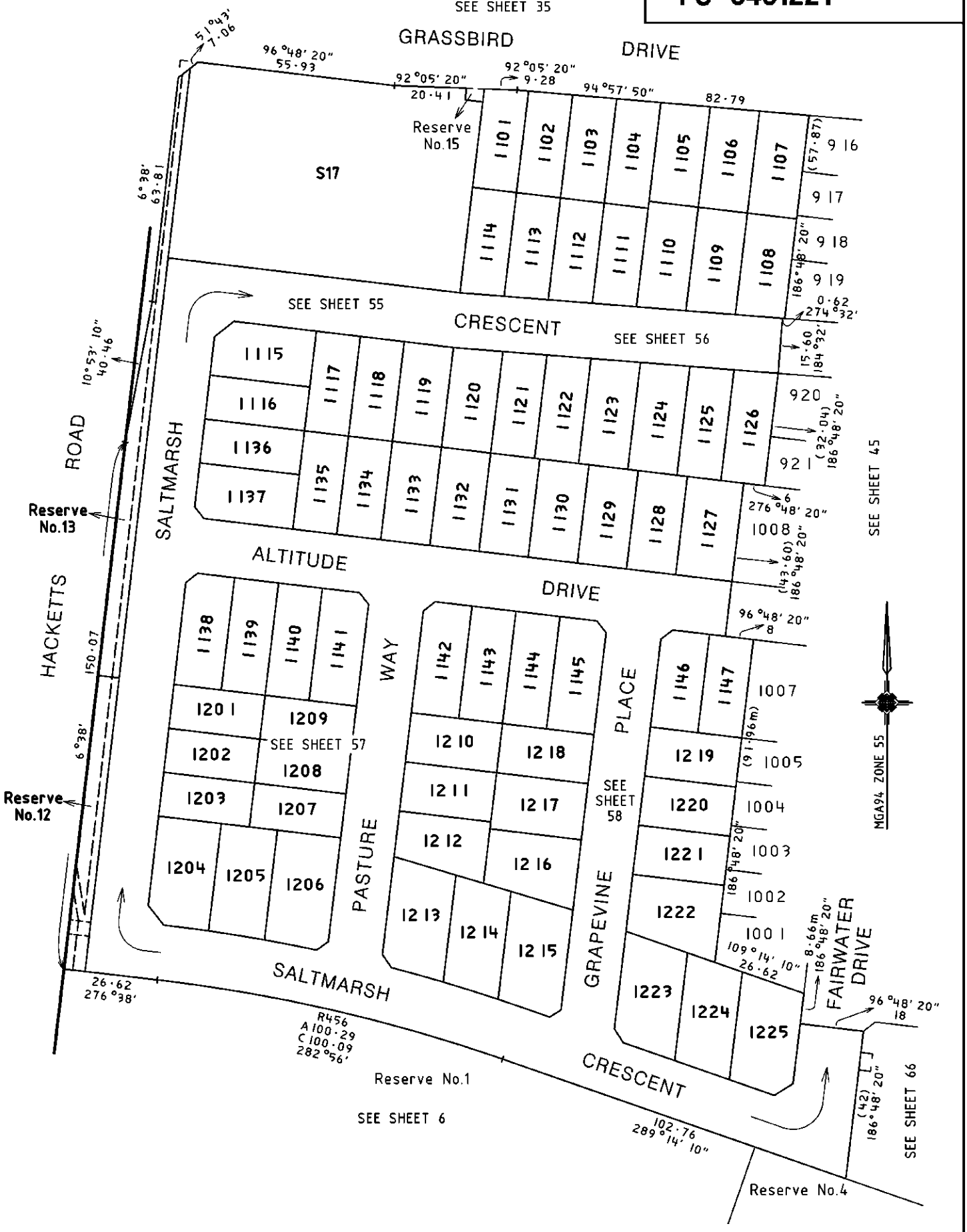
Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3918 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 53
	JONATHAN TREVOR NEATE VERSION			

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Plan Number
PS 643122Y

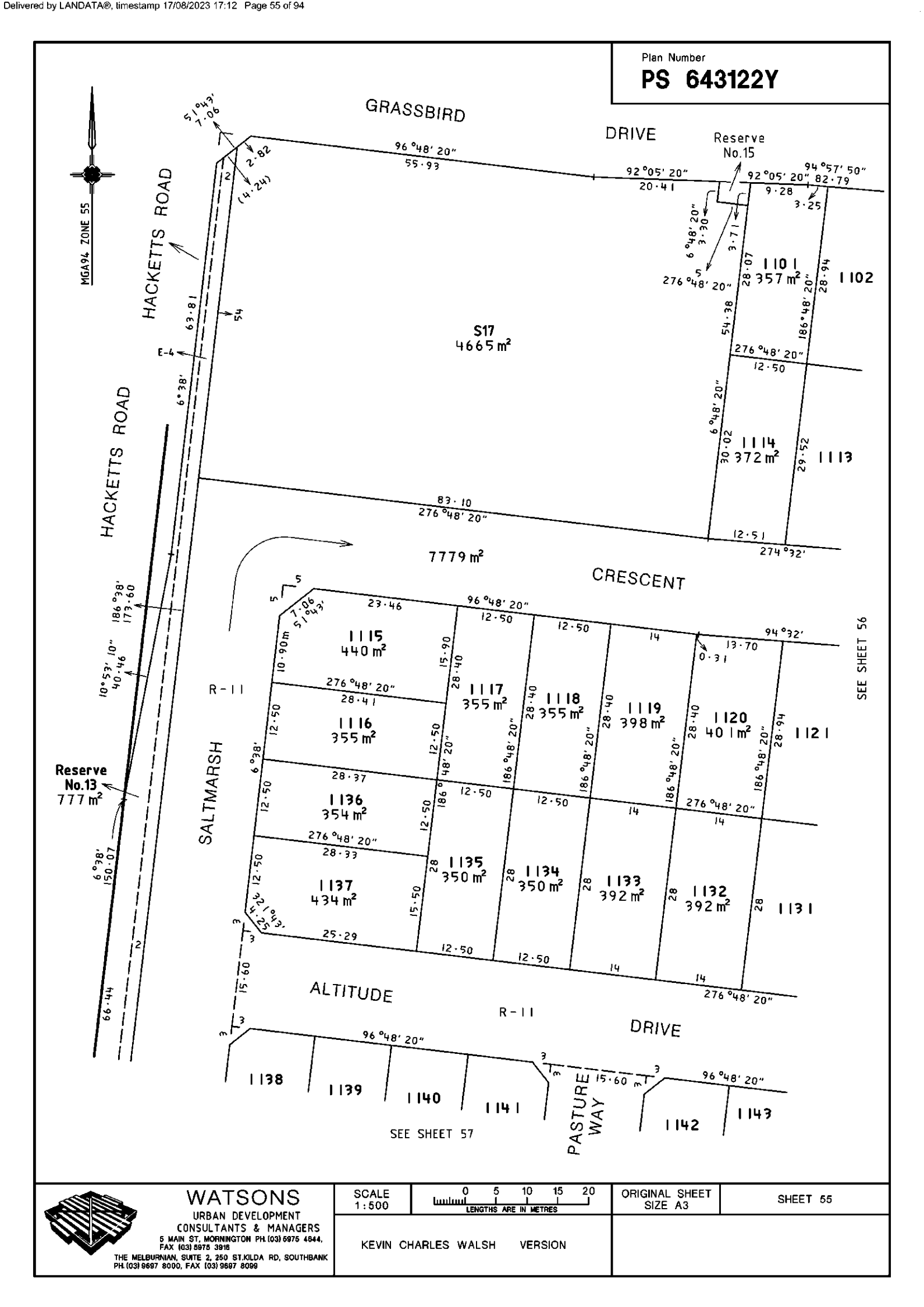


WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 54
KEVIN CHARLES WALSH VERSION			

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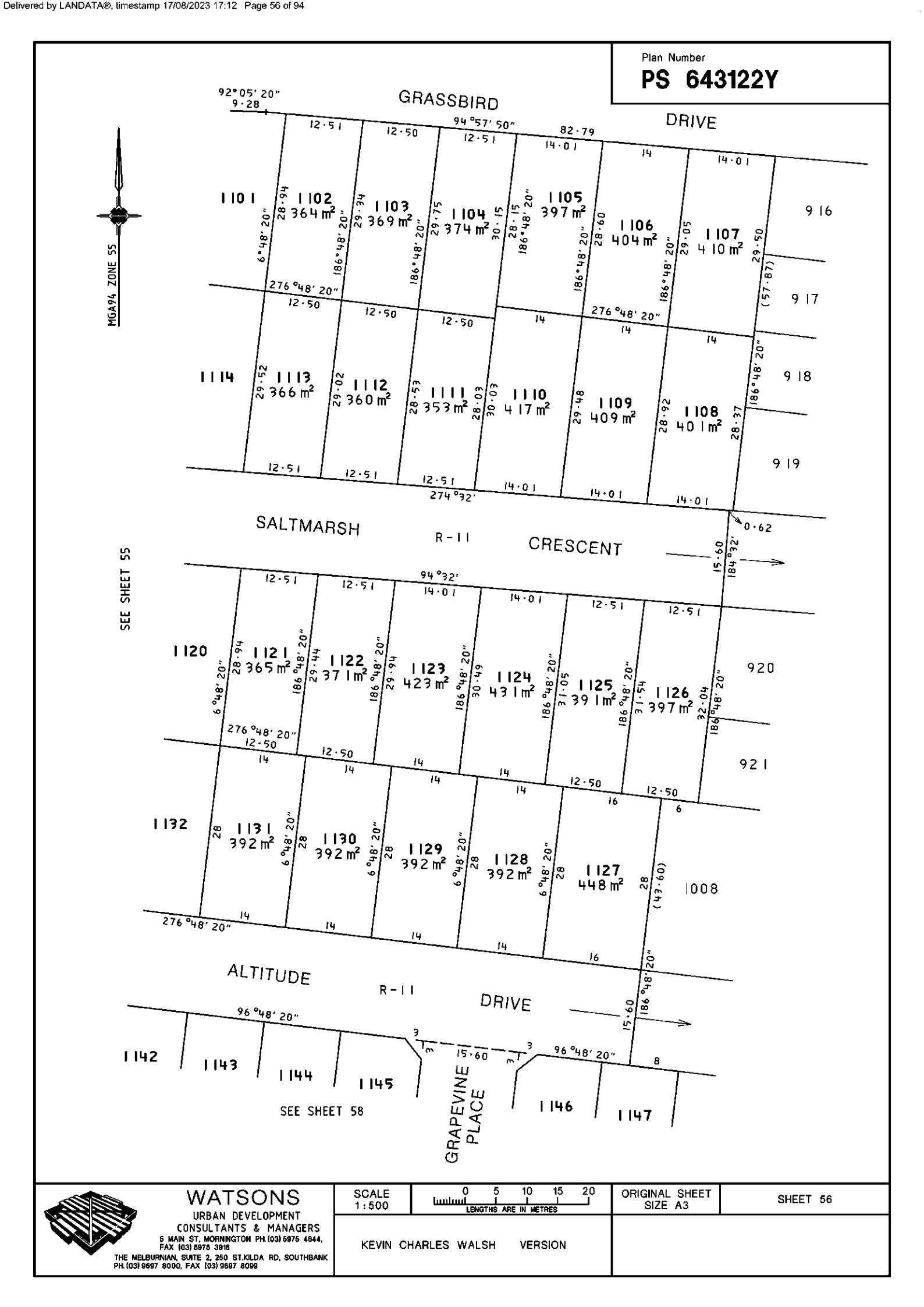
Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3918 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 55
	KEVIN CHARLES WALSH VERSION			

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Plan Number
PS 643122Y

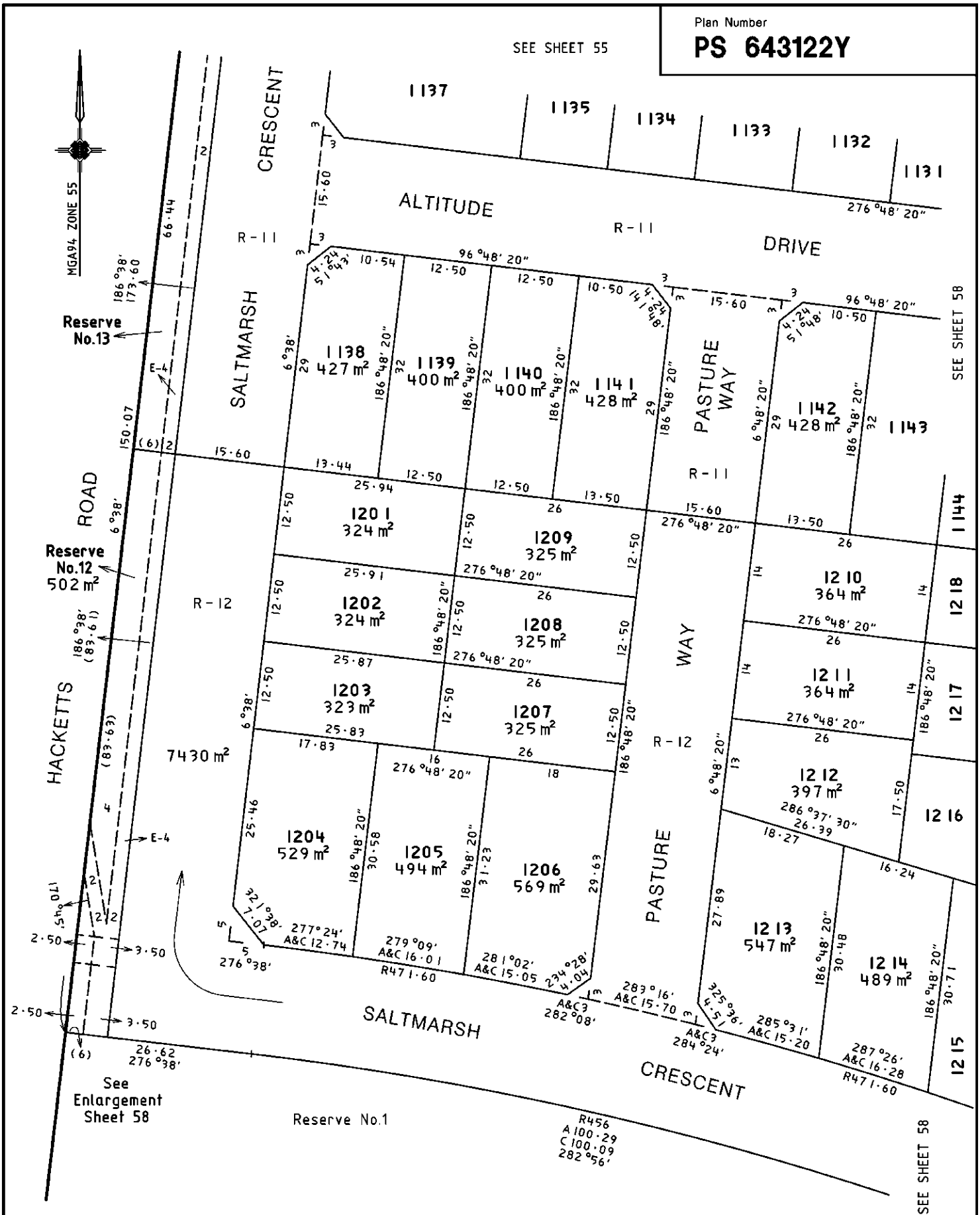


WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 56
KEVIN CHARLES WALSH VERSION			

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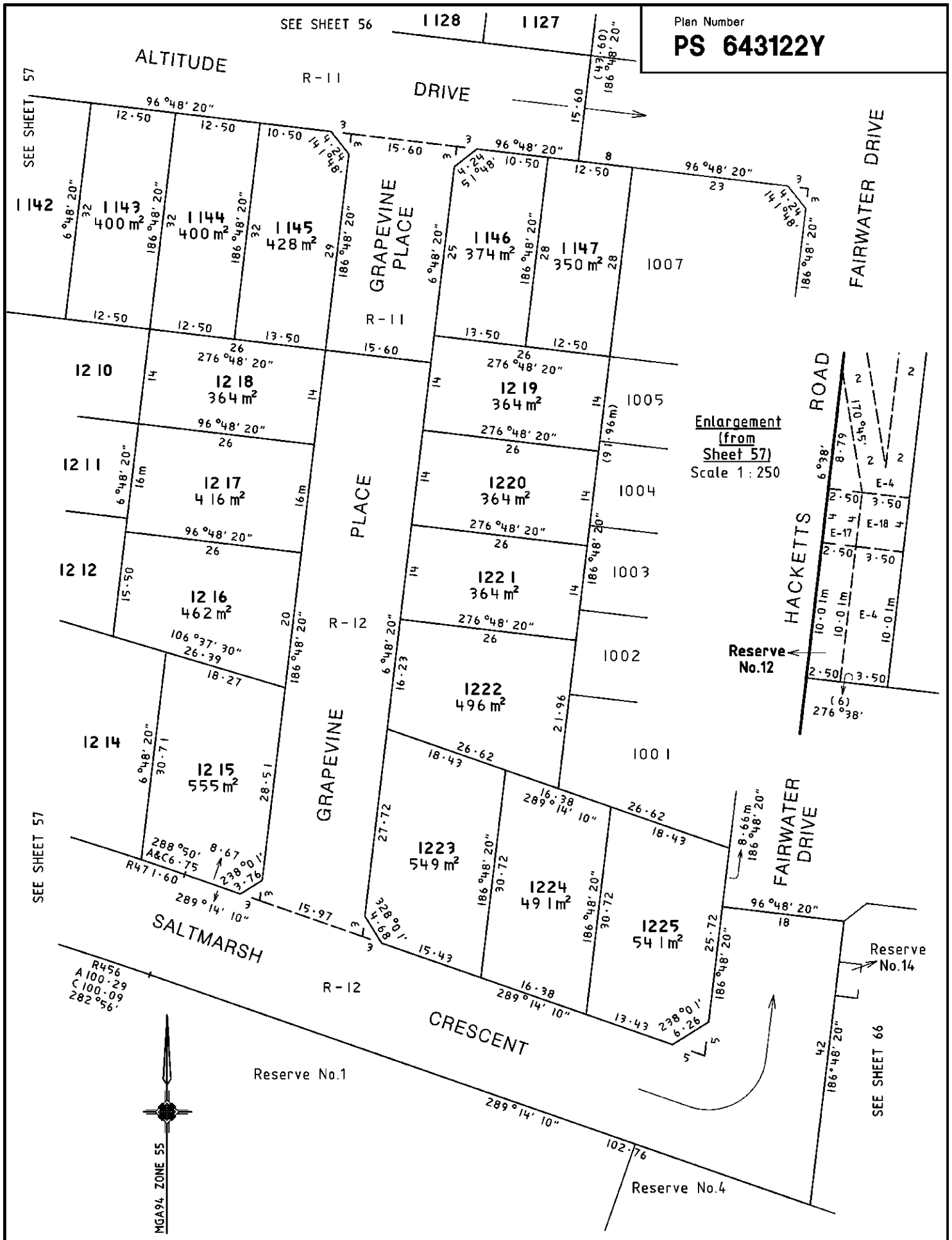
Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 57
	KEVIN CHARLES WALSH VERSION			

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Plan Number
PS 643122Y

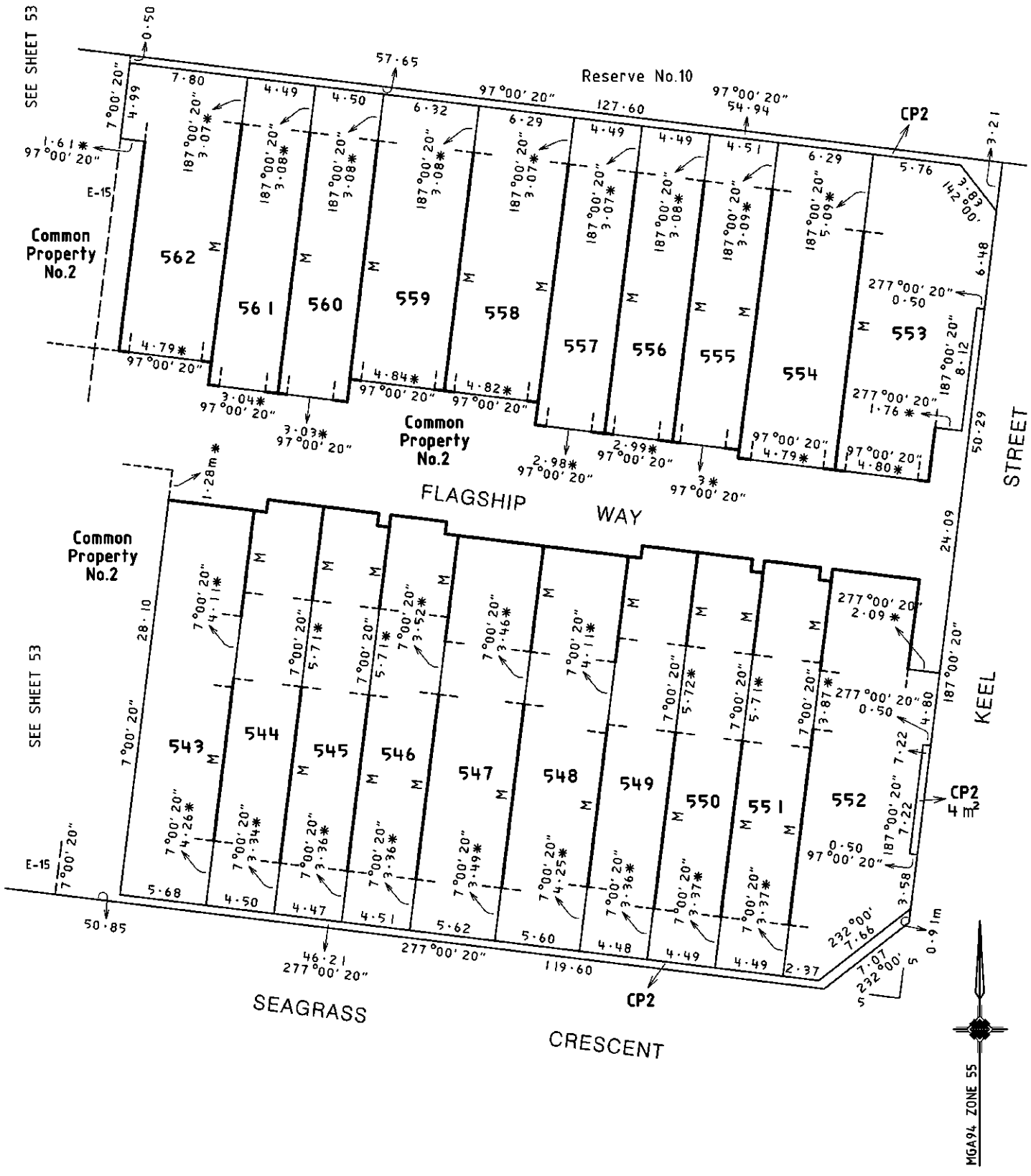


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3918 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 58
	KEVIN CHARLES WALSH VERSION			

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Plan Number

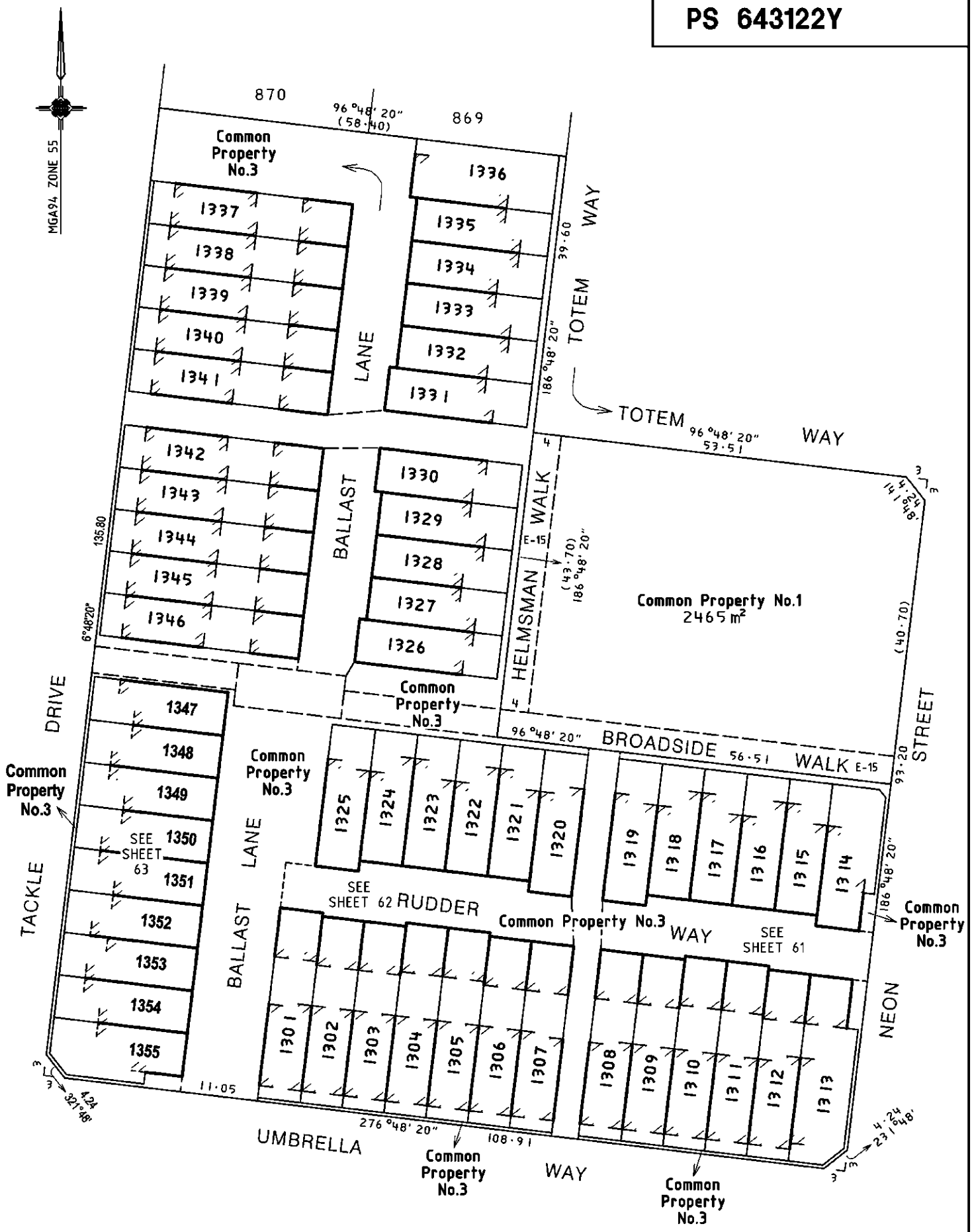
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 59
	JONATHAN TREVOR NEATE VERSION		

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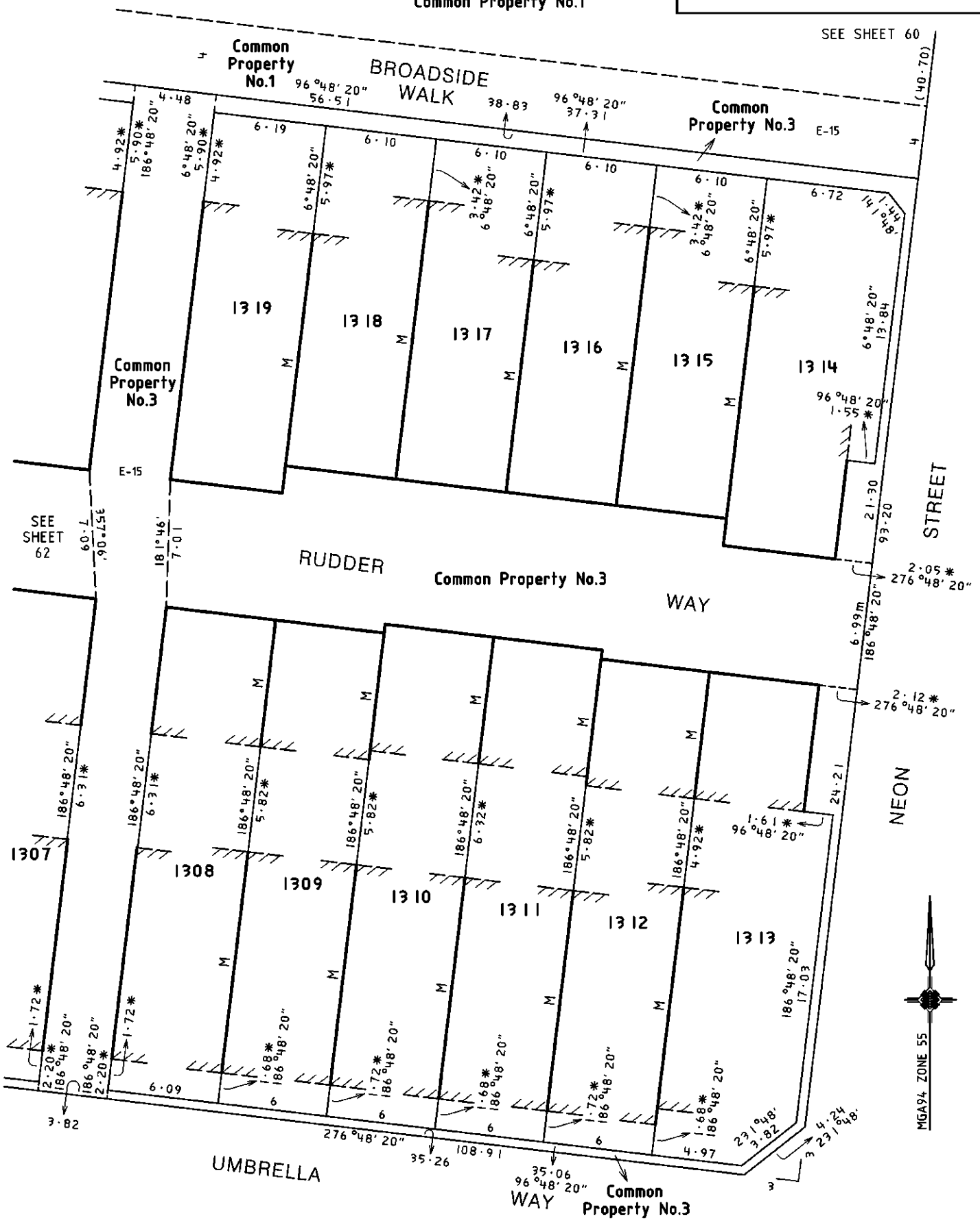
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WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5976 4644 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 60
	KEVIN CHARLES WALSH, VERSION			

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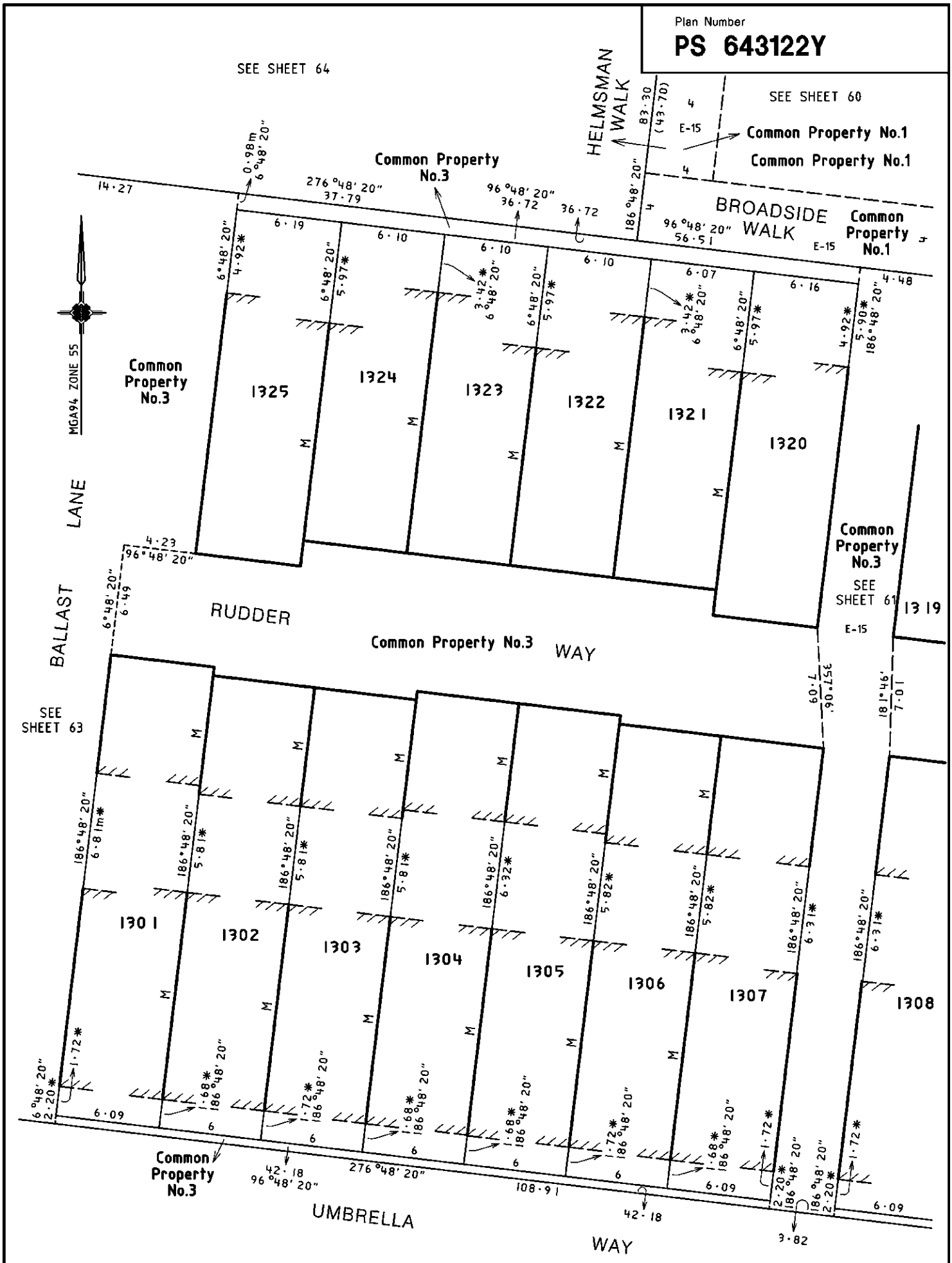
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WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5976 4644 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099	SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 61
	KEVIN CHARLES WALSH, VERSION			

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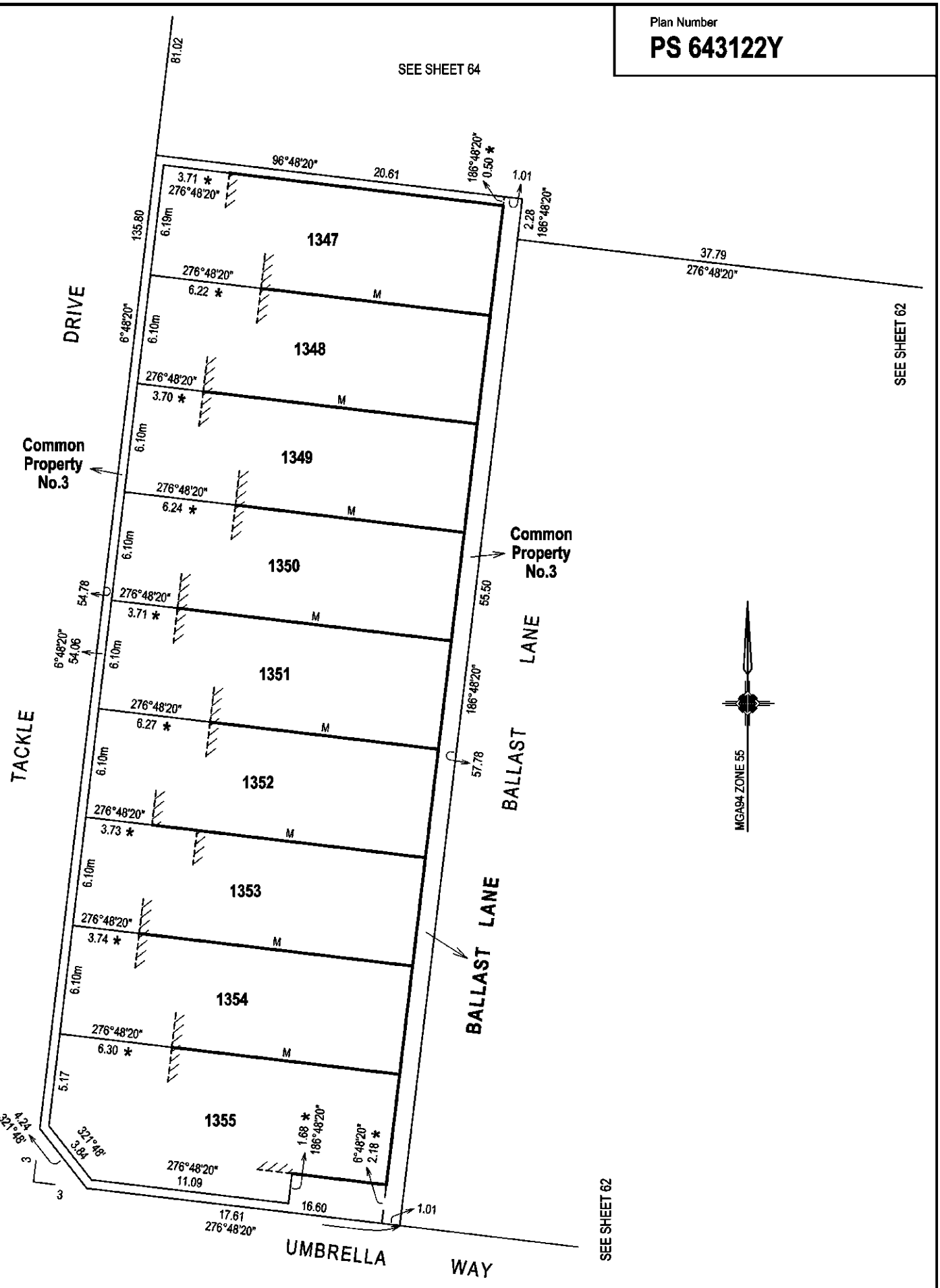
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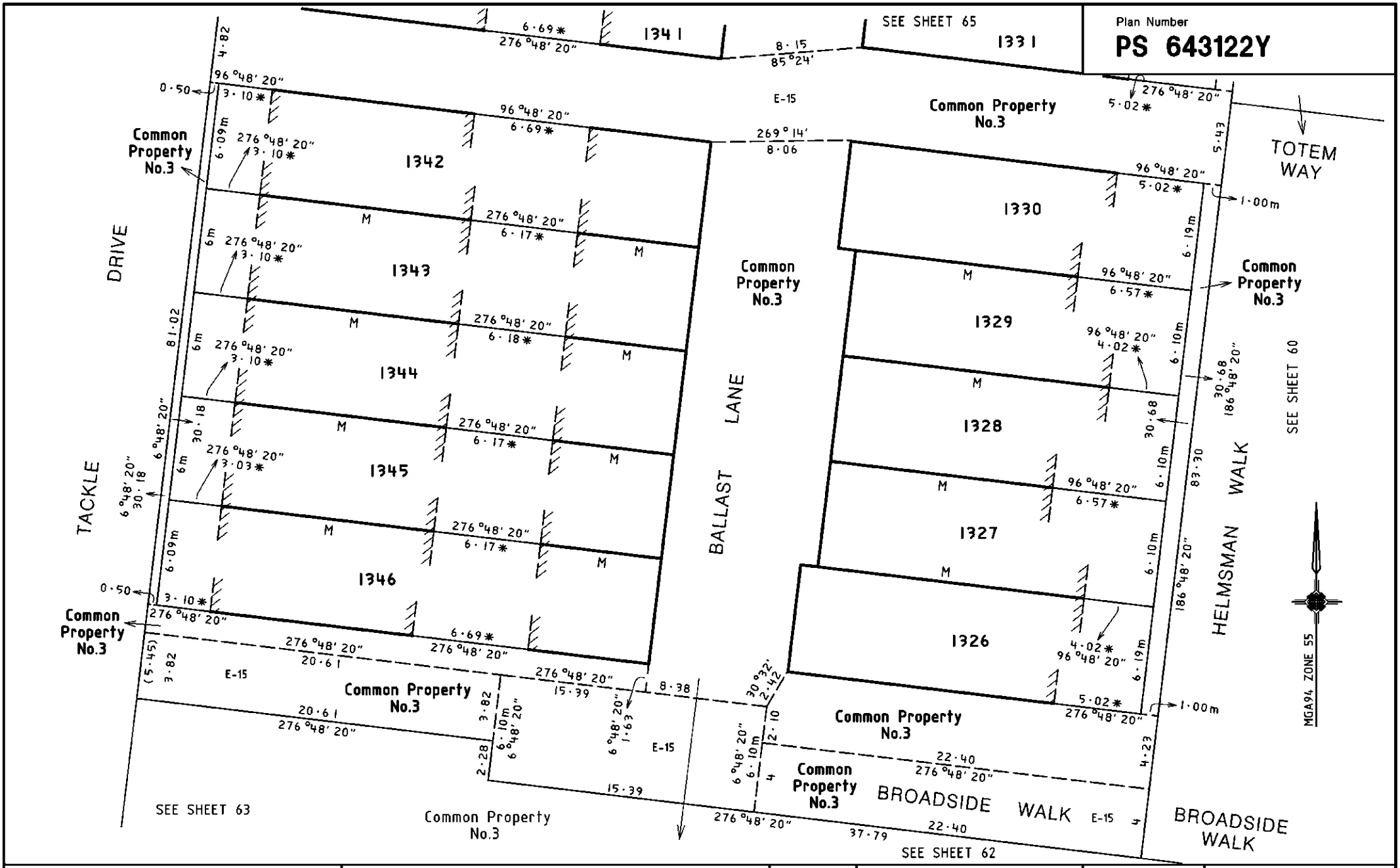
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	KEVIN CHARLES WALSH, VERSION			

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Plan Number
PS 643122Y



WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST. MORNINGTON PH. (03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH. (03) 9860 0300	SCALE 1 : 200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 63
	KEVIN CHARLES WALSH, VERSION			

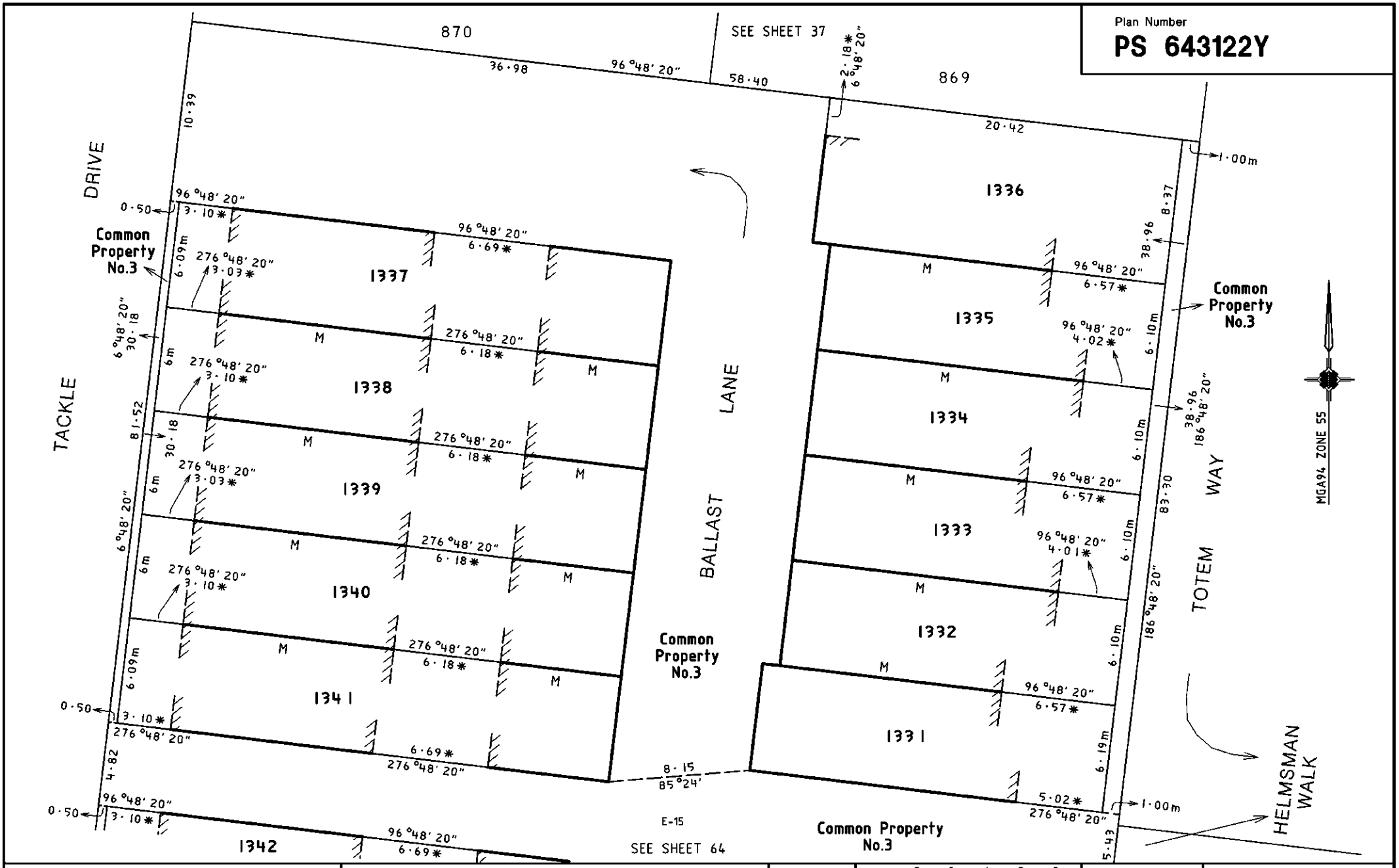


WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 64

KEVIN CHARLES WALSH, VERSION

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URBAN DEVELOPMENT CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099

SCALE 1:200

0 2 4 6 8
LENGTHS ARE IN METRES

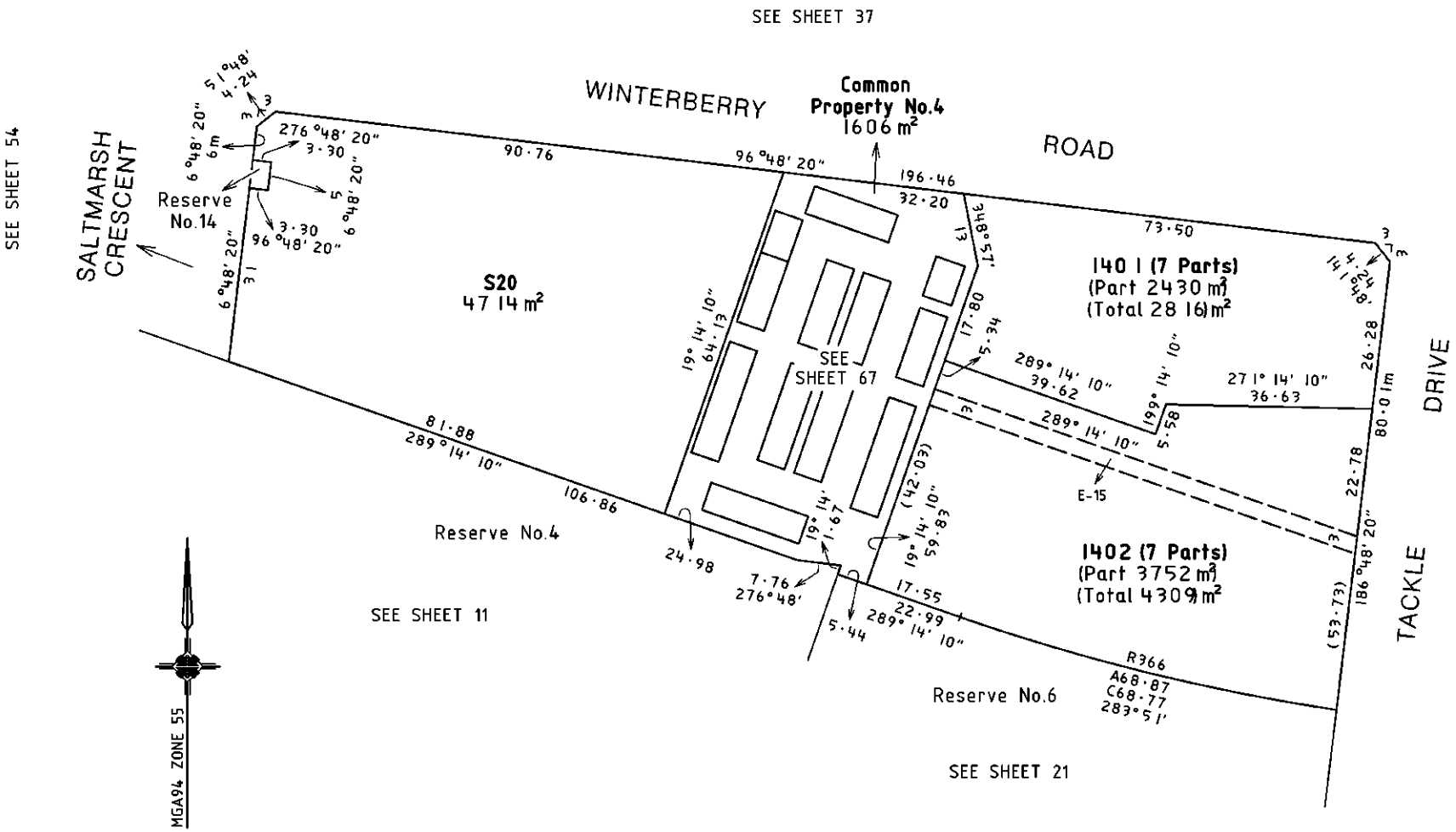
ORIGINAL SHEET SIZE A3

SHEET 65

KEVIN CHARLES WALSH, VERSION

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Plan Number
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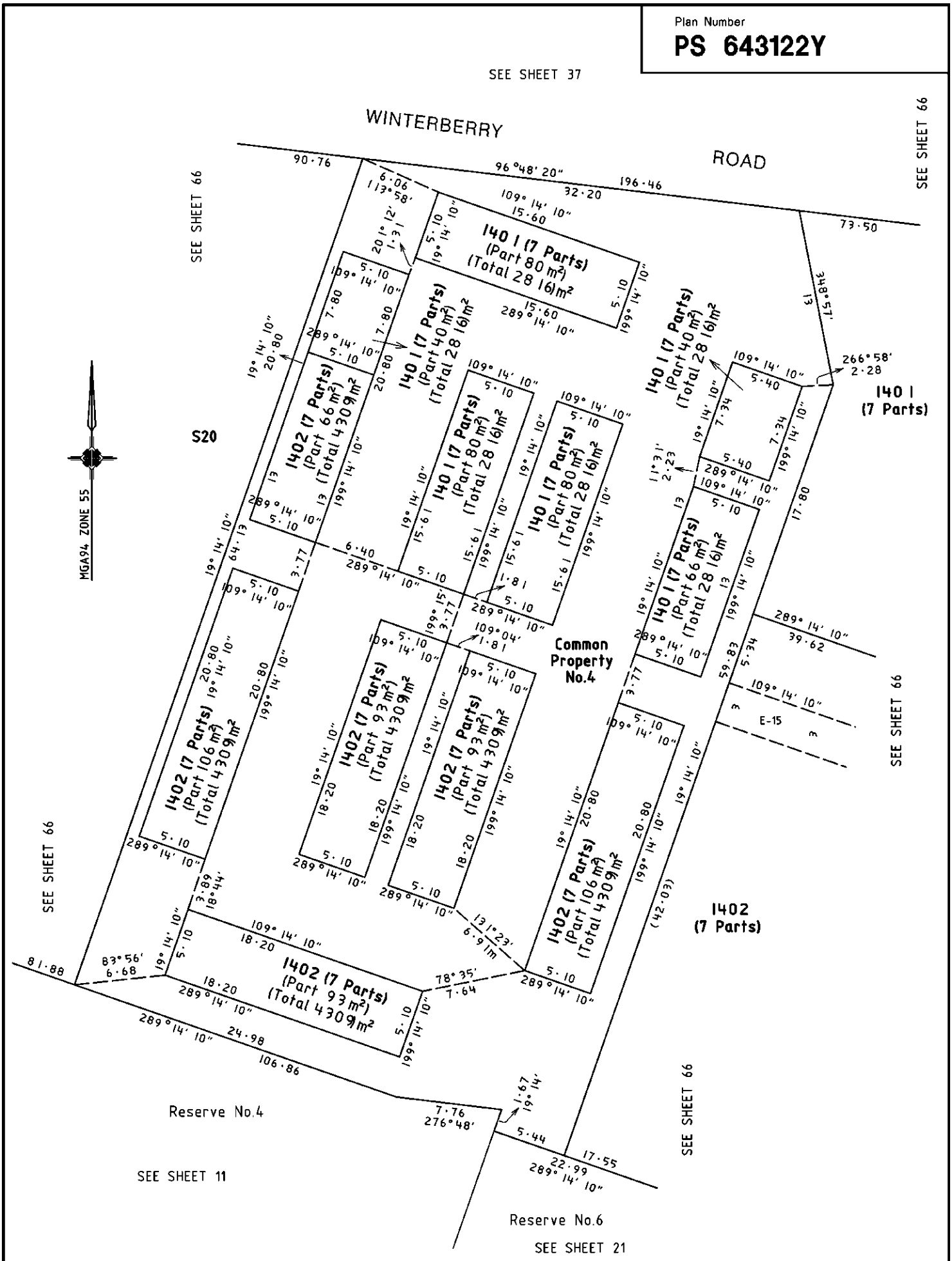


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300		SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 66
		KEVIN CHARLES WALSH, VERSION		

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Plan Number
PS 643122Y

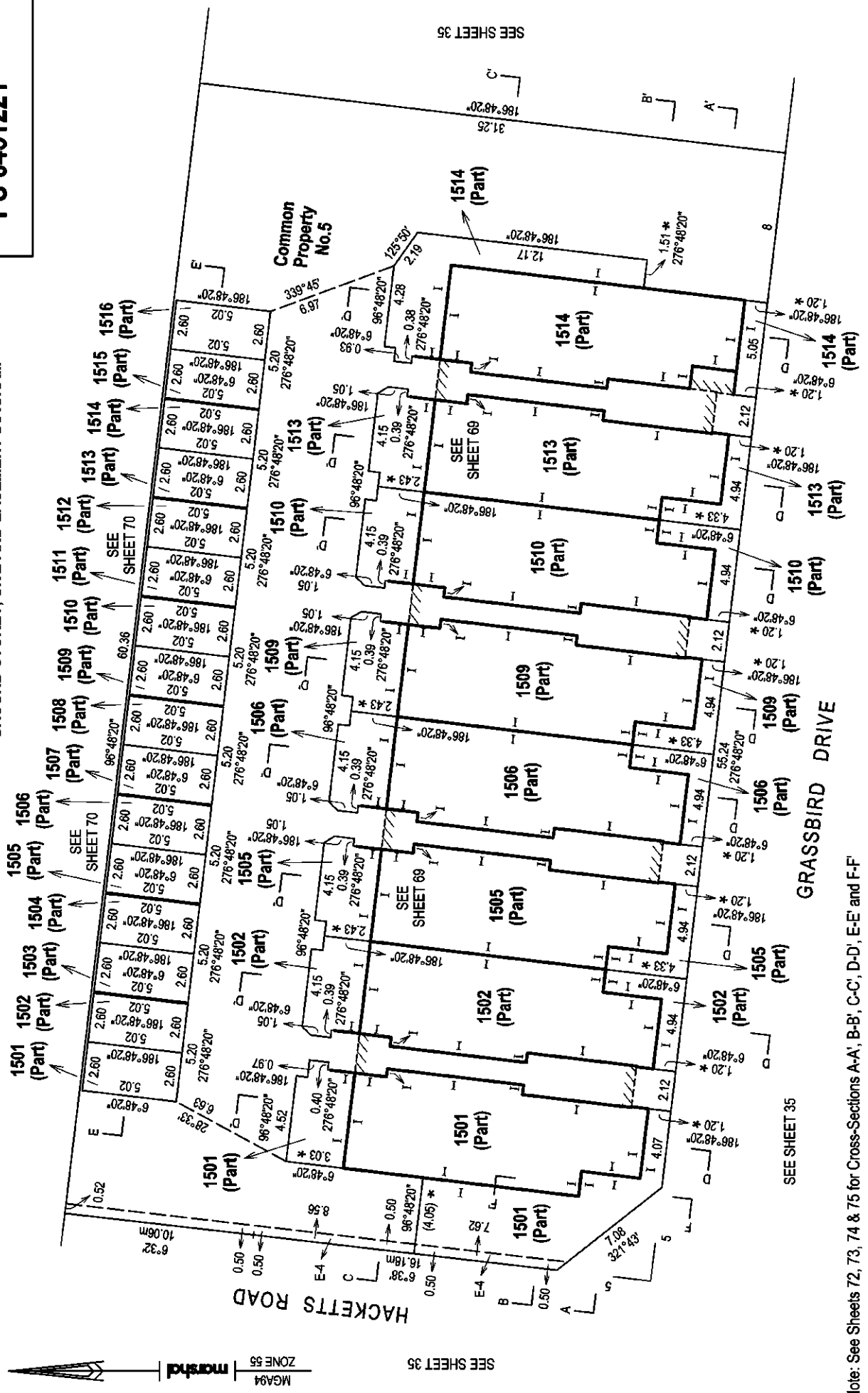


WATSONS URBAN DEVELOPMENT CONSULTANTS & MANAGERS 5 MAIN ST, MORNINGTON PH.(03) 5976 4644 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE PH.(03) 9860 0300	SCALE 1:250	0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 67
	KEVIN CHARLES WALSH, VERSION			

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PS 643122Y

GROUND STOREY, SITE AND EASEMENT DIAGRAM

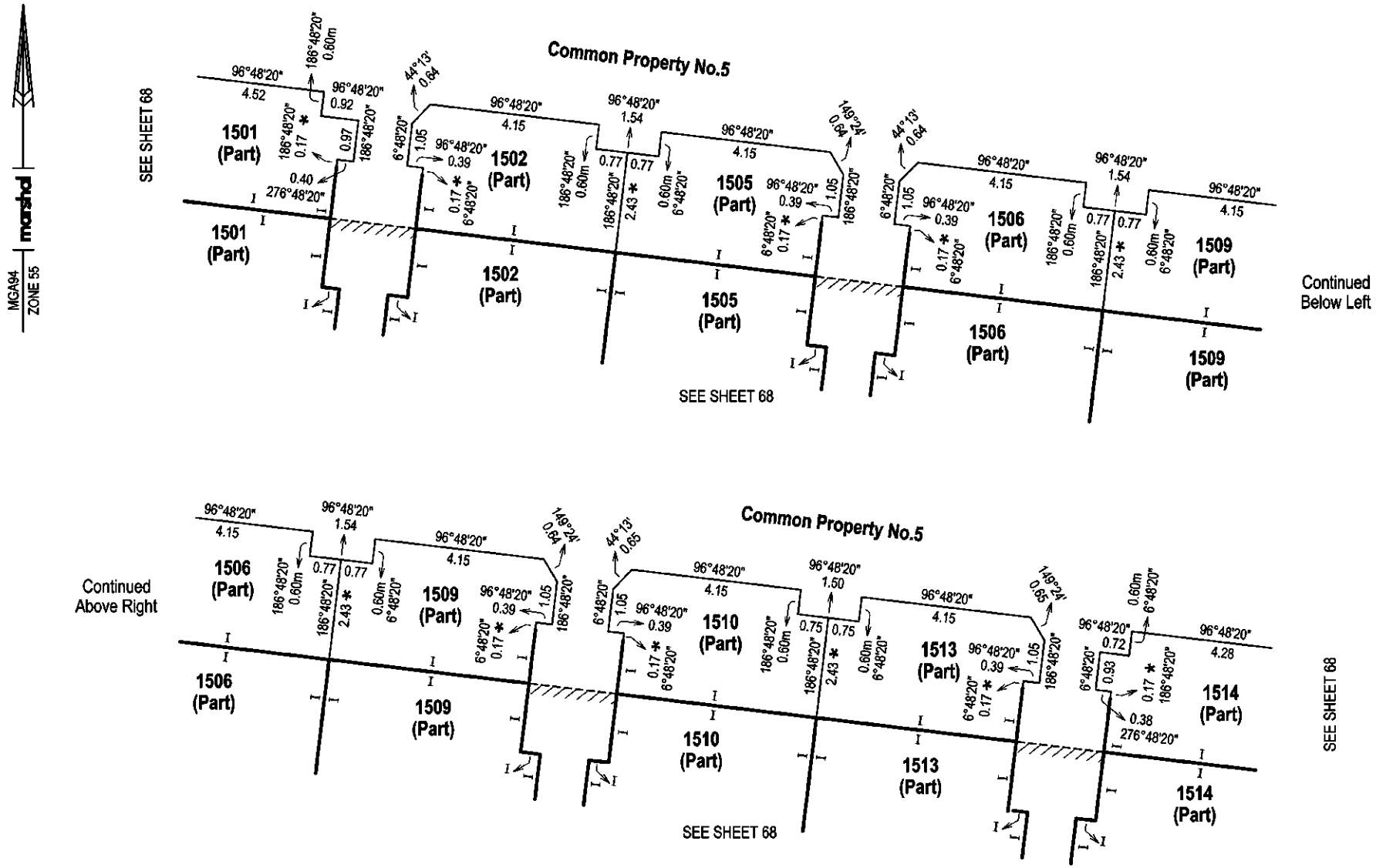


Note: See Sheets 72, 73, 74 & 75 for Cross-Sections A-A', B-B', C-C', D-D', E-E' and F-F'

SCALE 1 : 200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 68
KEVIN CHARLES WALSH,	VERSION		

marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
+61 3 9860 0380 marshal.melbourne
hello@marshal.melbourne ABN 58 643 224 266

PS 643122Y

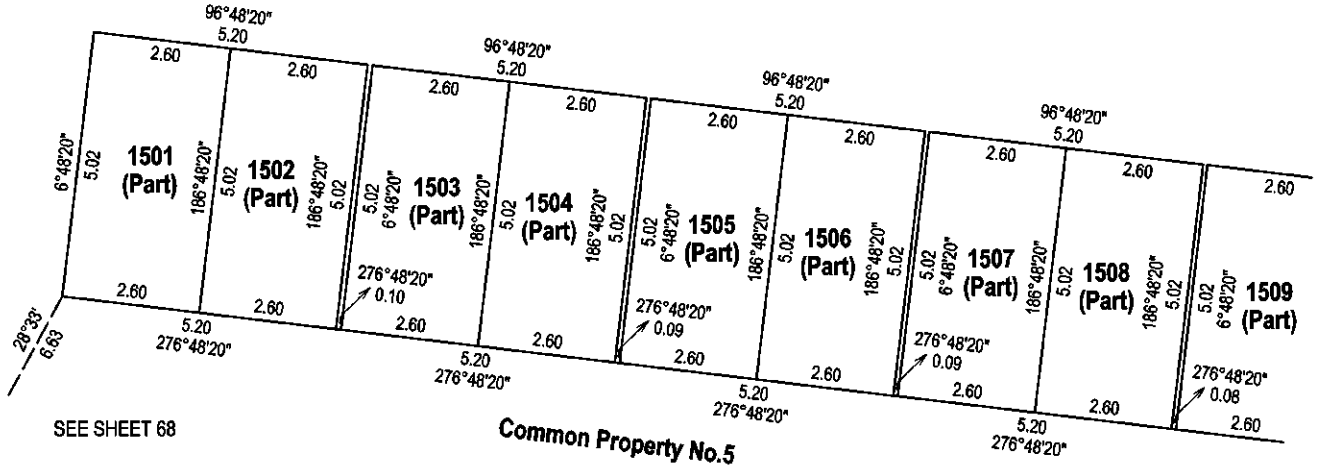


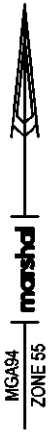
marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
+61 3 9860 0380 marshal.melbourne
hello@marshal.melbourne ABN 58 643 224 266

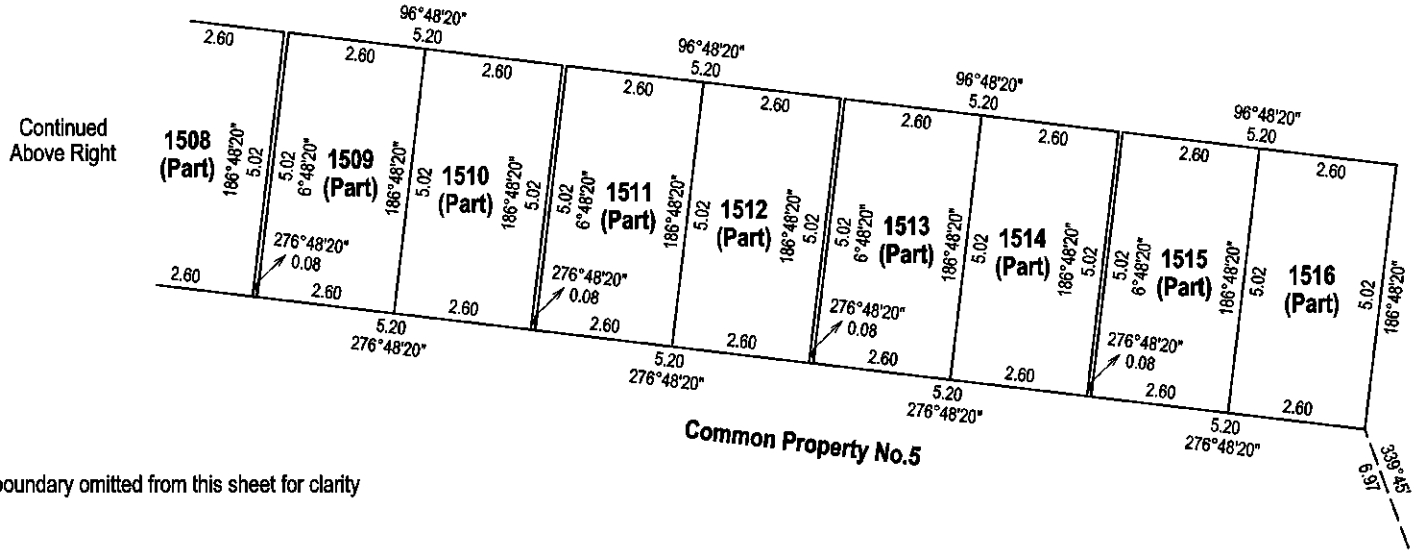
SCALE 1 : 100	0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 69
KEVIN CHARLES WALSH, VERSION			

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PS 643122Y







Note: External boundary omitted from this sheet for clarity

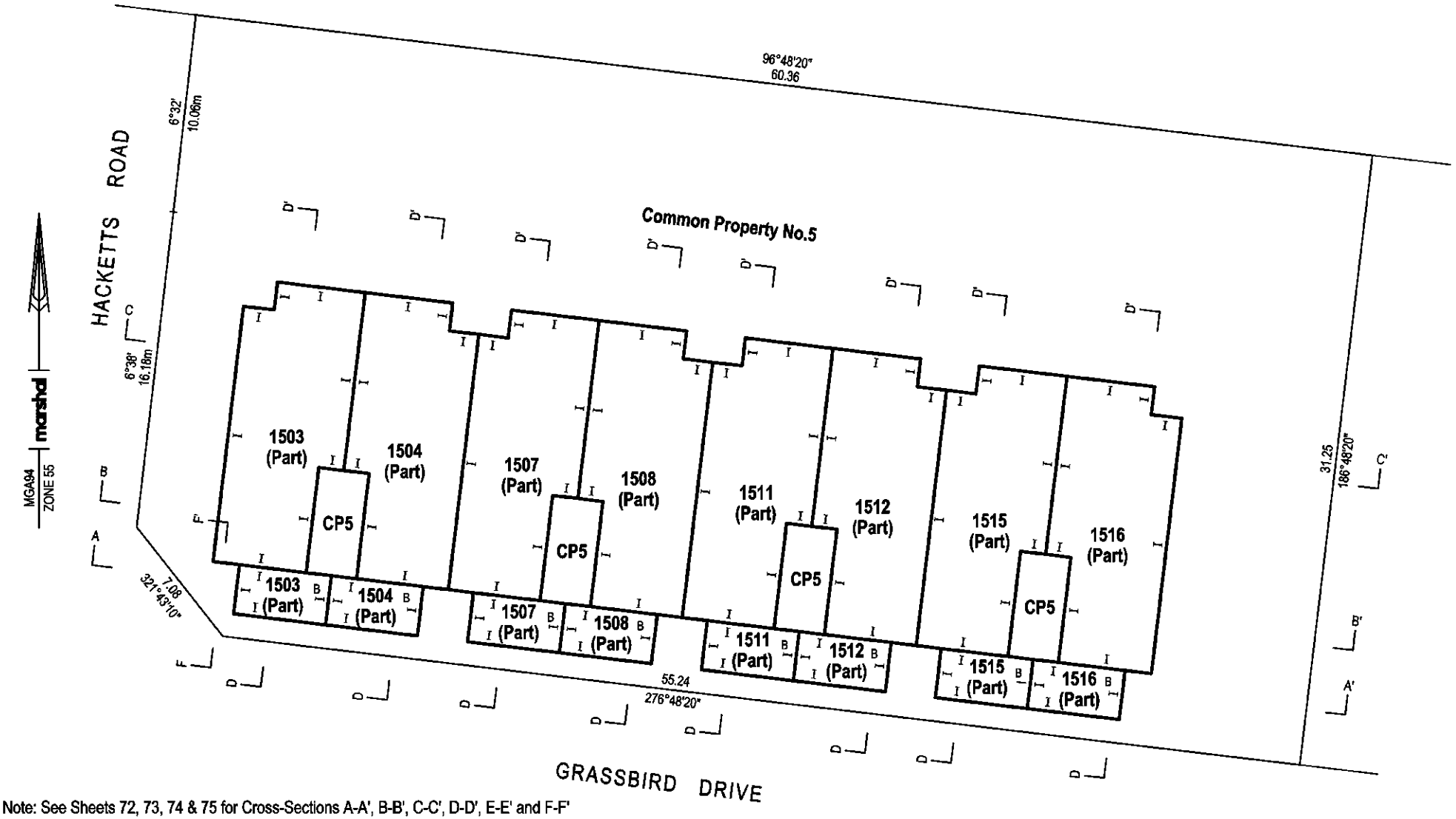
marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
+61 3 9860 0380 marshal.melbourne
hello@marshal.melbourne ABN 58 643 224 266

SCALE 1 : 100	0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 70
KEVIN CHARLES WALSH, VERSION			

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FIRST STOREY DIAGRAM

PS 643122Y



Note: See Sheets 72, 73, 74 & 75 for Cross-Sections A-A', B-B', C-C', D-D', E-E' and F-F'

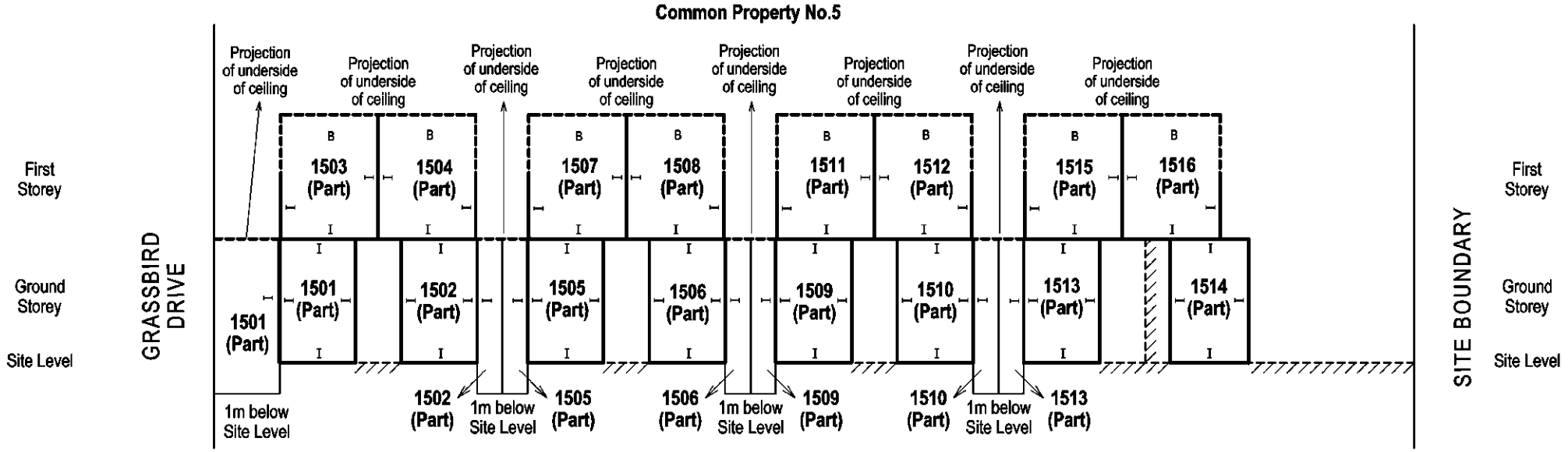
marshal
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SCALE 1 : 200	0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 71
KEVIN CHARLES WALSH, VERSION			

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CROSS SECTION A-A'

PS 643122Y

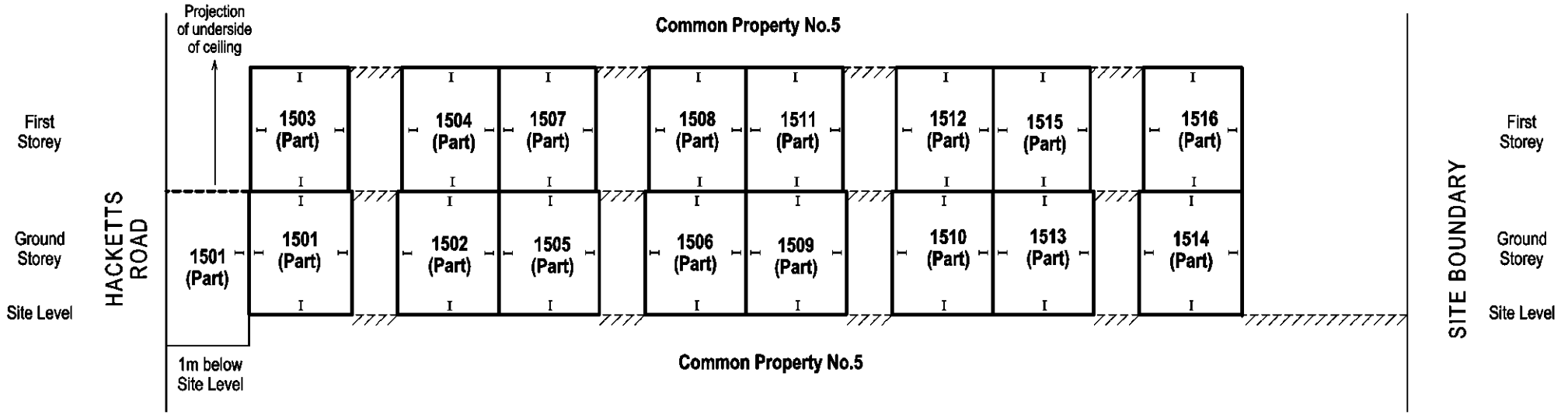


marshal
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004
+61 3 9860 0380 marshal.melbourne
hello@marshal.melbourne ABN 58 643 224 266

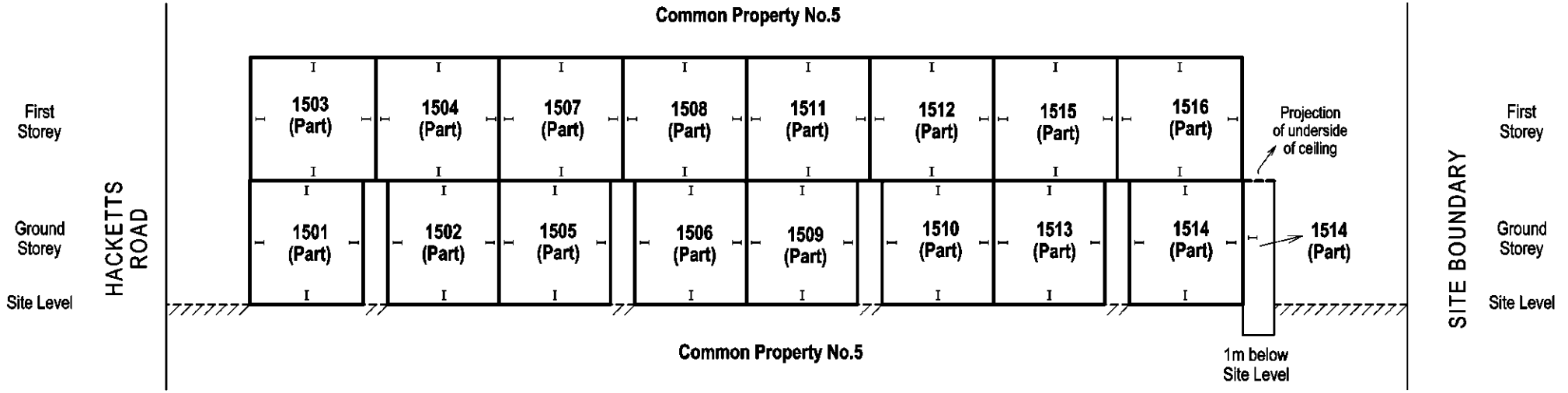
		ORIGINAL SHEET SIZE A3	SHEET 72
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CROSS SECTION B-B'



CROSS SECTION C-C'



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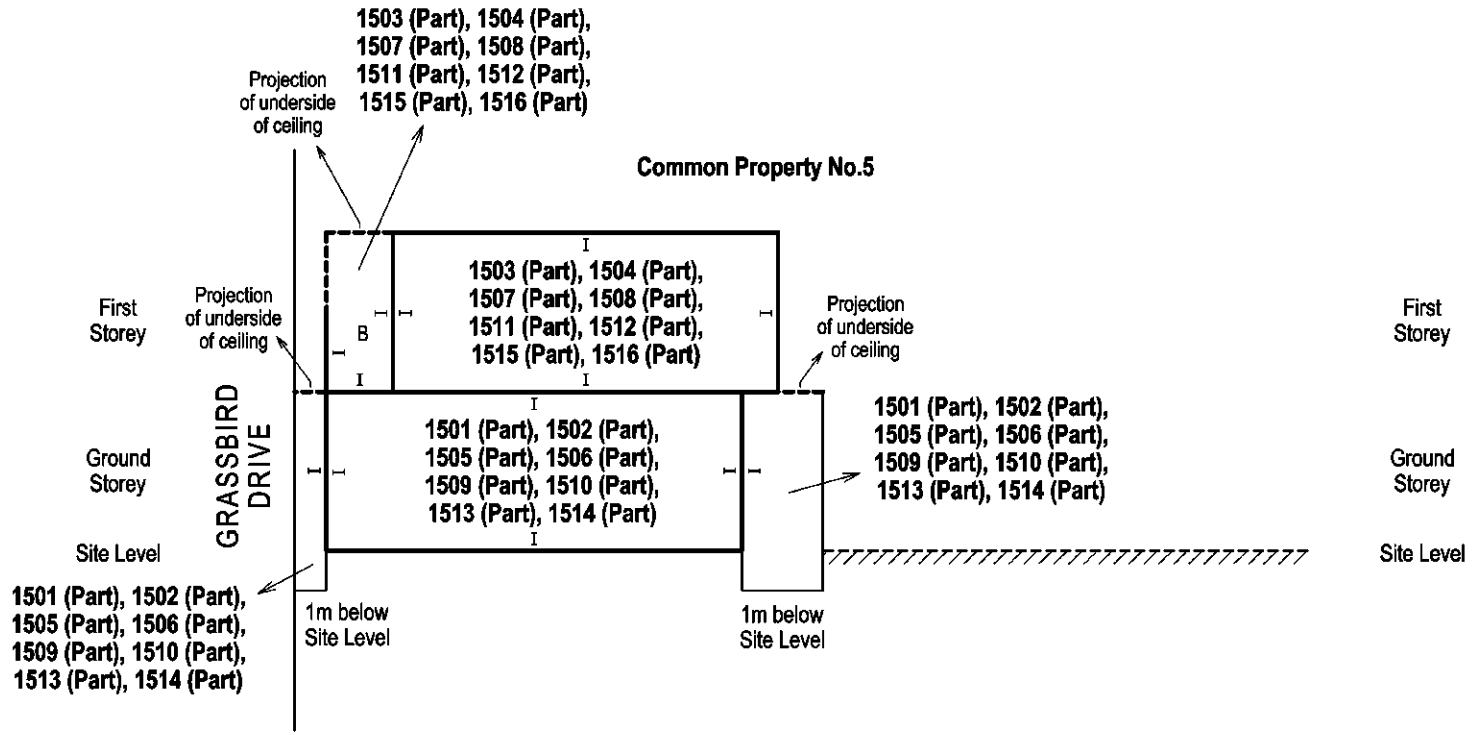
ORIGINAL SHEET SIZE A3

SHEET 73

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CROSS SECTION D-D'

PS 643122Y



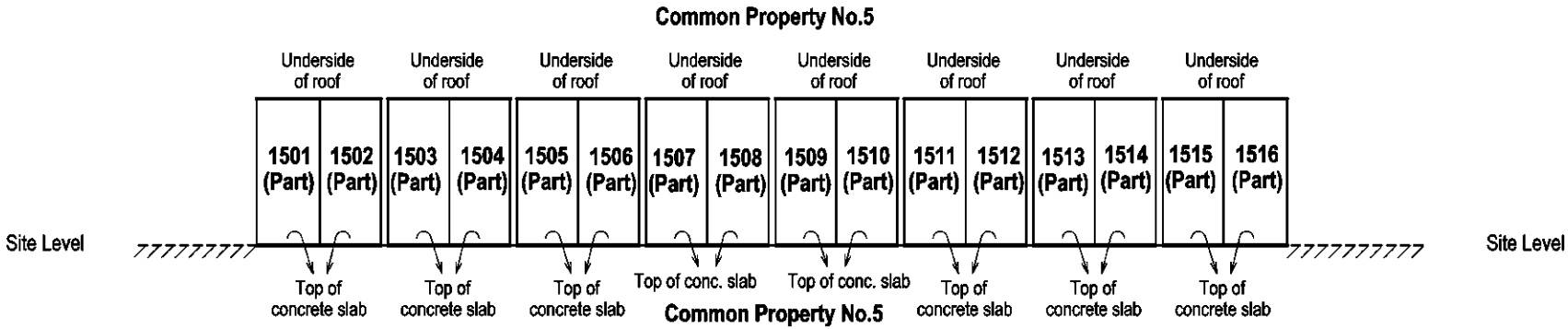
Common Property No.5

marshal
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+61 3 9860 0380 marshal.melbourne
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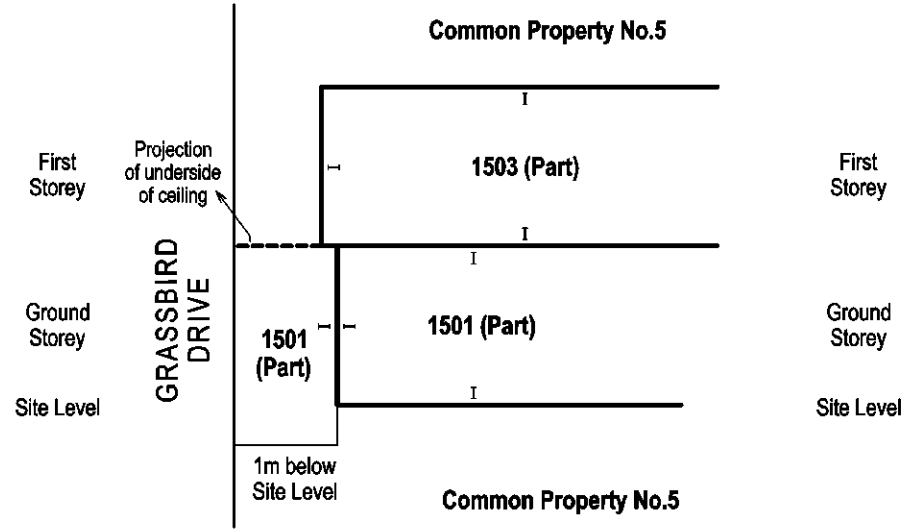
		ORIGINAL SHEET SIZE A3	SHEET 74
KEVIN CHARLES WALSH, VERSION			

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CROSS SECTION E-E'



CROSS SECTION F-F'



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		ORIGINAL SHEET SIZE A3	SHEET 75
KEVIN CHARLES WALSH, VERSION			

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created.

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
101	102, 108
102	101, 103, 107
103	102, 104, 106
104	103, 105
105	104, 106
106	103, 105, 107
107	102, 106, 108
108	101, 107
109	110, 124
110	109, 111, 123
111	110, 112, 122
112	111, 113, 121
113	112, 114, 120
114	113, 115, 119
115	114, 116, 118
116	115, 117
117	116, 118
118	115, 117, 119
119	114, 118, 120
120	113, 119, 121
121	112, 120, 122
122	111, 121, 123
123	110, 122, 124
124	109, 123
125	126, 127
126	125, 127, 138
127	125, 126, 128, 137, 138
128	127, 129, 136, 137
129	128, 130, 135, 136
130	129, 131, 132, 135
131	130, 132
132	130, 131, 133
133	132, 134, 135
134	133, 135
135	129, 130, 133, 134, 136
136	128, 129, 135, 137
137	127, 128, 136, 138, 139
138	126, 127, 137, 139
139	137, 138
140	141, 146, 147, 150
141	140, 142, 145, 146
142	141, 143, 144, 145
143	142, 144
144	142, 143, 145
145	141, 142, 144, 146
146	140, 141, 145, 147
147	140, 146, 148, 150
148	147, 149, 150

Burdened Lot No.	Benefiting Lots on This Plan
149	148, 150
150	140, 147, 148, 149, 151
151	150, 152
152	151, 153
153	152, 154
154	153, 155
155	154, 156
156	155, 157
157	156, 158, 159
158	157, 159
159	157, 158
160	161
161	160, 162
162	161, 163
163	162, 164
164	163, 165
165	164, 166
166	165, 167
167	166, 168
168	167, 169
169	168, 170
170	169, 171
171	170, 172
172	171
201	202, 203
202	201, 203
203	201, 202, 204
204	203, 205
205	204, 206
206	205, 207
207	206, 208
208	207, 209
209	208, 210, 211
210	209, 211
211	209, 210
212	213, 214
213	212, 214, 230
214	212, 213, 215, 229
215	214, 216, 228
216	215, 217, 227, 228
217	216, 218, 226, 227
218	217, 219, 225, 226
219	218, 220, 224, 225
220	219, 221, 222, 224
221	220, 222
222	220, 221, 223, 224
223	222, 224
224	219, 220, 222, 223, 225

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PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) MICHAEL NEYLAN DEGG

SIGNATURE DIGITALLY SIGNED DATE

REF 35983 VERSION

DATE / /20

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ORIGINAL SHEET SIZE A3

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created (continued from Sheet 76).

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
225	218, 219, 224, 226
226	217, 218, 225, 227
227	216, 217, 226, 228
228	215, 216, 227, 229
229	214, 228, 230, 231
230	213, 229, 231
231	229, 230
232	233, 234
233	232, 234
234	232, 233, 235
235	234, 236
236	235, 237
237	236, 238
238	237, 239
239	238, 240
240	239
241	242
242	241, 243
243	242, 244
244	243, 245
245	244, 246
246	245, 247
247	246
248	249
249	248
301	302
302	301
347	401
401	347, 402, 403
402	401, 403
403	401, 402, 404
404	403, 405
405	404, 406
406	405, 407
407	406, 408, 409
408	407, 409
409	407, 408
410	411, 412
411	410, 412, 425
412	410, 411, 413, 424
413	412, 414, 423
414	413, 415, 422
415	414, 416, 421
416	415, 417, 418, 420
417	416, 418
418	416, 417, 419, 420
419	418, 420

Burdened Lot No.	Benefiting Lots on This Plan
420	416, 418, 419, 421
421	415, 420, 422
422	414, 421, 423
423	413, 422, 424
424	412, 423, 425, 426
425	411, 424, 426
426	424, 425
427	428, 429
428	427, 429, 441, 442
429	427, 428, 430, 441
430	429, 431, 440
431	430, 432, 439
432	431, 433, 438
433	432, 434, 435, 437
434	433, 435
435	433, 434, 436, 437
436	435, 437
437	433, 435, 436, 438
438	432, 437, 439
439	431, 438, 440
440	430, 439, 441
441	428, 429, 440, 442
442	428, 441
444	445
445	444, 446
446	445, 447
447	446, 448
448	447, 449
449	448, 450
450	449, 451
451	450, 452
452	451, 453
453	452, 454
454	453
456	457
457	456, 458
458	457, 459
459	458, 460
460	459, 461
461	460, 462
462	461, 463
463	462, 464
464	463, 465
465	464, 466
466	465, 467
467	466, 468
468	467

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PH.(03) 9697 8000, FAX (03) 9697 8099

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created (continued from Sheet 77).

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA2069. The provisions of the said MCP (including Building Envelope Schedules within the instrument for PS 643122Y, Stage 1, Stage 2 & Stage 3) are incorporated into this restriction.

This restriction shall expire ten years after the date of registration of this plan

SHEET 78

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PH.(03) 9697 8000, FAX (03) 9697 8099

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is to be created.

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
469	470, 471
470	469, 471
471	469, 470, 472
472	471, 473
473	472, 474
474	473, 475
475	474, 476
476	475, 477
477	476, 478
478	477, 479
479	478, 480
480	479, 481
481	480, 482
482	481, 483
483	482
484	485
485	484, 486
486	485, 487
487	486, 488
488	487
489	490, 491
490	489, 491
491	489, 490, 492
492	491, 493
493	492, 494
494	493, 495
495	494, 496
496	495, 497
497	496, 498
498	497, 499
499	498, 500

Burdened Lot No.	Benefiting Lots on This Plan
500	499, 501
501	500, 502
502	501, 503
503	502, 504
504	503
505	506
506	505, 507
507	506, 508
508	507, 509
509	508, 510
510	509, 511
511	510
512	513
513	512, 514
514	513, 515
515	514, 516
516	515, 517
517	516, 518
518	517
519	520
520	519, 521
521	520, 522
522	521
523	524
524	523
525	526, 527
526	525, 527
527	525, 526, 528
528	527, 529
529	528, 530
530	529

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA2386. The provisions of the said MCP (including Building Envelope Schedules within the instrument for PS 643122Y, Stage 4 & Stage 5) are incorporated into this restriction.

This restriction shall expire ten years after the date of registration of this plan.

SHEET 79

WATSONS
URBAN DEVELOPMENT
CONSULTANTS & MANAGERS
5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK
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Plan Number
PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created.

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
601	602
602	601, 603
603	602, 604
604	603, 605
605	604, 606
606	605, 607
607	606, 608
608	607, 609
609	608, 610
610	609, 611
611	610, 612
612	611, 613
613	612, 614
614	613, 615
615	614, 616
616	615, 617
617	616
618	619
619	618, 620
620	619, 621
621	620, 622
622	621, 623
623	622, 624
624	623, 625
625	624, 626
626	625, 627
627	626, 628
628	627, 629
629	628, 630
630	629, 631
631	630, 632
632	631, 633
633	632

Burdened Lot No.	Benefiting Lots on This Plan
634	635
635	634, 636
636	635, 637
637	636, 638
638	637, 639
639	638, 640
640	639, 641
641	640, 642, 643
642	641, 643
643	641, 642, 644
644	643, 645
645	644
646	647
647	646, 648
648	647, 649
649	648
650	651
651	650, 652
652	651, 653
653	652
654	655
655	654, 656
656	655, 657
657	656, 658
658	657, 659
659	658
660	661
661	660, 662, 663
662	661, 663
663	661, 662, 664
664	663, 665
665	664, 666

Burdened Lot No.	Benefiting Lots on This Plan
666	665, 667
667	666, 668
668	667, 669
669	668, 670
670	669, 671
671	670, 672
672	671, 673
673	672, 674
674	673, 675
675	674, 676
676	675, 677
677	676, 678
678	677, 679
679	678
680	681
681	680, 682, 684
682	681, 683, 684
683	682, 684
684	681, 682, 683
701	702
702	701, 703
703	702, 704
704	703, 705
705	704, 706
706	705, 707
707	706, 708
708	707, 709
709	708, 710
710	709, 711
711	710
712	713
713	712

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Plan Number
PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created (continued from Sheet 80):

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
801	802
802	801, 803
803	802, 804
804	803, 805
805	804, 806
806	805, 807
807	806, 808
808	807, 809
809	808, 810
810	809, 811
811	810, 812
812	811, 813, 815
813	812, 814, 815, 816
814	813, 819, 884
815	812, 813, 816
816	813, 815, 884
817	818, 820, 821
818	817, 821
819	814, 885
820	817, 821, 822
821	817, 818, 820
822	820, 823
823	822, 824
824	823, 825
825	824, 826
826	825, 827
827	826, 828
828	827, 829
829	828
830	831, 841
831	830, 832, 840
832	831, 833, 839
833	832, 834, 838

Burdened Lot No.	Benefiting Lots on This Plan
834	833, 835, 837
835	834, 836
836	835, 837
837	834, 836, 838
838	833, 837, 839
839	832, 838, 840
840	831, 839, 841
841	830, 840
842	843, 854
843	842, 844, 852, 853
844	843, 845, 851, 852
845	844, 846, 850, 851
846	845, 847, 849, 850
847	846, 848, 849
848	847, 849
849	846, 847, 848, 850
850	845, 846, 849, 851
851	844, 845, 850, 852
852	843, 844, 851, 853
853	842, 843, 852, 854
854	842, 853
855	856, 886
856	855, 857
857	856, 858, 859
858	857, 859
859	857, 858
860	861, 875
861	860, 862, 875
862	861, 863, 864, 875
863	862, 864
864	862, 863, 865, 875
865	864, 866, 874
866	865, 867, 873
867	866, 868, 872

Burdened Lot No.	Benefiting Lots on This Plan
868	867, 869, 871
869	868, 870
870	869, 871
871	868, 870, 872
872	867, 871, 873
873	866, 872, 874
874	865, 873, 875
875	860, 861, 862, 864, 874
876	877
877	876, 878
878	877, 879
879	878, 880
880	879, 881
881	880, 882, 883
882	881, 883
883	881, 882
884	814, 816, 885
885	819, 884
886	855, 887
887	886, 888
888	887, 889
889	888, 890, 891
890	889, 891
891	889, 890, 892
892	891, 893
893	892
894	895
895	894, 896
896	895, 897
897	896
898	899
899	898, 8100
8100	899, 8101
8101	8100

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Plan Number
PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created (continued from Sheet 81):

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
901	902
902	901, 903
903	902, 904
904	903, 905
905	904, 906
906	905, 907
907	906, 908
908	907, 909
909	908, 910
910	909, 911
911	910, 912, 913
912	911, 913
913	911, 912, 914
914	913, 915
915	914
916	917
917	916, 918
918	917, 919
919	918
920	921
921	920
922	923
923	922, 924
924	923, 925
925	924
926	927
927	926, 928
928	927, 929
929	928
930	931
931	930
1001	1002
1002	1001, 1003
1003	1002, 1004
1004	1003, 1005
1005	1004, 1006, 1007
1006	1005, 1007
1007	1005, 1006

Burdened Lot No.	Benefiting Lots on This Plan
1008	1009
1009	1008
1010	1011, 1023
1011	1010, 1012, 1022
1012	1011, 1013, 1021
1013	1012, 1014, 1020
1014	1013, 1015, 1019
1015	1014, 1016, 1018
1016	1015, 1017
1017	1016, 1018
1018	1015, 1017, 1019
1019	1014, 1018, 1020
1020	1013, 1019, 1021
1021	1012, 1020, 1022
1022	1011, 1021, 1023
1023	1010, 1022
1024	1025, 1037
1025	1024, 1026, 1036
1026	1025, 1027, 1035
1027	1026, 1028, 1034
1028	1027, 1029, 1033
1029	1028, 1030, 1032
1030	1029, 1031
1031	1030, 1032
1032	1029, 1031, 1033
1033	1028, 1032, 1034
1034	1027, 1033, 1035
1035	1026, 1034, 1036
1036	1025, 1035, 1037
1037	1024, 1036
1038	1039
1039	1038, 1040
1040	1039, 1041
1041	1040, 1042
1042	1041, 1043
1043	1042, 1044
1044	1043

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Plan Number
PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created (continued from Sheet 82):

Table of land burdened and land benefited

Burdened Lot No.	Benefiting Lots on This Plan
1101	1102, 1114
1102	1101, 1103, 1113
1103	1102, 1104, 1112
1104	1103, 1105, 1110, 1111
1105	1104, 1106, 1110
1106	1105, 1107, 1109
1107	1106, 1108
1108	1107, 1109
1109	1106, 1108, 1110
1110	1104, 1105, 1109, 1111
1111	1104, 1110, 1112
1112	1103, 1111, 1113
1113	1102, 1112, 1114
1114	1101, 1113
1115	1116, 1117
1116	1115, 1117, 1136
1117	1115, 1116, 1118, 1135
1118	1117, 1119, 1134
1119	1118, 1120, 1133
1120	1119, 1121, 1132
1121	1120, 1122, 1131
1122	1121, 1123, 1130, 1131
1123	1122, 1124, 1129, 1130
1124	1123, 1125, 1128, 1129
1125	1124, 1126, 1127, 1128
1126	1125, 1127
1127	1125, 1126, 1128
1128	1124, 1125, 1127, 1129
1129	1123, 1124, 1128, 1130
1130	1122, 1123, 1129, 1131
1131	1121, 1122, 1130, 1132
1132	1120, 1131, 1133
1133	1119, 1132, 1134
1134	1118, 1133, 1135
1135	1117, 1134, 1136, 1137
1136	1116, 1135, 1137

Burdened Lot No.	Benefiting Lots on This Plan
1137	1135, 1136
1138	1139
1139	1138, 1140
1140	1139, 1141
1141	1140
1142	1143
1143	1142, 1144
1144	1143, 1145
1145	1144
1146	1147
1147	1146
1201	1202, 1209
1202	1201, 1203, 1208
1203	1202, 1204, 1205, 1207
1204	1203, 1205
1205	1203, 1204, 1206, 1207
1206	1205, 1207
1207	1203, 1205, 1206, 1208
1208	1202, 1207, 1209
1209	1201, 1208
1210	1211, 1218
1211	1210, 1212, 1217
1212	1211, 1213, 1214, 1216, 1217
1213	1212, 1214
1214	1212, 1213, 1215, 1216
1215	1214, 1216
1216	1212, 1214, 1215, 1217
1217	1211, 1212, 1216, 1218
1218	1210, 1217
1219	1220
1220	1219, 1221
1221	1220, 1222
1222	1221, 1223, 1224
1223	1222, 1224
1224	1222, 1223, 1225
1225	1224

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies:-

(i) Shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA 2766. The provisions of the said MCP (including Building Envelope Schedules within the instrument for PS 643122Y Stage 6, Stage 7, Stage 8, Stage 9, Stage 10, Stage 11 & Stage 12) are incorporated into this restriction.

(ii) Shall not allow the above restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority.

This restriction shall expire ten years after the date of registration of this plan.

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION D

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 101 to 172 (Both Inclusive), 201 to 249 (Both Inclusive), 301, 302, 347, 401 to 442 (Both Inclusive), 444 to 454 (Both Inclusive) and 456 to 504 (Both Inclusive)

Land to be burdened: Lots 101 to 172 (Both Inclusive), 201 to 249 (Both Inclusive), 301, 302, 347, 401 to 442 (Both Inclusive), 444 to 454 (Both Inclusive) and 456 to 504 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

(i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling-house (which expression shall include a house, apartment, unit or flat);

(ii) Build or cause to be built or allow to be built or allow to remain a dwelling-house or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot unless:

(A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Saratoga Design Review Committee care of Shelton Finnis Architects, 72 Bridport Street, Albert Park, 3206 or such other entity as may be nominated by the Saratoga Design Review Committee from time to time;

(B) The plans comply with the Design Guidelines, a copy of which can be obtained from Shelton Finnis Architects, 72 Bridport Street, Albert Park, 3206.

(C) The Saratoga Design Review Committee or such other entity as may be nominated by the Saratoga Design Review Committee from time to time has given its written approval to the plans prior to the commencement of works;

(iii) At any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-

(A) Any private dwelling with a total habitable floor area (excluding any verandah, balcony, garage or alfresco areas) of less than:

(a) $110m^2$ in the case of a lot having an area less than $401m^2$.

(b) $130m^2$ in the case of a lot having an area between $401m^2$ and $500m^2$.

(c) $160m^2$ in the case of a lot having an area greater than $501m^2$.

Duplex lots, medium density lots and lots under $300m^2$ are excluded from this control.

(B) Any building with the same front facade to that of an existing private dwelling within 3 house lots, and opposite the private dwelling and within 3 house lots, regardless of street intersections unless part of an intergrated housing developments or terrace allotment.

(C) Any private dwelling (including garage) of which external walls (excluding windows) are not predominantly constructed of face brick or rendered finish.

(D) Any private dwelling (including garage or carport) with a roof that is of reflective materials.

(E) Any private dwelling that does not allow for lock up car accommodation for at least one vehicle.

(iv) Build or cause to be built or allow to be built or allow to remain a garage;

(A) That is wider then the dwelling.

(B) Sited less than 0.5m behind the front wall of the dwelling.

(C) Which has a roller door.

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DATE / /20

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION D

Upon registration of this plan the following restriction is to be created (continued from Sheet 84):

(v) Build or cause to be built or allow to be built or allow to remain any fencing:

(A) Along a main street frontage.

(B) Between the main street frontage and 1 metre behind the building line.

(C) Upon a side or rear boundary of a lot unless it is 1.8 metres in height, constructed of timber capped and timber palings with timber posts exposed to both sides of the fence.

(D) Upon a corner lot, along the secondary street boundary, unless it is no greater than 1.8 metres in height and constructed of timber capped and timber palings with timber exposed to both sides of the fence or of a type that has written approval from the Saratoga Design Review Committee.

(E) Upon a corner lot, along the secondary street boundary unless setback no less than 3 metres from the closest corner of the front fascade to the secondary street boundary.

(vi) Subdivide the land sold.

(vii) Erect any sign of advertising except a builder's sign (600mm by 600mm maximum) during the construction period, to be removed on completion of the building works, and a "Home For Sale" sign which may only be erected after completion of construction of the dwelling.

(viii) Park or store any commercial vehicle, trucks and/or caravans within the land so as to be visible from any street abutting the land.

(ix) Delay the front landscaping to the dwelling for more than 30 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.

(x) Leave incomplete building works for more than 90 days without construction being carried out, and shall not delay completion of all building works resulting in the issue of a Certificate of Occupancy, for more than 12 months.

(xi) Construct or allow to construct any dwelling or commercial building on any lot unless the building incorporates plumbing for recycled water supply for toilet flushing and garden watering if it is to become available.

This restriction shall expire 25 years after the date of registration of this plan.

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Plan Number
PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION E

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 505 to 530 (Both Inclusive)

Land to be burdened: Lots 505 to 530 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

(i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling-house (which expression shall include a house, apartment, unit or flat);

(ii) Build or cause to be built or allow to be built or allow to remain a dwelling-house or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot unless:

(A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Wolfdene Design Review Committee at design@wolfdene.com.au or such other entity as may be nominated by the Wolfdene Design Review Committee from time to time;

(B) The plans comply with the Design Guidelines, a copy of which can be obtained from Wolfdene Design Review Committee at 24 Anchor Place, Prahran VIC 3181 or by request to design@wolfdene.com.au.

(C) The Wolfdene Design Review Committee or such other entity as may be nominated by the Wolfdene Design Review Committee from time to time has given its written approval to the plans prior to the commencement of works;

(iii) At any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-

(A) Any private dwelling with a total habitable floor area (excluding any verandah, balcony, garage or alfresco areas) of less than:

(a) 110m^2 in the case of a lot having an area less than 401m.^{2}

(b) 130m^2 in the case of a lot having an area between 401m^2 and 500m.^{2}

(c) 160m^2 in the case of a lot having an area greater than 501m.^{2}

Duplex lots, medium density lots and lots under 300m^2 are excluded from this control.

(B) Any building with the same front facade to that of an existing private dwelling within 3 house lots, and opposite the private dwelling and within 3 house lots, regardless of street intersections unless part of an intergrated housing developments or terrace allotment.

(C) Any private dwelling (including garage) of which external walls (excluding windows) are not predominantly constructed of face brick or rendered finish.

(D) Any private dwelling (including garage or carport) with a roof that is of reflective materials.

(E) Any private dwelling that does not allow for lock up car accommodation for at least one vehicle.

(iv) Build or cause to be built or allow to be built or allow to remain a garage;

(A) That is wider than the dwelling.

(B) Sited less than 0.5m behind the front wall of the dwelling.

(C) Which has a roller door.

(D) Greater than 6m in width.

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Plan Number
PS 643122Y

SUBDIVISION ACT 1988
CREATION OF RESTRICTION E

Upon registration of this plan the following restriction is to be created (continued from Sheet 86):

(v) Build or cause to be built or allow to be built or allow to remain any fencing:

(A) Along a main street frontage.

(B) Between the main street frontage and 1 metre behind the building line.

(C) Upon a side or rear boundary of a lot unless it is 1.8 metres in height, constructed of timber capped and timber palings with timber posts exposed to both sides of the fence.

(D) Upon a corner lot, along the secondary street boundary, unless it is no greater than 1.8 metres in height and constructed of timber capped and timber palings with timber exposed to both sides of the fence or of a type that has written approval from the Wolfdene Design Review Committee.

(E) Upon a corner lot, along the secondary street boundary unless setback no less than 3 metres from the closest corner of the front facade to the secondary street boundary in a colour complimentary to that of the house.

(F) Leave incomplete perimeter fencing for more than 30 days from the date of the issue of the Certificate of Occupancy

(vi) Subdivide the land sold.

(vii) Erect any sign of advertising except a builder's sign (600mm by 600mm maximum) during the construction period, to be removed on completion of the building works. This restriction does not apply to the developer/vendor.

(viii) Park or store any commercial vehicle, trucks and/or caravans within the land so as to be visible from any street abutting the land.

(ix) Delay the front landscaping to the dwelling for more than 30 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.

(x) Leave incomplete building works for more than 90 days without construction being carried out, and shall not delay completion of all building works resulting in the issue of a Certificate of Occupancy, for more than 12 months.

(xi) Construct or allow to construct any dwelling or commercial building on any lot unless the building incorporates plumbing for recycled water supply for toilet flushing and garden watering if it is to become available.

This restriction shall expire 25 years after the date of registration of this plan.

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Plan Number
PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION F

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 601 to 684 (Both Inclusive), 701 to 713 (Both Inclusive), 801 to 899 (Both Inclusive), 8100, 8101, 901 to 931 (Both Inclusive), 1001 to 1044 (Both Inclusive), 1101 to 1147 (Both Inclusive) and 1201 to 1225 (Both Inclusive)

Land to be burdened: Lots 601 to 684 (Both Inclusive), 701 to 713 (Both Inclusive), 801 to 899 (Both Inclusive), 8100, 8101, 901 to 931 (Both Inclusive), 1001 to 1044 (Both Inclusive), 1101 to 1147 (Both Inclusive) and 1201 to 1225 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

(i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling-house (which expression shall include a house, apartment, unit or flat);

(ii) Build or cause to be built or allow to be built or allow to remain a dwelling-house or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot unless:

(A) Copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Wolfdene Design Review Committee at design@wolfdene.com.au or such other entity as may be nominated by the Wolfdene Design Review Committee from time to time;

(B) The plans comply with the Design Guidelines, a copy of which can be obtained from Wolfdene Design Review Committee at 24 Anchor Place, Prahran VIC 3181 or by request to design@wolfdene.com.au.

(C) The Wolfdene Design Review Committee or such other entity as may be nominated by the Wolfdene Design Review Committee from time to time has given its written approval to the plans prior to the commencement of works;

(iii) At any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-

(A) Any private dwelling with a total habitable floor area (excluding any verandah, balcony, garage or alfresco areas) of less than:

(a) 110m^2 in the case of a lot having an area less than 401m.^{2}

(b) 130m^2 in the case of a lot having an area between 401m^2 and 500m.^{2}

(c) 160m^2 in the case of a lot having an area greater than 501m.^{2}

Duplex lots, medium density lots and lots under 300m^2 are excluded from this control.

(B) Any building with the same front facade to that of an existing private dwelling within 3 house lots, and opposite the private dwelling and within 3 house lots, regardless of street intersections unless part of an intergrated housing developments or terrace allotment.

(C) Any private dwelling (including garage) of which external walls (excluding windows) are not predominantly constructed of face brick or rendered finish.

(D) Any private dwelling (including garage or carport) with a roof that is of reflective materials.

(E) Any private dwelling that does not allow for lock up car accommodation for at least one vehicle.

(iv) Build or cause to be built or allow to be built or allow to remain a garage, excluding lots consisting of widths of 10.5 metres;

(A) That is wider than the dwelling.

(B) Sited less than 0.5m behind the front wall of the dwelling.

(C) Which has a roller door.

(D) Greater than 6m in width.

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Plan Number
PS 643122Y

SUBDIVISION ACT 1988
CREATION OF RESTRICTION F

Upon registration of this plan the following restriction is to be created (continued from Sheet 88):

(v) Build or cause to be built or allow to be built or allow to remain a garage for lots consisting of widths of 10.5 metres;

(A) Sited less than 0.5m behind the front wall of the dwelling.

(B) Which has a roller door.

(C) Greater than 6m in width.

(vi) Build or cause to be built or allow to be built or allow to remain any fencing:

(A) Along a main street frontage.

(B) Between the main street frontage and 1 metre behind the building line.

(C) Upon a side or rear boundary of a lot unless it is 1.8 metres in height, constructed of timber capped and timber palings with timber posts exposed to both sides of the fence.

(D) Upon a corner lot, along the secondary street boundary, unless it is no greater than 1.8 metres in height and constructed of timber capped and timber palings with timber exposed to both sides of the fence or of a type that has written approval from the Wolfdene Design Review Committee.

(E) Upon a corner lot, along the secondary street boundary unless setback no less than 3 metres from the closest corner of the front facade to the secondary street boundary in a colour complimentary to that of the house.

(vii) Leave incomplete perimeter fencing for more than 30 days from the date of the issue of the Certificate of Occupancy.

(viii) Subdivide the land sold.

(ix) Erect any sign of advertising except a builder's sign (600mm by 600mm maximum) during the construction period, to be removed on completion of the building works. This restriction does not apply to the developer/vendor.

(x) Park or store any commercial vehicle, trucks and/or caravans within the land so as to be visible from any street abutting the land.

(xi) Delay the front landscaping to the dwelling for more than 30 days from the date of the issue of the Certificate of Occupancy in relation to the private dwelling constructed on the said lot.

(xii) Leave incomplete building works for more than 90 days without construction being carried out, and shall not delay completion of all building works resulting in the issue of a Certificate of Occupancy, for more than 12 months.

(xiii) Construct or allow to construct any dwelling or commercial building on any lot unless the building incorporates plumbing for recycled water supply for toilet flushing and garden watering if it is to become available.

This restriction shall expire 25 years after the date of registration of this plan.

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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION G

Upon registration of this plan the following restriction is to be created.

Land to benefit: All Lots in this Plan

Land to be burdened: Lots 469, 470, 659 to 662 (Both Inclusive), 882, 883, 1204 to 1206 (Both Inclusive), 1213 to 1215 (Both Inclusive) and 1223 to 1225 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not build a single storey dwelling and no less than a two storey dwelling.

SHEET 90

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SIGNATURE DIGITALLY SIGNED DATE

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Plan Number
PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION H

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 531 to 574 (Both Inclusive)

Land to be burdened: Lots 531 to 574 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan shall not build or cause to be built or allow to be built any dwelling unless in accordance with plans endorsed under planning permit WYP7670/14 or any subsequent permit or variation approved by the Responsible Authority.

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JONATHAN TREVOR NEATE VERSION

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Plan Number
PS 643122Y

SUBDIVISION ACT 1988

CREATION OF RESTRICTION I

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 1301 to 1355 (Both Inclusive)

Land to be burdened: Lots 1301 to 1355 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan shall not build or cause to be built or allow to be built any dwelling, addition or structure including fencing and minor utility apparatus unless in accordance with plans endorsed under planning permit WYP 8469/15 or any subsequent permit or variation approved by the Responsible Authority.

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS643122Y

MASTER PLAN (STAGE 1) REGISTERED DATE 17/10/2012 TIME 9:04 am

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 201 TO 249 (B.I.), LOT S3, ROAD R2 & RESERVE No. 4	STAGE PLAN	PS643122Y/S2	17/10/12	2	LJW
LOT S-3	LOTS 301, 302, 347, 401 TO 442, 444 TO 454, 456 TO 468, S4, S5, RES 1 TO RES 7 & ROAD R3	STAGE PLAN	PS643122Y/S3	04/09/13	3	GV
LOT S4	LOTS 469 TO 504 (B.I.) LOT S6, ROAD R4 & RESERVES NO. 8 & 9	STAGE PLAN	PS643122Y/S4	01/09/14	4	G.R.
LOT S5	LOTS 505 TO 530 (B.I.), LOT S7, ROAD R5 & RESERVE NO. 10	STAGE PLAN	PS643122Y/S5	06/01/15	5	LC
LOT S6	LOTS 601-684, S8 AND ROAD R6 AND RESERVE 11	STAGE PLAN	PS643122Y/S6	12/11/15	6	RGM
RESERVE NO. 4	E-13	CREATION OF EASEMENT	AM640379Y	30/3/16	7	RGM
RESERVE NO. 5	E-14	CREATION OF EASEMENT	AM640457F	30/3/16	7	RGM
LOT S8	LOTS 701-713, S9, S10 ROAD R-7 & RESERVE 15	STAGE PLAN	PS643122Y/S7	06/04/16	8	C.G.
LOT S10	LOTS 801 TO 899, 8100 & 8101, ROAD R8, RESERVE 14, S11 TO S13	STAGE PLAN	PS643122Y/S8	11/05/16	9	C.M.
LOT S13	LOTS 901 TO 931, ROAD R9 & S14	STAGE PLAN	PS643122Y/S9	16/05/16	9	C.M.
LOT S14	LOTS 1001 TO 1044, ROAD R10 & S15	STAGE PLAN	PS643122Y/S10	16/05/16	9	C.M.
LOT S7	LOTS 531 TO 536, 570 TO 574, S32 & CP2	STAGE PLAN	PS643122Y/S31	19/05/16	10	C.M.
LOT S32	LOTS 537 TO 542, 563 TO 569 & S33	STAGE PLAN	PS643122Y/S32	19/05/16	10	C.M.
LOT S15	LOTS 1101 TO 1147, S16 TO S17, ROAD R11 & RESERVE 13	STAGE PLAN	PS643122Y/S11	23/05/16	11	C.M.
LOT S33	LOTS 543 TO 562 AND ADDITIONAL COMMON PROPERTY NO.2	STAGE PLAN	PS643122Y/S33	28/06/16	12	M.H
LOT S16	LOTS 1201 - 1225, ROAD R12 & RESERVE NO.12	STAGE PLAN	PS643122Y/S12	18/08/16	13	M.M.C.
LOT S11	LOTS 1301-1325, S18 & CP1,CP3	STAGE PLAN	PS643122Y/S13	06/12/17	14	H.L.

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS643122Y

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S18	LOTS 1347-1355(B.I.), S19 ADDITIONAL COMMON PROPERTY 3	STAGE PLAN	PS643122Y/S16	07/03/18	15	H.L.
S19	LOTS 1326 - 1346 (BOTH INCL.)	STAGE PLAN	PS643122Y/S14	30/05/18	16	D.P.
S12	LOTS 1401 , 1402 , S20 & COMMON PROPERTY NO:4	STAGE PLAN	PS643122Y/S20	12/12/18	17	IT
LOT S9	LOTS 1501 - 1516 & CP NO. 5	STAGE PLAN	PS643122Y/S21	18/01/23	18	L.D.R

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

The land in PS643122Y is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1 - 5, Lots 101 - 172, 201 - 249, 301, 302, 347, 401 - 442, 444 - 454, 456 - 574, 601 - 684, 701 - 713, 801 - 899, 901 - 931, 1001 - 1044, 1101 - 1147, 1201 - 1225, 1301 - 1355, 1401, 1402, 1501 - 1516, 8100, 8101, S17, S20.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
SUITE 201 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

PS643122Y/S21 18/01/2023

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. OC015963C 17/10/2012

Additional Owners Corporation Information:
OC015962E 17/10/2012

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Common Property 5	0	0
Lot 101	10	10

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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 102	10	10
Lot 103	10	10
Lot 104	10	10
Lot 105	10	10
Lot 106	10	10
Lot 107	10	10
Lot 108	10	10
Lot 109	10	10
Lot 110	10	10
Lot 111	10	10
Lot 112	10	10
Lot 113	10	10
Lot 114	10	10
Lot 115	10	10
Lot 116	10	10
Lot 117	10	10
Lot 118	10	10
Lot 119	10	10
Lot 120	10	10
Lot 121	10	10
Lot 122	10	10
Lot 123	10	10
Lot 124	10	10
Lot 125	10	10
Lot 126	10	10
Lot 127	10	10
Lot 128	10	10
Lot 129	10	10
Lot 130	10	10

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 131	10	10
Lot 132	10	10
Lot 133	10	10
Lot 134	10	10
Lot 135	10	10
Lot 136	10	10
Lot 137	10	10
Lot 138	10	10
Lot 139	10	10
Lot 140	10	10
Lot 141	10	10
Lot 142	10	10
Lot 143	10	10
Lot 144	10	10
Lot 145	10	10
Lot 146	10	10
Lot 147	10	10
Lot 148	10	10
Lot 149	10	10
Lot 150	10	10
Lot 151	10	10
Lot 152	10	10
Lot 153	10	10
Lot 154	10	10
Lot 155	10	10
Lot 156	10	10
Lot 157	10	10
Lot 158	10	10
Lot 159	10	10

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 160	10	10
Lot 161	10	10
Lot 162	10	10
Lot 163	10	10
Lot 164	10	10
Lot 165	10	10
Lot 166	10	10
Lot 167	10	10
Lot 168	10	10
Lot 169	10	10
Lot 170	10	10
Lot 171	10	10
Lot 172	10	10
Lot 201	10	10
Lot 202	10	10
Lot 203	10	10
Lot 204	10	10
Lot 205	10	10
Lot 206	10	10
Lot 207	10	10
Lot 208	10	10
Lot 209	10	10
Lot 210	10	10
Lot 211	10	10
Lot 212	10	10
Lot 213	10	10
Lot 214	10	10
Lot 215	10	10
Lot 216	10	10

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 217	10	10
Lot 218	10	10
Lot 219	10	10
Lot 220	10	10
Lot 221	10	10
Lot 222	10	10
Lot 223	10	10
Lot 224	10	10
Lot 225	10	10
Lot 226	10	10
Lot 227	10	10
Lot 228	10	10
Lot 229	10	10
Lot 230	10	10
Lot 231	10	10
Lot 232	10	10
Lot 233	10	10
Lot 234	10	10
Lot 235	10	10
Lot 236	10	10
Lot 237	10	10
Lot 238	10	10
Lot 239	10	10
Lot 240	10	10
Lot 241	10	10
Lot 242	10	10
Lot 243	10	10
Lot 244	10	10
Lot 245	10	10

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 246	10	10
Lot 247	10	10
Lot 248	10	10
Lot 249	10	10
Lot 301	10	10
Lot 302	10	10
Lot 347	10	10
Lot 401	10	10
Lot 402	10	10
Lot 403	10	10
Lot 404	10	10
Lot 405	10	10
Lot 406	10	10
Lot 407	10	10
Lot 408	10	10
Lot 409	10	10
Lot 410	10	10
Lot 411	10	10
Lot 412	10	10
Lot 413	10	10
Lot 414	10	10
Lot 415	10	10
Lot 416	10	10
Lot 417	10	10
Lot 418	10	10
Lot 419	10	10
Lot 420	10	10
Lot 421	10	10
Lot 422	10	10

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 423	10	10
Lot 424	10	10
Lot 425	10	10
Lot 426	10	10
Lot 427	10	10
Lot 428	10	10
Lot 429	10	10
Lot 430	10	10
Lot 431	10	10
Lot 432	10	10
Lot 433	10	10
Lot 434	10	10
Lot 435	10	10
Lot 436	10	10
Lot 437	10	10
Lot 438	10	10
Lot 439	10	10
Lot 440	10	10
Lot 441	10	10
Lot 442	10	10
Lot 444	10	10
Lot 445	10	10
Lot 446	10	10
Lot 447	10	10
Lot 448	10	10
Lot 449	10	10
Lot 450	10	10
Lot 451	10	10
Lot 452	10	10

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Land Parcel	Entitlement	Liability
Lot 453	10	10
Lot 454	10	10
Lot 456	10	10
Lot 457	10	10
Lot 458	10	10
Lot 459	10	10
Lot 460	10	10
Lot 461	10	10
Lot 462	10	10
Lot 463	10	10
Lot 464	10	10
Lot 465	10	10
Lot 466	10	10
Lot 467	10	10
Lot 468	10	10
Lot 469	10	10
Lot 470	10	10
Lot 471	10	10
Lot 472	10	10
Lot 473	10	10
Lot 474	10	10
Lot 475	10	10
Lot 476	10	10
Lot 477	10	10
Lot 478	10	10
Lot 479	10	10
Lot 480	10	10
Lot 481	10	10
Lot 482	10	10

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 483	10	10
Lot 484	10	10
Lot 485	10	10
Lot 486	10	10
Lot 487	10	10
Lot 488	10	10
Lot 489	10	10
Lot 490	10	10
Lot 491	10	10
Lot 492	10	10
Lot 493	10	10
Lot 494	10	10
Lot 495	10	10
Lot 496	10	10
Lot 497	10	10
Lot 498	10	10
Lot 499	10	10
Lot 500	10	10
Lot 501	10	10
Lot 502	10	10
Lot 503	10	10
Lot 504	10	10
Lot 505	10	10
Lot 506	10	10
Lot 507	10	10
Lot 508	10	10
Lot 509	10	10
Lot 510	10	10
Lot 511	10	10

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Land Parcel	Entitlement	Liability
Lot 512	10	10
Lot 513	10	10
Lot 514	10	10
Lot 515	10	10
Lot 516	10	10
Lot 517	10	10
Lot 518	10	10
Lot 519	10	10
Lot 520	10	10
Lot 521	10	10
Lot 522	10	10
Lot 523	10	10
Lot 524	10	10
Lot 525	10	10
Lot 526	10	10
Lot 527	10	10
Lot 528	10	10
Lot 529	10	10
Lot 530	10	10
Lot 531	10	10
Lot 532	10	10
Lot 533	10	10
Lot 534	10	10
Lot 535	10	10
Lot 536	10	10
Lot 537	10	10
Lot 538	10	10
Lot 539	10	10
Lot 540	10	10

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 541	10	10
Lot 542	10	10
Lot 543	10	10
Lot 544	10	10
Lot 545	10	10
Lot 546	10	10
Lot 547	10	10
Lot 548	10	10
Lot 549	10	10
Lot 550	10	10
Lot 551	10	10
Lot 552	10	10
Lot 553	10	10
Lot 554	10	10
Lot 555	10	10
Lot 556	10	10
Lot 557	10	10
Lot 558	10	10
Lot 559	10	10
Lot 560	10	10
Lot 561	10	10
Lot 562	10	10
Lot 563	10	10
Lot 564	10	10
Lot 565	10	10
Lot 566	10	10
Lot 567	10	10
Lot 568	10	10
Lot 569	10	10

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Land Parcel	Entitlement	Liability
Lot 570	10	10
Lot 571	10	10
Lot 572	10	10
Lot 573	10	10
Lot 574	10	10
Lot 601	10	10
Lot 602	10	10
Lot 603	10	10
Lot 604	10	10
Lot 605	10	10
Lot 606	10	10
Lot 607	10	10
Lot 608	10	10
Lot 609	10	10
Lot 610	10	10
Lot 611	10	10
Lot 612	10	10
Lot 613	10	10
Lot 614	10	10
Lot 615	10	10
Lot 616	10	10
Lot 617	10	10
Lot 618	10	10
Lot 619	10	10
Lot 620	10	10
Lot 621	10	10
Lot 622	10	10
Lot 623	10	10
Lot 624	10	10

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 625	10	10
Lot 626	10	10
Lot 627	10	10
Lot 628	10	10
Lot 629	10	10
Lot 630	10	10
Lot 631	10	10
Lot 632	10	10
Lot 633	10	10
Lot 634	10	10
Lot 635	10	10
Lot 636	10	10
Lot 637	10	10
Lot 638	10	10
Lot 639	10	10
Lot 640	10	10
Lot 641	10	10
Lot 642	10	10
Lot 643	10	10
Lot 644	10	10
Lot 645	10	10
Lot 646	10	10
Lot 647	10	10
Lot 648	10	10
Lot 649	10	10
Lot 650	10	10
Lot 651	10	10
Lot 652	10	10
Lot 653	10	10

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 654	10	10
Lot 655	10	10
Lot 656	10	10
Lot 657	10	10
Lot 658	10	10
Lot 659	10	10
Lot 660	10	10
Lot 661	10	10
Lot 662	10	10
Lot 663	10	10
Lot 664	10	10
Lot 665	10	10
Lot 666	10	10
Lot 667	10	10
Lot 668	10	10
Lot 669	10	10
Lot 670	10	10
Lot 671	10	10
Lot 672	10	10
Lot 673	10	10
Lot 674	10	10
Lot 675	10	10
Lot 676	10	10
Lot 677	10	10
Lot 678	10	10
Lot 679	10	10
Lot 680	10	10
Lot 681	10	10
Lot 682	10	10

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PLAN NO. PS643122Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 683	10	10
Lot 684	10	10
Lot 701	10	10
Lot 702	10	10
Lot 703	10	10
Lot 704	10	10
Lot 705	10	10
Lot 706	10	10
Lot 707	10	10
Lot 708	10	10
Lot 709	10	10
Lot 710	10	10
Lot 711	10	10
Lot 712	10	10
Lot 713	10	10
Lot 801	10	10
Lot 802	10	10
Lot 803	10	10
Lot 804	10	10
Lot 805	10	10
Lot 806	10	10
Lot 807	10	10
Lot 808	10	10
Lot 809	10	10
Lot 810	10	10
Lot 811	10	10
Lot 812	10	10
Lot 813	10	10
Lot 814	10	10

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 815	10	10
Lot 816	10	10
Lot 817	10	10
Lot 818	10	10
Lot 819	10	10
Lot 820	10	10
Lot 821	10	10
Lot 822	10	10
Lot 823	10	10
Lot 824	10	10
Lot 825	10	10
Lot 826	10	10
Lot 827	10	10
Lot 828	10	10
Lot 829	10	10
Lot 830	10	10
Lot 831	10	10
Lot 832	10	10
Lot 833	10	10
Lot 834	10	10
Lot 835	10	10
Lot 836	10	10
Lot 837	10	10
Lot 838	10	10
Lot 839	10	10
Lot 840	10	10
Lot 841	10	10
Lot 842	10	10
Lot 843	10	10

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 844	10	10
Lot 845	10	10
Lot 846	10	10
Lot 847	10	10
Lot 848	10	10
Lot 849	10	10
Lot 850	10	10
Lot 851	10	10
Lot 852	10	10
Lot 853	10	10
Lot 854	10	10
Lot 855	10	10
Lot 856	10	10
Lot 857	10	10
Lot 858	10	10
Lot 859	10	10
Lot 860	10	10
Lot 861	10	10
Lot 862	10	10
Lot 863	10	10
Lot 864	10	10
Lot 865	10	10
Lot 866	10	10
Lot 867	10	10
Lot 868	10	10
Lot 869	10	10
Lot 870	10	10
Lot 871	10	10
Lot 872	10	10

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 873	10	10
Lot 874	10	10
Lot 875	10	10
Lot 876	10	10
Lot 877	10	10
Lot 878	10	10
Lot 879	10	10
Lot 880	10	10
Lot 881	10	10
Lot 882	10	10
Lot 883	10	10
Lot 884	10	10
Lot 885	10	10
Lot 886	10	10
Lot 887	10	10
Lot 888	10	10
Lot 889	10	10
Lot 890	10	10
Lot 891	10	10
Lot 892	10	10
Lot 893	10	10
Lot 894	10	10
Lot 895	10	10
Lot 896	10	10
Lot 897	10	10
Lot 898	10	10
Lot 899	10	10
Lot 901	10	10
Lot 902	10	10

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 903	10	10
Lot 904	10	10
Lot 905	10	10
Lot 906	10	10
Lot 907	10	10
Lot 908	10	10
Lot 909	10	10
Lot 910	10	10
Lot 911	10	10
Lot 912	10	10
Lot 913	10	10
Lot 914	10	10
Lot 915	10	10
Lot 916	10	10
Lot 917	10	10
Lot 918	10	10
Lot 919	10	10
Lot 920	10	10
Lot 921	10	10
Lot 922	10	10
Lot 923	10	10
Lot 924	10	10
Lot 925	10	10
Lot 926	10	10
Lot 927	10	10
Lot 928	10	10
Lot 929	10	10
Lot 930	10	10
Lot 931	10	10

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1001	10	10
Lot 1002	10	10
Lot 1003	10	10
Lot 1004	10	10
Lot 1005	10	10
Lot 1006	10	10
Lot 1007	10	10
Lot 1008	10	10
Lot 1009	10	10
Lot 1010	10	10
Lot 1011	10	10
Lot 1012	10	10
Lot 1013	10	10
Lot 1014	10	10
Lot 1015	10	10
Lot 1016	10	10
Lot 1017	10	10
Lot 1018	10	10
Lot 1019	10	10
Lot 1020	10	10
Lot 1021	10	10
Lot 1022	10	10
Lot 1023	10	10
Lot 1024	10	10
Lot 1025	10	10
Lot 1026	10	10
Lot 1027	10	10
Lot 1028	10	10
Lot 1029	10	10

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1030	10	10
Lot 1031	10	10
Lot 1032	10	10
Lot 1033	10	10
Lot 1034	10	10
Lot 1035	10	10
Lot 1036	10	10
Lot 1037	10	10
Lot 1038	10	10
Lot 1039	10	10
Lot 1040	10	10
Lot 1041	10	10
Lot 1042	10	10
Lot 1043	10	10
Lot 1044	10	10
Lot 1101	10	10
Lot 1102	10	10
Lot 1103	10	10
Lot 1104	10	10
Lot 1105	10	10
Lot 1106	10	10
Lot 1107	10	10
Lot 1108	10	10
Lot 1109	10	10
Lot 1110	10	10
Lot 1111	10	10
Lot 1112	10	10
Lot 1113	10	10
Lot 1114	10	10

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1115	10	10
Lot 1116	10	10
Lot 1117	10	10
Lot 1118	10	10
Lot 1119	10	10
Lot 1120	10	10
Lot 1121	10	10
Lot 1122	10	10
Lot 1123	10	10
Lot 1124	10	10
Lot 1125	10	10
Lot 1126	10	10
Lot 1127	10	10
Lot 1128	10	10
Lot 1129	10	10
Lot 1130	10	10
Lot 1131	10	10
Lot 1132	10	10
Lot 1133	10	10
Lot 1134	10	10
Lot 1135	10	10
Lot 1136	10	10
Lot 1137	10	10
Lot 1138	10	10
Lot 1139	10	10
Lot 1140	10	10
Lot 1141	10	10
Lot 1142	10	10
Lot 1143	10	10

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1144	10	10
Lot 1145	10	10
Lot 1146	10	10
Lot 1147	10	10
Lot 1201	10	10
Lot 1202	10	10
Lot 1203	10	10
Lot 1204	10	10
Lot 1205	10	10
Lot 1206	10	10
Lot 1207	10	10
Lot 1208	10	10
Lot 1209	10	10
Lot 1210	10	10
Lot 1211	10	10
Lot 1212	10	10
Lot 1213	10	10
Lot 1214	10	10
Lot 1215	10	10
Lot 1216	10	10
Lot 1217	10	10
Lot 1218	10	10
Lot 1219	10	10
Lot 1220	10	10
Lot 1221	10	10
Lot 1222	10	10
Lot 1223	10	10
Lot 1224	10	10
Lot 1225	10	10

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1301	10	10
Lot 1302	10	10
Lot 1303	10	10
Lot 1304	10	10
Lot 1305	10	10
Lot 1306	10	10
Lot 1307	10	10
Lot 1308	10	10
Lot 1309	10	10
Lot 1310	10	10
Lot 1311	10	10
Lot 1312	10	10
Lot 1313	10	10
Lot 1314	10	10
Lot 1315	10	10
Lot 1316	10	10
Lot 1317	10	10
Lot 1318	10	10
Lot 1319	10	10
Lot 1320	10	10
Lot 1321	10	10
Lot 1322	10	10
Lot 1323	10	10
Lot 1324	10	10
Lot 1325	10	10
Lot 1326	10	10
Lot 1327	10	10
Lot 1328	10	10
Lot 1329	10	10

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1330	10	10
Lot 1331	10	10
Lot 1332	10	10
Lot 1333	10	10
Lot 1334	10	10
Lot 1335	10	10
Lot 1336	10	10
Lot 1337	10	10
Lot 1338	10	10
Lot 1339	10	10
Lot 1340	10	10
Lot 1341	10	10
Lot 1342	10	10
Lot 1343	10	10
Lot 1344	10	10
Lot 1345	10	10
Lot 1346	10	10
Lot 1347	10	10
Lot 1348	10	10
Lot 1349	10	10
Lot 1350	10	10
Lot 1351	10	10
Lot 1352	10	10
Lot 1353	10	10
Lot 1354	10	10
Lot 1355	10	10
Lot 1401	10	10
Lot 1402	10	10
Lot 1501	11	10

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OWNERS CORPORATION 1
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1502	10	10
Lot 1503	11	10
Lot 1504	11	10
Lot 1505	10	10
Lot 1506	10	10
Lot 1507	10	10
Lot 1508	11	10
Lot 1509	10	10
Lot 1510	10	10
Lot 1511	11	10
Lot 1512	11	10
Lot 1513	11	10
Lot 1514	11	10
Lot 1515	10	10
Lot 1516	11	10
Lot 8100	10	10
Lot 8101	10	10
Lot S17	960	960
Lot S20	880	880
Total	**8989.00**	**8980.00**

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.

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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS643122Y

The land in PS643122Y is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 531 - 574.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
SUITE 201 126 WELLINGTON PARADE EAST MELBOURNE VIC 8002

PS643122Y/S21 18/01/2023

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. OC030524U 19/05/2016

Additional Owners Corporation Information:
OC030523W 19/05/2016

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 531	15	15
Lot 532	10	10
Lot 533	10	10
Lot 534	10	10
Lot 535	15	15
Lot 536	15	15

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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 537	10	10
Lot 538	10	10
Lot 539	10	10
Lot 540	10	10
Lot 541	15	15
Lot 542	15	15
Lot 543	15	15
Lot 544	10	10
Lot 545	10	10
Lot 546	10	10
Lot 547	15	15
Lot 548	15	15
Lot 549	10	10
Lot 550	10	10
Lot 551	10	10
Lot 552	15	15
Lot 553	15	15
Lot 554	15	15
Lot 555	10	10
Lot 556	10	10
Lot 557	10	10
Lot 558	15	15
Lot 559	15	15
Lot 560	10	10
Lot 561	10	10
Lot 562	15	15
Lot 563	15	15
Lot 564	10	10
Lot 565	10	10

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 566	10	10
Lot 567	15	15
Lot 568	15	15
Lot 569	15	15
Lot 570	10	10
Lot 571	10	10
Lot 572	10	10
Lot 573	15	15
Lot 574	15	15
Total	**540.00**	**540.00**

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.

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OWNERS CORPORATION 3
PLAN NO. PS643122Y

The land in PS643122Y is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 3, Lots 1301 - 1355.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
LEVEL 1 178 CITY ROAD SOUTHBANK VIC 3006

PS643122Y/S21 18/01/2023

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. OC037570Y 06/12/2017

Additional Owners Corporation Information:
OC037569H 06/12/2017

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 1301	15	15
Lot 1302	15	15
Lot 1303	15	15
Lot 1304	15	15
Lot 1305	15	15
Lot 1306	15	15

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1307	15	15
Lot 1308	15	15
Lot 1309	15	15
Lot 1310	15	15
Lot 1311	15	15
Lot 1312	15	15
Lot 1313	15	15
Lot 1314	10	10
Lot 1315	10	10
Lot 1316	10	10
Lot 1317	10	10
Lot 1318	10	10
Lot 1319	10	10
Lot 1320	10	10
Lot 1321	10	10
Lot 1322	10	10
Lot 1323	10	10
Lot 1324	10	10
Lot 1325	10	10
Lot 1326	10	10
Lot 1327	10	10
Lot 1328	10	10
Lot 1329	10	10
Lot 1330	10	10
Lot 1331	10	10
Lot 1332	10	10
Lot 1333	10	10
Lot 1334	10	10
Lot 1335	10	10

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1336	10	10
Lot 1337	15	15
Lot 1338	15	15
Lot 1339	15	15
Lot 1340	15	15
Lot 1341	15	15
Lot 1342	15	15
Lot 1343	15	15
Lot 1344	15	15
Lot 1345	15	15
Lot 1346	15	15
Lot 1347	10	10
Lot 1348	10	10
Lot 1349	10	10
Lot 1350	10	10
Lot 1351	10	10
Lot 1352	10	10
Lot 1353	10	10
Lot 1354	10	10
Lot 1355	10	10
Total	**665.00**	**665.00**

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.

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OWNERS CORPORATION 4
PLAN NO. PS643122Y

The land in PS643122Y is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 4, Lots 1401, 1402.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
OC PS643122Y/S20 HACKETTS ROAD POINT COOK VIC 3030

PS643122Y/S21 18/01/2023

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC041964C 12/12/2018

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 1401	10	10
Lot 1402	10	10
Total	**20.00**	**20.00**

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.

Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 4
PLAN NO. PS643122Y

Statement End.

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OWNERS CORPORATION 5
PLAN NO. PS643122Y

The land in PS643122Y is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 5, Lots 1501 - 1516.

Limitations on Owners Corporation:
Limited

Postal Address for Services of Notices:
ENGINE PROPERTY GROUP LEVEL 2 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

OC057784Q 18/01/2023

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC057784Q 18/01/2023

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot 1501	11	10
Lot 1502	10	10
Lot 1503	11	10
Lot 1504	11	10
Lot 1505	10	10
Lot 1506	10	10

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OWNERS CORPORATION 5
PLAN NO. PS643122Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1507	10	10
Lot 1508	11	10
Lot 1509	10	10
Lot 1510	10	10
Lot 1511	11	10
Lot 1512	11	10
Lot 1513	11	10
Lot 1514	11	10
Lot 1515	10	10
Lot 1516	11	10
Total	**169.00**	**160.00**

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

955111

APPLICANT'S NAME & ADDRESS

CHRIS TANG C/- LANDATA

MELBOURNE

VENDOR

WULANSARI, INDAH

PURCHASER

PURCHASER, PURCHASER

REFERENCE

1365-23

This certificate is issued for:

LOT 917 PLAN PS643122 ALSO KNOWN AS 4 FAIRWATER DRIVE POINT COOK
WYNDHAM CITY

The land is covered by the:
WYNDHAM PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 12

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/wyndham)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

17 August 2023

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 1300 023 411
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au
DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 1365-23

Our Ref: w2023C36409

17 August 2023

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 4 Fairwater Drive POINT COOK VIC 3030

A search of Building Services records for the preceding 10 years has revealed the following building history.

Permit No	Building Type	Permit Date	Occupancy/Final No.	Occupancy/Final Date
20160503/0	Dwelling and Garage	01/09/2016	20160503/0	31/05/2017

Determinations made under Regulation 64(1) or exemptions granted under regulation 231(2)
Council has no records of any determinations or exemptions granted. Check current Building or Occupancy Permits for these details.

Outstanding orders or notices
Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries
The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

Personal safety
In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

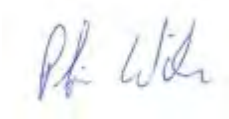
Failure to comply with either of these requirements may result in significant fines and Court prosecution.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email mail@wyndham.vic.gov.au.

Yours faithfully,



PHILIP WILSON
CO ORDINATOR BUILDING SERVICES

BL

Greater Western Water

My account number is

1253 2054 2118

Invoice No.	T637955787
Service Address	4 Fairwater Drive Point Cook Lot 917 Plan 643122
Issue Date	20 Jul 2023
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au

I WULANSARI
C/O XYNERGY REALTY ALTONA
114-116 QUEEN STREET
ALTONA VIC 3018

AMOUNT DUE

$233.39

PLEASE PAY BY

10 AUG 2023

Account summary

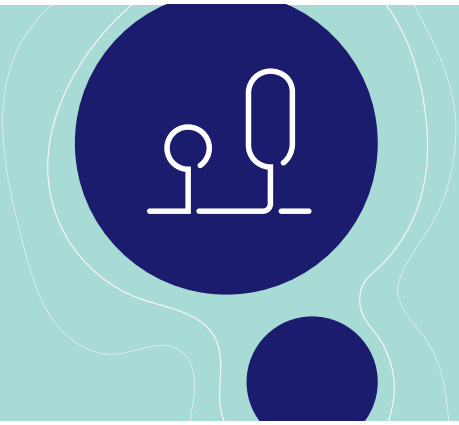
PREVIOUS BILL	$138.67
RECEIVED	$138.67
BALANCE FORWARD	$0.00
NETWORK CHARGES	$118.99
OTHER CHARGES	$114.40
PLEASE PAY	$233.39

20/07/23-11:01:38-CCSEML_230719211217A.PRO
F-D-002270-0001/0002-1-000000-R-A001688549

Annual Parks Charge

Each year from 1 July we collect the Parks Charge on behalf of the Department of Energy, Environment and Climate Action.

These funds help Parks Victoria support the management and maintenance of Melbourne's iconic parks, trails, zoos, and waterways. Visit **parks.vic.gov.au** to learn more.



BL

Details of charges - Residential

Previous Bill

Previous Bill	$138.67

Payments Received

12/05/2023	-$138.67

BALANCE FORWARD $0.00

Network Charges	Charge Period	Charge $
Water Network Charge	(01/07/2023 to 30/09/2023)	$51.60
Sewerage Network Charge	(01/07/2023 to 30/09/2023)	$67.39

TOTAL NETWORK CHARGES $118.99

Other Charges		Net annual value (NAV)^	Rate in NAV $	Minimum	Charge $
Waterways & Drainage Charge	(01/07/2023 to 30/09/2023)				$29.54
Annual Parks Charge^	(01/07/2023 to 30/06/2024)	$6,160	0.004970	$84.86	$84.86

^The NAV is based on 1990 dollar equivalents

TOTAL OTHER AUTHORITIES' CHARGES $114.40

FINAL TOTAL, PLEASE PAY THIS AMOUNT $233.39

Visit **gww.com.au** or call 13 44 99 for more details about these charges.

The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at **gww.com.au**

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.
Learn more at **melbournewater.com.au/wwdc**

Annual parks charge

Our Annual Parks Charge helps Parks Victoria support Melbourne's major parks, gardens, trails and zoos. We collect this charge on behalf of the Department of Energy, Environment and Climate Action. Learn more at **parks.vic.gov.au**

Our prices 2023-24

From 1 July 2023, our prices will change in line with adjustments approved by the Essential Services Commission - the independent regulator of Victoria's water industry. To learn more about our price changes, visit **gww.com.au**

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Service Address: 4 Fairwater Drive Point Cook

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1253 2054 2118

Direct Debit:
Visit **gww.com.au** or call 13 44 99

Mail cheque: Post this slip with your cheque payable to:
Greater Western Water, GPO Box 1152, Melbourne Vic 3001

Credit Card:
Visit **gww.com.au** or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance
If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit **gww.com.au** to view our support options.

AMOUNT DUE
$233.39
PLEASE PAY BY
10 AUG 2023

BPAY Biller Code: 8789
Ref: 1253 2054 2118

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at **bpay.com.au**

POST billpay Billpay Code: 0362
Ref: 1253 2054 2118

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit **postbillpay.com.au**

*362 125320542118

+00125320542118> +009201+ <0637955787> <0000023339> +444+

Owners Corporation Certificate

s.151(4)(a) Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No: **643122Y-1**

Address: **Saratoga, Hacketts Road, POINT COOK VIC 3030**

This certificate is issued for: Lot **917** on Plan of Subdivision No **643122Y-1**

Postal address is: **4 Fairwater Drive, POINT COOK VIC 3030**

Applicant for the certificate is: **C.Tang and Associate**

Address for delivery of certificate: **info@ctang.com.au**

Date that the application was received: **10th August 2023**

IMPORTANT:
The information in this certificate is issued on **21 August 2023**. You should obtain a new certificate for current information prior to settlement.

(a) The current fees for the lot for the financial year 01 Jul 2023 to 30 Jun 2024 are paid quarterly and set out below. The annual contribution fee is subject to change depending on the budget set for the year.

Administrative Fund
The current fees for the lot are **$1,248.80*** per annum.

Due Date	Amount	Period
01 Jul 2023	$312.20	01 Jul 2023 to 30 Sep 2023
01 Oct 2023	$312.20*	01 Oct 2023 to 31 Dec 2023
01 Jan 2024	$312.20*	01 Jan 2024 to 30 Mar 2024
01 Apr 2024	$312.20*	01 Apr 2024 to 30 Jun 2024
TOTAL	**$1,248.80***	

***Please note that the budget for the financial year 01 July 2023 to 30 June 2024 has not been ratified. The fees due 01 Jul 2023 have been struck, with future fees to be set in accordance with the new budget. The figures given here are indicative figures only.**

(b) The date to which the fees for the lot have been paid up to is: **30 September 2023**

The total of any unpaid fees or charges for the lot is: **Total Amount Owing: (c) + (d) = $110.00**

Outstanding amounts are payable by BPAY:
Biller Code: 96503
Reference Number: 293978326 90000211732

(c) *Administrative Fund*

Amount owing	$0.00
Interest owing	$0.00
Total amount owing	$0.00

Maintenance Fund

Amount owing	$0.00
Interest owing	$0.00
Total amount owing	$0.00

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date	Details	Due	Paid	Owing
1/01/2023	Lot 917: LOD Breach Maintenance of Lot & Nature Strip	$110.00	$0.00	$110.00
			Total	$110.00

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
None scheduled at this date

(f) Are there any rules or regulations owners, occupiers or the public are required to adhere to? **Yes, refer to attached Owners Corporation Rules. Owners, occupiers and public are required to comply with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporations Regulations 2018 and any Rules of Use and Design Guidelines positioned. Non-compliance to Rules and Regulations may incur additional fees.**

(g) Are there any current non-compliance to the rules or regulations affecting this lot? If so, please provide details: **Yes, as per the Owners Corporation Rule 10.1.3 & Design Guidelines 2.0. Each member must for each, and every Lot owned by the member, maintain their Lot and nature strip by cutting grass and keeping that lot and the nature strip in a safe and tidy condition to the satisfaction of the Design Panel. Purchaser shall not allow any rubbish including site excavations and building materials to accumulate on a lot (unless the rubbish is neatly stored in a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the lots.**

(h) The Owners Corporation has the following insurance cover:

Policy No. HU0006083751 CHU Underwriting Agencies

Type: Strata Broker: Honan Insurance Brokers
IBM Tower, 60 City Road, Melbourne VIC 3001

Premium: $1,723.57 Paid on: 01/06/2023 Policy start date: 01/06/2023 Next due: 01/06/2024

Cover	*Sum insured*	*Excess*	*Notes*
Liability To Others	$20,000,000.00	$0.00	
Community Property	$207,807.00	$1,000.00	
Voluntary Workers	$200,000.00	$0.00	Total Disablement: $2,000 Per Week
Fidelity Guarantee	$100,000.00	$0.00	
Office Bearers Liability	$1,000,000.00	$0.00	
Govt. Audit & Legal Expenses	$25,000.00	$0.00	
Appeal Expenses	$100,000.00	$0.00	
Legal Defences	$50,000.00	$1,000.00	
Loss Of Rent / Temp Accom	$31,171.00	$1,000.00	
Common Area Contents	$2,078.00	$1,000.00	

(i) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? ***Yes. Please refer to attached Certificate of Currency. Please note only common property is covered under the Owners Corporation Insurance Policy for Owners Corporation 1. The Owner must ensure that any improvements, including the Residence, constructed on the Lot are insured for full replacement value.***

Disclaimer: Lots that are townhouses affected by OC 2, OC 3 & OC 5 must refer to their Owners Corporation Certificate respective to their limited Owners Corporation.

(j) The total funds held by the Owners Corporation are set out in the Financial Statement of Position attached to this Certificate. **Please be advised this report at the time issued to the applicant may reflect unbalanced figures subject to future account roll overs. Please contact our office should you have any further enquiries.**

(k) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **Nil**

(l) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: **Contract of Appointment Engine Estates Management Pty Ltd.**

(m) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **Contract of Appointment Engine Estates Management Pty Ltd. Saratoga Club Recreational Centre License Agreement.**

(n) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details: **None as at this date**

(o) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details: **The manager is not aware of any legal proceedings at this date except to recover the debt of a lot should significant arrears arise.**

(p) Has the Owners Corporation appointed, or resolved to appoint, a manager? If so, then provide details:
The manager is: **Engine Estates Management Pty Ltd**
Suite 201, 126 Wellington Parade
EAST MELBOURNE VIC 3002
Telephone: 03 9235 9900

(q) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **Nil**

(r) Documents required to be attached to the Owners Corporation certificate are:
- A copy of the minutes of the last annual general meeting of the Owners Corporation
- A copy of the consolidated rules registered at Land Victoria
- Design Guidelines
- A copy of Schedule 3 of the Owners Corporation's Regulations 2018 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

IMPORTANT: This certificate is issued on the following basis:
1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.
2. Information provided within this Owners Corporation certificate is valid for a period of 60 days. Applicants who have purchased the OC Certificate may obtain an update free of charge within 60 days from the date of issue by written request to orders@enginepropertygroup.com.au. Third parties who have made an application for certificates via another organisation are not eligible to request updated OC Certificate/s and must liaise with the organisation they have lodged their application with. A new application will need to be submitted after the 60 day period has lapsed.
3. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
4. The information is subject to change without notice.
5. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
6. Additional fees are applicable for all documentation supplied in hard copy.

Requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:
Engine Property Group Pty Ltd
PO Box 589
East Melbourne VIC 8002

Requests for Certificate/s must be accompanied by a cheque payable to: **Engine Property Group Pty Ltd**

Schedule of rates is available on application to: reception@enginepropertygroup.com.au

Phone: **03 9235 9900**

Date of Issue: **21 August 2023**

This Owners Corporation certificate was prepared by:

V Kumar

Vinish Kumar
Manager
As the Delegate of the Owners Corporation



MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN NO: 643122Y-1
Saratoga, Hacketts Road, POINT COOK VIC 3030

An Annual General Meeting of the Owners Corporations was held:

Date: Tuesday, 08 March 2022
Time: 06:00 PM
Via: Zoom

1 QUORUM

Owner Name	Lot Number
Wasif Bhatti	710
Vijaykumar Patel	122
Shilpa Sankpal	126
Steve De Marchi and Leanne Cassar	572
Nilanka Atapattu	125
Naveen Singh and Sangeeta Singh	1101
David Kenning	711
Prashant Sawant	454
Bilvashree and Sagar Kashyap	212
Pranjali Aparajit	102
Badri Kannan and Gowthamy Perumal	142
Li (Rebecca) Zhang	1214
Navneet Singh	490
Sweta Shah	451
Sridhar Panuganti and Srilatha Vujjhini	641
Nitin Nandagopan and Meenakshi Sabatinathan	809
Saloni and Nitin Batra	509
Scott Plover and Craig Mumme	568
Haiping Wang and Ying Qian	1110
Tzherhan (John) Phoon and Thao Tran	921
Fadi Masarweh	862
Julius & Arlene Patawaran	465
Sangeetha Venkatesh and Jayavarthanan Palaniswamy	522
Shakur and Arifa Tisekar	127
Samir U Ahmed and Farzana B Haque	854
Aleksandar Cvetkovic	817
Manish Jhangiani	863

Michelle Xerxen	574
Stephanie Hooper	150
Katherine Unthank	241
Matthew Forsyth	1108
Tanja van den Berg and Franco Vermeulen	248
Chieh Hsiang (Darren) Teo	525
Jeremy Lang Hang Yee	408
Anand Agarwal	124
Ketan Bembi	619
Kunjal Shah	451
Sagar R Aparajit & Pranjali Aparajit	102

Apologies

Ian and Jodie Field	1349
Qing Ling	919
Ajay M Bhatt & Madhumitha Kamalakkannan	469

Proxies

Anand Agarwal on behalf of Anand Agarwal and Ritu Agarwal	124
Shakur Tisekar on behalf of Musannif Tisekar	128
Anand Agarwal on behalf of Arvinder Singh	802
Shakur Tisekar on behalf of Chee Loo & Sheau Tan	840
Craig Mumme & Scott Plover on behalf of	
Essjay & Mumme Property Nominees Pty Ltd	568
Nilanka Atapattu on behalf of Nishad Mendis	516
Pramod Sankpal and Shilpa Sankpal on behalf of SPS Enterprise Pty Ltd	126
Nilanka Atapattu on behalf of Khattiya Pengnaren	138
Nilanka Atapattu on behalf of Suresh Kumar	845
Vijaykumar Patel on behalf of Vishal and Kameel Shah	1001

Non Members in Attendance
Lisa Swinney, Engine Property Group Pty Ltd
Emma Johnson, Engine Estates Management Pty Ltd
Nistha Nautiyal, Engine Estates Management Pty Ltd.

As there were insufficient members to conclude a quorum, resolutions are deemed interim resolutions for a period of 28 days. Not all members in attendance were financial and entitled to vote.

Note to minutes: Votes tallied are from Election Buddy voting held during the meeting on 8 March, and inclusive of two written voting papers received after the AGM, as resolved is permitted.

2 CHAIRPERSON & MINUTES OF MEETING

It was resolved Lisa Swinney, Engine Property Group, chairs this meeting.

It was resolved Engine staff take minutes of this meeting for distribution to all lot owners.

3 CONFIRMATION OF MINUTES OF PREVIOUS ANNUAL GENERAL MEETING

Members accept the Annual General Meeting held Wednesday 16th December 2020, as a true and correct account of the meeting and confirm the minutes are adopted to the register of the Owners Corporation.

Yes I approve the Minutes	11
No I reject the Minutes	4
Abstain	4

Note to minutes: A formal complaint pertaining to the Annual General Meeting Minutes, held 16 December 2020, has been received from lot 568, to be addressed. The complaint notes discrepancies to the minutes, that were approved for issue by the Owners Corporation Committee. This was raised during the meeting and is noted.

4 OWNERS CORPORATION MANAGERS REPORT

Members resolved to accept and adopt the Owners Corporation Manager's report to the owners corporation records.

Yes I approve the Managers Report	10
No I reject the Managers Report	4
Abstain	6

Note to minutes: The amount of interest waivered for period 1 July 2020 - 30 June 2021 was $16.14.

5 FINANCIAL STATEMENTS

It is resolved the Statement of Financial Performance for the period ending 30 June 2021 is received and adopted to the Owners Corporation register and as resolved by the Owners Corporation Committee.

6 FINANCIAL AUDIT

It is resolved the Owners Corporation engages independent auditor Grant Thornton Pty Ltd at the prescribed fee $2,700 plus GST to audit the financial statements for the financial period 1 July 2021 - 30 June 2022.

Yes I approve the Financial Audit be undertaken	16
No I reject the Financial Audit occurring	1
Abstain	3

7 ADMINISTRATION FUND

a) Members resolve to receive and adopt the Administration Fund Budget for the year ending 30/06/2022 as approved by the committee at $788,740.00 plus GST.

b) Members resolve the fees are set in accordance with the Owners Corporations Act 2006, and fees paid in advance in quarterly instalments, due by 1 July, 1 October, 1 January, 1 April 2022.

c) Members resolve in the event that the time between annual general meetings exceeds twelve months the current annual fees continue to be charged at the current amount per lot into the next financial year until such time as that next financial year's budget is adopted.

Yes I received and agree to the adoption of the Administration Fund budget and levying	14
No I reject the budgeting and quarterly levying	3
Abstain	3

Note to minutes: Levies were adjusted in accordance with Saratoga Club closures due to COVID-19 and Government imposed restrictions, with Committee approval each quarter.

8 INSURANCE

The Owners Corporation note the following Insurance policy is in place and as resolved.

Policy No.CAH0005479
CHU Underwriting Agencies
Type : Strata
Broker : Honan Insurance Brokers

Premium : $1,780.09 Next due : 1/06/2022

Cover	Sum Insured	Excess
Liability Of Others	$20,000,000.00	$300.00
Community Property	$201,754.00	$300.00
Voluntary Workers	$200,000.00	$300.00
Fidelity Guarantee	$100,000.00	$300.00
Office Bearer Liability	$1,000,000.00	$300.00
Govt. Audit & Legal Expenses	$25,000.00	$300.00
Appeal Expenses	$100,000.00	$300.00
Legal Defences	$50,000.00	$300.00
Community Property-Community Income	$30,263.00	$300.00
Common Area Contents	$2,017.00	$300.00

a) Members resolve the Owners Corporation accepts the financial services provided by the Manager as disclosed in the FSRA notice attached to the notice of meeting.

b) Members resolve that the Manager is authorised to raise a levy to fund the insurance premium if there are insufficient funds to meet the insurance premium expenditure so as to ensure that the Owners Corporation have insurance cover that meets the requirements of the Owners Corporation Act 2006.

Yes I approve the insurance premium motions	16
No I reject the insurance premium motions	2
Abstain	1

Note: Application of Excess:
Ownership of causation of damages or loss is responsible to pay the excess.
Private Property Loss: The Owner is responsible for payment of the Insurance Excess.
Common Property Loss: The Owners Corporation are responsible for payment of the Insurance Excess.

9 COMMITTEE

The following three options were put to the meeting for resolve:

- That the committee of 6 members is elected at the AGM from those 6 members who have provided their nominations prior to the meeting, as requested;

Vijaykumar Karsanbhai Patel, lot 122
Nilanka Atapattu, lot 125
Shakur Tisekar, lot 127
Jeremy Lang Hang Yee, lot 408
Navneet Singh, lot 490
Chieh Hsiang Teo, lot 525

- That a voting paper is issued to members present in person, or by proxy, to elect a committee of seven (07) members from those that nominated prior to, and at the AGM;

Vijaykumar Karsanbhai Patel, lot 122
Anand Agarwal, lot 124
Nilanka Atapattu, lot 125
Shilpa Sankpal, lot 126
Shakur Tisekar, lot 127
Bilva Shree, lot 212
Kate Unthanks, lot 241
Franco Vermeulen, lot 248
Jeremy Lang Hang Yee, lot 408
Arlene Patawaran, lot 465
Navneet Singh, lot 490
Chieh Hsiang Teo, lot 525
Michelle Xerxen, lot 574
Leanne Maree Cassar, lot 572
Wasif S Bhatti, lot 710

COMMITTEE - continued

- That a ballot is issued to all lot owners to elect a committee of 7 members from those that nominated prior to, and at the AGM;

Vijaykumar Karsanbhai Patel, lot 122
Anand Agarwal, lot 124
Nilanka Atapattu, lot 125
Shilpa Sankpal, lot 126
Shakur Tisekar, lot 127
Bilva Shree, lot 212
Kate Unthanks, lot 241
Franco Vermeulen, lot 248
Jeremy Lang Hang Yee, lot 408
Arlene Patawaran, lot 465
Navneet Singh, lot 490
Chieh Hsiang Teo, lot 525
Leanne Maree Cassar, lot 572
Michelle Xerxen, lot 574
Wasif S Bhatti, lot 710.

It was resolved the matter of election and subsequent appointment was deferred to a written vote via ballot by the community of Saratoga estate Plan 643122Y, option three (03).

Note to minutes: It was asked during the AGM that all those wishing to nominate to the committee provide their nomination form to Engine by 9 March 2022, the following day of the AGM. The following forms have been received:
Nilanka Atapattu lot 125, Navneet Singh lot 490, Shakur Tisekar lot 127, Chieh H Teo (Darren) lot 525, Vijaykumar Patel lot 122, Jeremy Lang lot 408, Anand Agarwal lot 124, Shilpa Sankpal lot 126, Kate Unthank lot 241, Franco Vermeulen lot 248, Arlene Patawaran lot 465, Michelle Xerxen lot 574.

The list of candidates in the postal/email ballot includes those who raised their hand to nominate during the AGM and resolved as accepted.

a) In accordance with section 11 (a) of the Owners Corporations Act 2006, the Owners Corporation delegates all powers and functions that are capable of being delegated to the Owners Corporation Committee to make decisions on behalf of the Owners Corporation save for the powers and functions that require a unanimous or special resolution of the Owners Corporation.

b) The members of the Owners Corporation Committee form the Grievance Committee, with at least three members to be available as the need arises to resolve any disputes which may arise in accordance with the Rules to the Owners Corporations Regulations 2018 and Division 10 of the Owners Corporations Act 2006 and breach of registered Design Guidelines as set by the property developer.

Note: The Committee, once appointed, shall at its first Committee Meeting appoint a Chairperson and Secretary of the Owners Corporation. Powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated under section 11.

10 DELEGATION

Members resolve the Owners Corporation may recover, as a debt due from the person/s in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the owners corporation) arising out of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation.

Yes I approve this motion	14
No I reject this motion	3
Abstain	2

11 DEBT RECOVERY

It is resolved the Committee arrange for the issue of legal proceedings at VCAT or Magistrates Court against the owners of lot(s) with arrears and for all collection costs to be levied to those lots.

Yes I approve this motion	15
No I reject this motion	2
Abstain	2

12 PENALTY INTEREST

Members resolve to charge interest at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983, on the money owed by a Member to the Owners Corporation one month after the due date for fees and charges set under Section 23 & 24 of the Owners Corporations Act 2006 and on any other amount payables by a lot owner to the Owners Corporation such interest to apply from the due date unless the Committee in any particular case elect to waive the payment of interest.

Yes I approve to impose penalty interest	12
No I reject this motion	2
Abstain	5

*The current interest rate is 10% per annum and is subject to change.

13 GENERAL BUSINESS

The following three motions were put forward by member Anand Agarwal;

Recreational Facilities Agreement

Members resolve that a dispute resolution procedure be followed as per clause 10 of the Recreational Facilities Agreement by referring the dispute to an Arbitrator appointed by the president of The Institute Of Arbitrators Australia and the costs of referring the dispute; cost of Arbitrator and cost of enquiries be shared equally amongst Saratoga Club Properties Pty Ltd and Saratoga Owners Corporation as per clause 10.7 (b); since multiple email attempts by Saratoga O.C.C to resolve the perceived unfair contract terms dispute amicably were not responded.

Yes I approve this motion	10
No I reject this motion	7
Abstain	2

Nature Strip Maintenance

Members resolve not to proceed with external gardening services engaged by the Owners Corporation to maintain the nature strips for $8-10 AUD monthly, per standalone home lot, so that nature strips would no longer be required to be inspected by Owners Corporation Management, and to keep Saratoga estate tidy.

Yes I approve this motion	6
No I reject this motion	14
Abstain	0

GENERAL BUSINESS - continued

Owners Corporation Management
The current Owners Corporation estate management contract with Engine OwnersCorp Management Pty Ltd expires 30 October 2022.

To resolve to hold a special general meeting for the appointment of Owners Corporation management company and contract with Owners Corporation management company to be approved in general meeting by lot owners.

Motion amended to:
"To resolve to hold a special general meeting for the appointment of Owners Corporation management company and contract with Owners Corporation management company to be approved in general meeting by lot owners with at least three (03) tenders for management tabled at the meeting."

Members resolved to hold a special general meeting for the appointment of Owners Corporation management company and contract with Owners Corporation management company to be approved in general meeting by lot owners with at least three (03) tenders for management tabled at the meeting."

Yes I approve this motion to hold a SGM with three tenders	17
No I reject this motion	1
Abstain	2

With no further business the meeting concluded circa 8.30 pm.
Engine Estates Management Pty Ltd

Committee Report:

Highlights of OCC Achievements / efforts:

- Facebook was created to understand lot owners' concerns and feedback. Darren was nominated to liaise with lot owners. He did a very good job.
- To improve Engine's performance and accountability, the Service Level Agreement was drafted by Chairman and is signed by Engine and O.C.C. Engine has breached SLA 2 times on record & on several occasions, the service was not up to the mark because of O.C Managers' high turnover rate.
- A survey was conducted amongst lot owners to understand their three top priority concerns about Recreational Facility Agreement clauses.
- A meeting between the owners of Saratoga club and OCC was held to resolve the ongoing issue because of perceived unfair clauses in the Recreational Facility Agreement. The OCC made a few more attempts to resolve this issue.
- Family get-together was planned, and everything was arranged, however, the event had to be cancelled at the last minute due to covid restrictions.
- Whenever required, the OCC sent leaflets to lot owners about various matters.

Finance subcommittee report:

This subcommittee was led by Anand Agrawal. The other two committee members who assisted him are Vijay Patel and Purvi Patel

- Preparing an annual budget requires a lot of effort. The Finance subcommittee has done an excellent job with the preparation of the annual budget.
- Made sure that the levy is reduced because of Saratoga Club closure due to Covid 19 is calculated correctly and passed on this benefit to the lot owners.

Grievance subcommittee:

This subcommittee was led by Shakur Tisekar.

The other committee members; Daren Teo and Chee Loo

Complaint received against O.C. Manager by Lot Owner

The Saratoga OC received a complaint from one lot owner. The main issues in the complaint were related to the poor performance of the Engine, inaccurate AGM minutes, invalid proxy forms, etc. The Saratoga OCC held a Grievance Meeting on 17 February 2021.

The complaint is not resolved yet, because the complainant did not receive all the records from the Engine that he was asking for. The OCC, therefore, asked the Engine to explain the reasons for not providing information/records to the complainant. The response from Engine is,

"Engine has made multiple attempts to get the list of records required by the complainant but there was no response, Finally, the list was received just last week which is 23rd February 2022. The engine is prioritizing it now. The Lot owner needs to allow time to collate all the information, as the Engine is short-staffed. The data is so large that Engine cannot attach it to an email."

Second Complaint received against a specific O.C. Manager.

The complainant claimed the discrimination of Engine Property Group while issuing breach notices as there is no consistency. The complainant perceived this as harassment from a specific OC Manager based on past unpleasant experiences with the said OC manager.

Two Grievance Meetings were scheduled. The complainant did not attend any grievance meetings. The engine has personally reached out to the complainant & the matter is closed now.

Dispute with Saratoga Club owner about the perceived unfair terms in Recreational facilities Agreement.

Year: July 2020- June 2021.

The Saratoga club owner expressed his desire to have a meeting with OCC to understand OCC's concerns. Accordingly, an Online meeting was held between OCC and Saratoga Club owner on 30th March 2021. The OCC conveyed their concerns about unfair clauses in RFA. The OCC was advised to send three shortlisted concerns about RFA in witting. Accordingly, OCC conducted a survey to get the lot owner's input.

- The three shortlisted concerns selected by most lot owners were conveyed in writing by email on 10th April 2021.
- The OCC sent a second email on 3rd June 2021 as a second attempt to resolve the ongoing issue regarding RFA.
- The OCC sent a third email on 5th September 2021 as a third attempt to resolve the ongoing issue regarding RFA.

As per the latest amendment in OC Act 2006, the contract must not include a term for the automatic renewal of the contract. Therefore, OCC believes that we need to proceed to the next step in the dispute resolution as per the Recreational Facility Agreement as three attempts to resolve the dispute were not responded.

As per clause 10 of the Recreational Facilities Agreement, the OC may refer the dispute to an Arbitrator appointed by the president of The Institute of Arbitrators Australia and the costs of referring the dispute; cost of Arbitrator and cost of inquiries be shared equally amongst Saratoga Club Properties Pty Ltd and Saratoga Owners Corporation as per clause 10.7 (b);

This is to resolve ongoing concerns about perceived unfair contract terms. That is why the resolution to vote is put up in AGM.

Design Guidelines & Rules Breach (DGRB) subcommittee report: Shilpa, Darren & Chee members.

- DGRB is a set up by the developer as to how the houses should look & lots maintained.
- 'Engine' sends inspectors in the estate to see if a lot breaches these guidelines &/or rules.
- They reinspect & if breach is not rectified with a set process; the lot owners are fined.
- Breach fees are collected & pocketed by Engine. Last year Engine collected >10,000$ from the lot owners.
- Since 2016, I along with 5 committees consisting of >20 different committee members have expressed concerns on how these inspections are carried out by Engine.

Following unsatisfactory performance has been noticed -

- There is no uniformity in the inspections-1 lot is breached say for 'clothesline is visible from the road', but the other lot is not.
- Only follow up of a lot or streets in breach is done to check if it's rectified if not to be fined.
- On certain streets no breaches are ever seen, so are all the streets in the estate walked & inspected.

To prove otherwise Engine has time & again failed to provide with the requested information-

- Logs of the inspections on streets in the estate,
- Monthly breach reports, update on pending VCAT stage reached breaches.
- Breach fees charged separate report (Engine increased fees $30 to $100, OCC directed to be $60, same as council).

Shakur Tisekar

Chairman on behalf of OCC

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006083751
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/06/2023 to 01/06/2024 at 4:00pm
Plan Number	643122Y
The Insured	OWNERS CORPORATION PLAN NO. PS - 643122Y (OC 1)
Situation	26 TOTEM WAY POINT COOK VIC 3030
Additional description	HACKETTS ROAD POINT COOK

Policies Selected

Policy 1 – Insured Property
Building: $207,807
Common Area Contents: $2,078
Loss of Rent & Temporary Accommodation (total payable): $31,171

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $100,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $1,000,000

Policy 7 – Machinery Breakdown
Not Selected

Policy 8 – Catastrophe Insurance
Not Selected

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Not Selected

Flood Cover is included.

Common Area Cover

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

Indemnity under Policy 1 – Insured Property, is provided for Common Areas only, up to the sum insured shown on the schedule.

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

Date Printed 15/05/2023

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 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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Owners Corporation Notification of Making Rules

Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

OC015963C
08/10/2012 $55.10 OCR

Lodged by

Name:	Maddocks
Phone:	9288 0676
Address:	140 William Street Melbourne
Reference:	NFH:JPF:5763655
Customer Code:	1167E

Applicant: *(full name and address including postcode)*

CA & CA Ballan Pty Ltd ACN 006 578 972 of 620 Duncans Road Werribee South Vic 3030

Plan No.: PS 643122Y Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 8 · 10 · 2012

Signature of Applicant
Australian Legal Practitioner under the
Legal Profession Act 2004 for Applicant

NICHOLAS FRANÇOIS HOLUIGUE
140 William St Melbourne 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Act 2004.

OC5

THE BACK OF THIS FORM MUST NOT BE USED

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date / /

Owners Corporation Rules

Saratoga, Point Cook

Owners Corporation No. 1 on PS643122Y

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Interstate office
Sydney

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Consolidated Owners Corporation Rules

The *Owners Corporations Regulations* 2007 detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations.

1. Definitions

In these rules:

Act means the *Owners Corporations Act* 2006 (Vic) as amended from time to time.

Application means an application made for the Design Panel to Approve development of a Lot.

Approve or **Approval** means an approval in writing given by the Design Panel in respect of an Application and can include conditions.

Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Bond means monies (in a form determined by the Design Panel) which the Member may be required to deposit with the Owners Corporation on account of any remedy for non-compliance or any Damage that may be caused in the course of development of a Lot, in accordance with Rule 9.3.4.

Commencement Date means the date which is twelve (12) months from the Settlement Date;

Commence Construction means to begin the 'base stage' construction works for the dwelling at the Lot, as defined in section 40(1) of the *Domestic Building Contracts Act* 1995 (Vic), in accordance with:

(a) the Design Guidelines;

(b) any approval of the Design Panel; and

(c) any other approval issued by an Authority for the construction of a dwelling at the Lot.

Commercial Lot means a lot on the Plan designated by the Owners Corporation from time to time to be a commercial lot.

Commercial Purposes means use for a restaurant, café, retail use or other commercial purpose.

Committee means the committee elected under section 100 of the Act.

Common Property means the Land and any improvements erected on the Land designated as common property on the Plan and includes the Recreational Facilities.

Completion Date means the date which is twenty four (24) months from the Settlement Date.

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Damage means damage caused during the course of development of a Lot including, but not limited to, damage to adjoining lots and buildings, roads, footpaths, landscaping and public utility infrastructure.

Design Guidelines means the design, development and use controls for all Lots on the Plan as amended from time to time by the Design Panel for the purposes of achieving the expressly stated objectives of the guidelines attached to the Rules as Schedule 1.

Design Panel means a panel appointed by the Vendor and/or the Developer and/or the Owners Corporation from time to time and initially comprising representatives of the Developer and a qualified architect for the purposes of reviewing and determining applications to develop Lots with the Development in accordance with the Design Guidelines.

Developer means Landsub Pty Ltd ACN 146 207 730 or a Related Body Corporate responsible for the development of the Land and creation of Lots and includes its successors and assigns and where it is consistent with the context includes the Developer's, employees, agents, contractors, sub-contractors and invitees and persons the Developer allows on the Common Property for the purposes of the Development.

Development means the development of the Land as a residential subdivision including the Recreational Facilities known as Saratoga.

Director means has the same meaning given to that term in the *Fair Trading Act* 1999 (Vic).

Dispute means a dispute or other matter arising under the Act or Rules including a dispute or matter relating to:

(a) the operation of the Owners Corporation;

(b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act or the Rules; or

(c) the exercise of a function by a Manager in respect of the Owners Corporation.

Domestic Building Contract means any domestic building contract within the meaning of the *Domestic Building Contracts Act* 1995 (Vic) entered into by the Initial Owner.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Initial Owner has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

Land means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

Lot means a lot shown on the Plan.

Manager means the person or entity for the time being appointed by the Owners Corporation as its manager under section 119 of the Act and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Maintenance Fund means a fund or part of a fund used for implementation of the Maintenance Plan (if any).

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Maintenance Plan means a maintenance plan (if any) established and approved by the Owners Corporation as contemplated by the Act.

Member means a member of the Owners Corporation(s) by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

Memorandum of Common Provisions means the document to be entered into by the Vendor and registered on the Plan (as amended from time to time).

Occupancy Permit means an occupancy permit issued under the *Building Act* 1993 (Vic) for the dwelling on a Lot.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

Owners Corporation means the Owners Corporation created upon registration of the Plan.

Plan means Plan of Subdivision No. PS643122Y and includes any plans of subdivision for subsequent stages of the Development.

Recreational Facilities means the recreational and other facilities on Common Property designated by the Owners Corporation from time to time as available for use by the Members.

Refuse or Refusal means a refusal in writing given by the Design Panel in respect of an Application.

Regulations means the *Owners Corporations Regulations* 2007 (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Rule or **Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Settlement Date means the date of transfer of any Lot on the Plan by the Vendor to the Member.

Special Resolution has the same meaning as in the Act.

Vendor means CA & CA Ballan Pty Ltd ACN 006 578 972 and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 the singular includes the plural and vice versa;

2.1.3 a reference to a natural person includes any company, partnership, join venture, association or other owners corporation and a governmental authority;

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2.1.4 a reference to a thing includes a part of that thing; and

2.1.5 'including' and similar expressions are not words of limitation.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation(s) from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules if:

2.3.1 a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

2.3.2 it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 Without limiting Rule 2.2, these Rules shall be read subject to the rights of the Vendor and/or the Developer to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):

2.4.1 allowing invitees to have access to the Common Property in the company of a representative of the Vendor or the Developer; and

2.4.2 placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property.

2.5 In the event of a conflict between these Rules and any restriction(s) on the Plan, the restriction will prevail.

3. Role and Functions

3.1 The Owners Corporation(s) is responsible for ensuring that appropriate rules, measures and procedures are established to govern issues common to the Members, including that the Common Property and/or a Lot are maintained for the benefit and enjoyment of all Members and Occupiers. The Owners Corporation(s) exercises such responsibilities through enforcing the Rules and through holding regular committee meetings at which matters affecting the operation of the Common Property are resolved and advised to all Members.

3.2 The Owners Corporation(s) must abide by the Rules, Act and Regulations, and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence.

3.3 These Rules are for the purpose of the control, management, administration, use or enjoyment of the Common Property or a Lot and represent the interests of Members and Occupiers. The Rules may be added to, amended or revoked:

3.3.1 if a resolution is passed after a ballot or poll is taken and 75% of the total lot entitlements of all the Lots are in favour of such addition, amendment or revocation; or

3.3.2 if a resolution is passed in any other case and 75% of the total votes for all the Lots are in favour of such addition, amendment or revocation.

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3.4 Under the Act and Regulations, the Owners Corporation(s) is responsible for, amongst other things:

3.4.1 electing the Committee (if required);

3.4.2 establishing a Maintenance Plan and Fund (if required);

3.4.3 establishing and maintaining an Owners Corporation(s) Register;

3.4.4 taking out, maintaining and paying the premiums for insurance;

3.4.5 keeping proper accounts that cover the income, expenditure, assets and liabilities of the Owners Corporation(s) and providing true reports of the financial situation of the Owners Corporation(s); and

3.4.6 preparing annual financial statements.

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4. Provision of Services

The Owners Corporation must provide the following services:

4.1 the repair and maintenance of all Common Property including any gardens, trees, paved areas and landscaping forming part of the Common Property;

4.2 the repair and maintenance and management and operation of the Recreational Facilities; and

4.3 any other service or facility provided by the Owners Corporation for the benefit of the Members.

5. Vegetation

The Owners Corporation is responsible for the maintenance and watering of all vegetation, plants and trees in the Common Property.

6. Use of Common Property

6.1 A Member must not (except to the extent that the Developer deems reasonably necessary or desirable for the carrying out or furtherance of the Development):

6.1.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;

6.1.2 do or permit anything which might cause structural damage to the Common Property;

6.1.3 move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;

6.1.4 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;

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6.1.5 interfere with any personal property vested in the Owners Corporation;

6.1.6 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;

6.1.7 obstruct a driveway or entrance to a Lot or any other road on the Land;

6.1.8 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation;

6.1.9 when on Common Property (or if on any part of a lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;

6.1.10 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;

6.1.11 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;

6.1.12 hold or allow to be held any public auction on or near the Common Property;

6.1.13 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;

6.1.14 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;

6.1.15 store, place, display or hang any chattel or item (including barbeques) on any part of the Common Property without the consent of the Owners Corporation;

6.1.16 without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot;

6.1.17 must not do any act or thing or allow any act or thing to be done to the Lot or Common Property that may in any way damage or interfere with the use of cabling and ancillary equipment (**the electronic cabling**) installed or to be installed by the Developer and/or Telsta on the Land in order to provide telephone service, cable television, interest or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer and/or Telsta.

6.2 A Member must notify the Owners Corporation or the Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

7. Use of Lot

7.1 A Member must not do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation.

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7.2 Each Member must comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any Governmental Authority.

8. Design Panel

8.1 The Developer has established the Design Panel to administer the Design Guidelines.

8.2 The Vendor and/or the Developer, until the expiry of twelve (12) months after settlement of the last Lot on the Plan or such earlier date notified by the Vendor and/or the Developer to the Owners Corporation in writing, and thereafter, the Owners Corporation must:

8.2.1 ensure that the Design Panel is constituted from time to time in accordance with this Rule 8;

8.2.2 ensure that meetings of the Design Panel are convened as required in order for the Design Panel to fulfill its functions as set out in these Rules;

8.2.3 act as secretary of the Design Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Panel; and

8.2.4 receive and account for all monies payable in relation to Approvals and the functions of the Design Panel.

9. Powers and Functions of the Design Panel

9.1 The Design Panel is to assess all Applications for Approval having regard to the Design Guidelines.

9.2 After assessing an Application, the Design Panel must either Approve, Refuse, or reserve its decision pending the provision of any further information which the Design Panel indicates in writing to the Applicant that it requires.

9.3 In the case of Approval, the Design Panel may impose conditions that require:

9.3.1 changes to be made to the plans and specifications;

9.3.2 the proposed development to be undertaken within the reasonable time frame specified in the condition;

9.3.3 the Member to give to the Design Panel a written undertaking:

(a) not to cause unreasonable inconvenience to other residents; and

(b) to repair without delay any damage caused by the development;

9.3.4 the Member to deposit with the Owners Corporation a Bond in a form and amount determined by the Design Panel and to be held by the Owners Corporation on account of any:

(a) remedy for any non-compliance notified to it by the Design Panel;

(b) Damage which may be caused in the course of the development. If no Damage is caused then the Owners Corporation will, on certification from the Design Panel of satisfactory completion of the development, release the

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bond to the Member. If Damage is caused then the Owners Corporation and the Design Panel may, without prejudice to its rights against the Member, use the bond to repair the Damage caused.

9.3.5 lodgement of the Bond prior to the release of the formal Approval.

9.4 The Design Panel may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it and the Design Panel to perform their duties and functions.

10. Design Guidelines and Memorandum of Common Provisions

10.1 Each Member must for each and every Lot owned by the Member:

10.1.1 design and/or undertake any improvements on any Lot in compliance with the Design Guidelines and Memorandum of Common Provisions and otherwise comply with the Design Guidelines and Memorandum of Common Provisions;

10.1.2 allow the Design Panel to conduct inspections as and when deemed necessary by the Design Panel in its absolute discretion of any works in progress on a Lot for the purpose of ascertaining compliance with the approved plans and specifications for such works and with any of these Rules or the Design Guidelines or the Memorandum of Common Provisions;

10.1.3 maintain its Lot and nature strip by cutting grass and keeping that Lot and the nature strip in a safe and tidy condition to the satisfaction of the Design Panel;

10.1.4 rectify within a reasonable time any non-compliance with the approved plans and specifications for works in accordance with any notice in writing served on the Member by the Design Panel;

10.1.5 cease any works on a Lot if required by notice in writing served by the Design Panel pending resolution of any dispute about a non-compliance with the Design Guidelines or approved plans and specifications for the Lot; and

10.1.6 before undertaking any building works within or about or relating to a Lot:

(a) submit to the Design Panel plans and specification of any works proposed by the Member, and such further particulars of those proposed works as the Design Panel may request; and

(b) obtain written approval from the Design Panel that the works accord with the Design Guidelines and Memorandum of Common Provisions. Such approval not to be unreasonably withheld but which may be given subject to the condition including that the reasonable costs of the Design Panel be met by the Member.

10.2 Without limiting Rule 10.1.6, a Member must submit the plans and specifications for any works proposed by the Member within 6 months of the Settlement Date.

10.3 A breach of the Design Guidelines or Memorandum of Common Provisions constitutes a breach of these Rules.

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11. Proceeding with Works

11.1 Upon receipt of Approval from the Design Panel the Member is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all Authorities having jurisdiction over the Development.

11.2 An Member must Commence Construction by the Commencement Date.

11.3 In addition to any other right the Owners Corporation has under these Rules, if a Member does not Commence Construction by the Commencement Date it must pay to the Owners Corporation within 7 days of demand:

11.3.1 $200 for each whole month that the Member does not Commence Construction in accordance with Rule 11.2 up to the date that is 12 months from the Commencement Date;

11.3.2 $600 for each whole month that the Member does not Commence Construction from the date that is 12 months from the Commencement Date up to the date that is 24 months from the Commencement Date;

11.3.3 $1,250 for each whole month that the Member does not Commence Construction from the date that is 24 months from the Commencement Date up to the date that is 36 months from the Commencement Date; and

11.3.4 $2,500 for each whole month that the Member does not Commence Construction from the date that is 36 months from the Commencement Date.

11.4 A Member must procure the issue of an Occupancy Permit by the Completion Date.

11.5 In addition to any other right the Owners Corporation has under these Rules, if a Member does not procure the issue of the Occupancy Permit by the Completion Date, it must pay to the Owners Corporation, within 7 days of demand:

11.5.1 $400 for each whole month that the Occupancy Permit is not issued from the Completion Date until the date that is 48 months from the Settlement Date;

11.5.2 $1,250 for each whole month that the Occupancy Permit is not issued from the date that is 48 months from the Settlement Date to the date that is 60 months from the Settlement Date; and

11.5.3 $2,500 for each whole month that the Occupancy Permit is not issued from the date that is 60 months from the Settlement Date.

11.6 The Member acknowledges and agrees that the payments specified in Rules 11.3 and 11.5 are a reasonable estimate of a contribution towards the Owner's Corporation's foreseeable loss as a result of a breach of Rules 11.3 and 11.5 by the Member.

12. Building Works to Lots and Common Property

12.1 A Member of a Lot must ensure that all works undertaken by the Member and the Member's agents and contractors complies with the reasonable directions of the Owners Corporation(s) concerning the method of building operation, means of access, use of the Common Property, on site management, and building protection and hours of work.

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12.2 The Member must ensure that all agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and services therein.

12.3 The Member must immediately make good all damage to, and dirtying of, the Common Property, the services thereof or any damage to fixtures fittings and finishes which are caused by such works. If the Member fails to immediately do so the Owners Corporation(s) may in its absolute discretion make good the damage and dirtying at the cost of the Member.

12.4 The Member must ensure that any improvements, including the dwelling, constructed on the Lot are insured for full replacement value as well as in accordance with all requirements of the Act and the Regulations.

13. Private roads and other common property

13.1 All Members must ensure that their car parking space and driveway (if applicable) are maintained, cleaned and free of oil. The Owners Corporation reserves its right to clean any area and charge the owner for the costs incurred.

13.2 A Member must not (except to the extent that the Developer deems necessary or desirable for the carrying out or furtherance of the Development):

13.2.1 park, cause or permit to be parked any caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the Owners Corporation from time to time on any Lot or within the vicinity of a Lot, unless it is housed in a garage and is not visible from any part of the Common Property, road or the street; and

13.2.2 obstruct the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Land by any Member, the tenants, guests, servants, employees, agent, children, invitees, licensees of any member or used by them for any purpose other than the reasonable access to and from their respective Lots or the parking areas provided.

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14. Recreational facilities

14.1 When using the Recreational Facilities a Member must ensure that:

14.1.1 children below the age of 13 years are not in or around them unless accompanied by an adult Member exercising effective control over them;

14.1.2 the Member's guests only use the Recreational Facilities if accompanied by a Member and the Member acknowledges that no more than 2 guests per Member are permitted at any one time without the Manager's prior consent; and

14.1.3 alcohol is not taken into or consumed around the Recreational Facilities without the prior consent of the Owners Corporation.

14.2 Members may only use the Recreational Facilities between the hours of 10am and 5pm (or such other hours determined by the Manager) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.

14.3 The Owners Corporation may make additional or separate rules relating to the use of the Recreational Facilities provided they are not inconsistent with these rules. If breached, rules relating to the Recreational Facilities will constitute a breach of these Rules.

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15. Swimming Pool Area (pool, spa & changing area)

A Member or Occupier of a Lot must comply with swimming pool area rules as approved by the Committee from time to time. The initial swimming pool area rules are as follows:

15.1 Children may use the swimming pool area only if supervised by an adult.

15.2 Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area.

15.3 Alcohol and food are not permitted in the swimming pool area.

15.4 The swimming pool area is for the private use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times.

15.5 Smoking is not permitted in the swimming pool area.

15.6 For the hygiene of all users of the swimming pool, all users must shower first.

15.7 Running, ball playing, jumping, diving, noisy or hazardous activities are not permitted in the swimming pool area.

15.8 Hours of use are between 10am and 5pm or as otherwise determined by the Manager.

15.9 All users of the swimming pool area must dry off before leaving this area.

15.10 Suitable footwear must be worn to and from the swimming pool area.

15.11 A Member or Occupier of a Lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times i.e. nude bathing is not permitted.

15.12 All users of the swimming pool do so at their own risk.

15.13 Spitting is not permitted in the swimming pool or swimming pool area.

15.14 Appropriate attire must be worn at all times.

16. Gymnasium

A Member or Occupier of a Lot must comply with gym rules as approved by the Committee from time to time. The initial gymnasium rules are as follows:

16.1 Children are not permitted to use the gymnasium at any time.

16.2 Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium.

16.3 The gymnasium is for use by residents only.

16.4 Alcohol and food are not allowed in the gymnasium.

16.5 Smoking is not permitted in the gymnasium.

16.6 All users of the gymnasium must carry a towel at all times.

16.7 Hours of use are between 10am and 5pm or as otherwise determined by the Manager.

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16.8 Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times.

16.9 All users of the gymnasium must turn off all lights and air conditioning when leaving.

16.10 Users of the gymnasium must be professionally instructed on the equipment prior to the Owners Corporation granting access to the gymnasium area.

16.11 All users of the gymnasium do so at their own risk.

16.12 Users of the gymnasium are not permitted to play music in the gym.

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17. Commercial area

17.1 Without limiting any other Rule, the proprietor or Occupier of a Commercial Lot used for Commercial Purposes must:

17.1.1 not dispose of rubbish or waste in the facilities located in the Common Property designated for residential use;

17.1.2 take out its own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation, and bring the bins in before 9am on each collection day Monday to Saturday and before 10am on Sundays;

17.1.3 avoid unnecessary noise when filling bins and ensure contractors pick up between 9am and 5pm Monday to Saturday and between 10am to 5pm on Sundays;

17.1.4 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;

17.1.5 ensure all cardboard and paper waste is cut up folded and neatly contained in bins;

17.1.6 store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the 'bin collection are' nominated by the Owners Corporation;

17.1.7 any perishable rubbish must be refrigerated and hidden from view;

17.1.8 washing down of bins must only be carried out within the Lot, excluding car spaces or in the car wash bay in the basement;

17.1.9 comply with all health, noise and other regulations in carrying on the business from the Lot;

17.1.10 any mechanical fluing must be charcoal filtered or equivalent;

17.1.11 not permit electronic gaming;

17.1.12 small utility deliveries are to be between 9am – 5pm Monday to Friday and 10am – 6pm Saturdays and Sundays;

17.1.13 large deliveries are to be between 10am –5pm Monday to Saturday; and

17.1.14 make all reasonable attempts to address/treat any odours that emanate from the Lot.

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17.2 Nothing shall prevent or prohibit any Commercial Lot from carrying on its reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit for which the owner of any Commercial Lot may apply provided that at all times the Member or Occupier of any such Commercial Lot:

17.2.1 operates lawfully;

17.2.2 obtains each and every permit, liquor licence or other consent required; and

17.2.3 operates within the terms of any such liquor licence, permit or consent.

17.3 The Owners Corporation must not to do any such act which may hinder or prevent such Commercial Lot from conducting its business.

17.4 The owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The occupants will be responsible for ensuring that these areas are kept in a pristine condition at all times.

17.5 Any owner or Occupier of a Commercial Lots will be entitled to reasonable access at all times for invitees and customers through those parts of the Common Property necessary for usual business practice.

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18. Garbage disposal

A Member of a Lot must:

18.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;

18.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage; and

18.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage.

19. Signage and Windows

19.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation and any such signs may be removed by the Owners Corporation at the Member's cost and expense.

19.2 Any sign that is erected with the approval of the Owners Corporation must be of a standard that shall not detract from the overall appearance of the Development.

19.3 A Member is not permitted to display any advertising material, logos or sign writing to any external window, glazing or external solid face of a Lot without the written consent of the Owners Corporation.

19.4 A Member must not allow any glazed portions of the Lot or Common Property to be tinted or otherwise treated with the intention of changing the visual characteristic of the Development.

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20. Behaviour of invitees

20.1 The duties and obligations imposed by these Rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the Occupier of their Lot (**Invitees**).

20.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or Occupier of another Lot or of any person lawfully using the Common Property.

20.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 20.1 and 20.2.

20.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

21. Owners Corporation Fees and Legal Costs

21.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their lot entitlement.

21.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.

21.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

21.4 The Member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these rules including by not limited to recovery of Owners Corporation contribution fees.

21.5 The Member must pay the electricity, municipal and other statutory rights and charges that are not separately assessed or apportionable against their Lot according to their lot entitlement.

22. Charges imposed on Members and Occupiers

22.1 Any payments to the Owners Corporation(s) imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.

22.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation(s) as prima facie proof of the costs and expenses incurred by the Owners Corporation(s) relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.

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22.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act* 1983 (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

22.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation(s) and then be applied in repayment of the principal sum.

23. Rights of entry

A Member of a Lot, upon receiving reasonable notice from the Owners Corporation, must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection or any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot or the Common Property.

24. Security

The Owners Corporation may make rules and regulations to ensure the security of the Land from intruders and otherwise with regard to the use and means of access to any roadways created upon the Common Property.

25. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Member for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

26. Non-compliance with rules

26.1 If a Member is in breach of these Rules including the refusal or failure to carry out repairs, maintenance or other works to the Member's Lot, the Member agrees that the Owners Corporation may serve the Member with a notice requiring the Member to carry out the necessary repairs, maintenance or other works. If the Member does not comply with the Notice to the satisfaction of the Owners Corporation within 28 days after the service of the Notice, the Member must allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify the non-compliance.

26.2 The Owners Corporation may institute legal proceedings if a Member fails to comply with a notice served under Rule 26.1 within 28 days after the service of the notice, in a Court of competent jurisdiction to compel the Member to comply with these Rules.

26.3 The Member must pay to the Owners Corporation any charges incurred by the Owners Corporation relating to any non compliance including, without limitation administrative costs, legal costs and the cost of any works performed to rectify any non compliance which (until paid) are and will be a charge on the Lot.

26.4 The Member must accept a certificate signed by the secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non compliance with these Rules.

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26.5 The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules or the Act including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

26.6 Nothing in Rules 26.1 to 26.5 in any way derogates from an Owner's obligation to comply with sections 48 – 50 inclusive and 128 – 137 inclusive of the Act.

27. Rules Subject to Rights of the Developer

27.1 These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:

27.1.1 the Vendor and/or the Developer and/or its equity partners (if any) is a Member or Occupier;

27.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or

27.1.3 the Vendor and/or the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the any buildings and facilities comprised in the Plan or the Development.

27.2 Subject to Rule 27.6, the Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every Member of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:

27.2.1 progressively develop the Land in stages;

27.2.2 incorporate further land into the Plan to become part of the Development;

27.2.3 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and

27.2.4 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and

27.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagee or chargee thinks fit; and

27.2.6 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor, the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its

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best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

27.3 While the Vendor is the owner of any Lot it may:

27.3.1 use any such Lot for display purposes;

27.3.2 allow prospective purchasers of any Lot to inspect such display Lot; and

27.3.3 use such signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

27.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would revoke this Rule 27 or contravene any right or reprieve afforded to the Vendor or the Developer under this Rule 27.

27.5 A Lot from time to time, owned and selected by the Vendor, may be used for the administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation.

27.6 In exercising their rights under this Rule 27, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Members.

28. Warranties, Novation, Assignment and entering into of Contracts

28.1 The Vendor and/or the Developer may at their discretion enter into contracts (which includes without limitation, any agreement, lease or licence) relating to the Development, including, but not limited to:

28.1.1 cleaning and maintenance of buildings and services of any Common Property;

28.1.2 the maintenance, management and/or monitoring of all:

(a) landscaping, public areas and infrastructure; and

(b) general maintenance matters, environmental health, public open space, heritage and occupational health and safety;

28.1.3 agreements with third parties (to the extent that it is able and subject to compliance with all laws) for the exclusive right to provide the Development with services and utilities; and

28.1.4 agreements with any Authority (including without limitation, Parks Victoria).

28.2 All Members acknowledge and agree that the Owners Corporation may be required by the Vendor or the Developer to accept, an assignment or novation of the contracts referred to in Rule 28.1 at the first meeting of the Owners Corporation(s).

28.3 The Owners Corporation(s) must maintain any contracts assigned or novated to it under this Rule 28 to the end of its current term.

28.4 All Members or Occupiers must contribute its proportion of the cost incurred by the Owners Corporation(s) in complying with this Rule 28 relative to the lot liability on the Plan.

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29. Signage & Other Licences

29.1 The Owners Corporation(s) may grant the Vendor and/or the Developer:

29.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;

29.1.2 a licence to host festivals, parties or other celebratory or promotional events in the roof top garden forming part of the Common Property;

29.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or

29.1.4 allow the Vendor and/or the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Vendor and the Developer use their best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s).

29.2 A Member or Occupier of the Lot must not hinder or impede the Vendor or the Developer from exercising their rights under any agreement entered into under this Rule.

29.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 29.

29.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 29.

30. Enforcement of Domestic Building Contract

The Member acknowledges and agrees that for the purpose of its obligations under the Act:

30.1 reasonable steps to enforce any Domestic Building Contract include:

30.1.1 the making of a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;

30.1.2 the exercise of any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;

30.1.3 the settlement of any dispute under any Domestic Building Contract between the original owner and the builder on terms acceptable to the original owner; and

30.1.4 any other enforcement action the Initial Owner considers appropriate in the circumstances; and

30.2 the Members must pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability.

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31. Complaints and Disputes

31.1 Any Dispute must be dealt with at first instance in accordance with this Rule 31.1.

31.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 31.2.

31.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

31.3.1 arrange a meeting between the parties to resolve the Dispute; or

31.3.2 waive the requirement for the parties to meet.

31.4 Notwithstanding the course of action elected by the Committee under Rule 31.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.

31.5 Without limiting the generality of this Rule 31.4, where no formal complaint is made by a Member or Occupier and the Owners Corporation(s) otherwise becomes aware of a Dispute, the Owners Corporation(s) (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:

31.5.1 arrange a meeting between the parties to resolve the Dispute; or

31.5.2 waive the requirement for the parties to meet.

31.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 31.3.1 or 31.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

32. Restrictions – Trade or Business

32.1 The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use unless that Lot is a Commercial Lot, without the express written consent of the Owners Corporation(s).

32.2 If authorized to do so by the Owners Corporation(s), the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:

32.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and

32.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and

32.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

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32.3 This Rule 32 does not apply to a Lot used for Commercial Purposes.



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Schedule 1 Design Guidelines





DESIGN GUIDELINES

STAGE 6

Wolfdene


Image Courtesy of Henley Homes

THE VISION

The vision for housing at Saratoga aspires to a high quality, modern approach to home construction and urban design.

This vision is supported by building and design guidelines that establish a straightforward yet formal framework for the review and approval of building plans, ensuring that all homes are designed and built to exacting standards.

With a genuine commitment to promoting intelligent and sustainable building practices, these guidelines encourage individuality and innovation in the design and construction of modern, light filled and environmentally sensitive homes.

This philosophy ensures your neighbours build with a similar standard of quality as your own; enhancing the visual appeal of the estate collectively and protecting the long term value of your investment.

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1.0 INTRODUCTION

THE DESIGN GUIDELINES

In order to achieve a high quality of design and construction at Saratoga, specific safeguards have been implemented by the developer in order to protect the interests of all residents.

The Design Guidelines also serve as reassurance for residents expecting a high quality of built form by minimizing the potential risk of disharmony occurring between neighbouring dwellings.

These Design Guidelines may be amended on occasions at the developer's discretion to reflect changes in design trends or to coincide with the release of later stages.

THE APPROVAL PROCESS

Approval is required from the Wolfdene Design Review Committee (WDRC), for the construction of all new dwellings, garages, fences, sheds and any other structures on any allotment within Saratoga.

Upon receiving approval from the WDRC, the applicant must then obtain building approval for the dwelling from the Local Council / independent Building Surveyor and/or any other governing authority. It is the responsibility of the applicant to ensure all proposed works meet relevant authority approvals and the required permits are obtained.

The role of the WDRC is to ensure that all proposed works are compliant with the Design Guidelines. The Design Guidelines should be read in conjunction with the Saratoga Covenants, which are outlined in the sales contract.

The WDRC will assess all designs and if they are compliant with the Design Guidelines, provide a letter of approval along with an endorsed copy of the plans and external colour schedule. Designs that substantially comply with the Design Guidelines may be given a letter of approval with conditions requiring the rectification of minor deviations. These deviations may also be noted on the plans. The WDRC may also offer suggestions intended to improve designs.

If the design submission does not comply with the Design Guidelines, the WDRC will advise the applicant of the reasons why it is non-compliant and the amendments that must be made. Applicants will then be required to submit amended plans in order to gain approval.

The final decision of all aspects of the Design Guidelines will be at the discretion of the WDRC. Please refer to section 4.0 at the rear of this document for further information regarding the approval process.

COVENANTS

In conjunction with these Design Guidelines, additional covenants have been created requiring that built forms and other related standards of performance are observed and specific criteria are met in the development of Saratoga. These covenants will take the form of Restrictions noted on the Plan of Subdivision and Memorandums of Common Provisions (MCP).

In the event that requirements under the Design Guidelines contradict covenants defined within the Plan of Subdivision or the MCPs, the Plan of Subdivision or the MCP will prevail.

From time to time additional MCPs may be created for the purpose of including specific covenants and Building Envelopes as required by council and the developer.

STATUTORY OBLIGATIONS

Together with the Design Guidelines and Covenants, it will be purchasers' responsibility to ensure all submitted documents comply with the relevant Building Code/s, Rescode and all other planning and authority requirements, along with relevant current governing energy rating standards prior to construction.

2.0 THE DESIGN GUIDELINES

SITE PLANNING

PRINCIPLES

- To encourage sustainable design through correct orientation and siting
- To encourage energy efficient designs that will lead to reduced resource consumption
- To maximise quality solar access to external and internal living areas
- To maximise north orientation to living areas and private open space
- To maximise solar access and penetration during winter months
- To minimize solar access and penetration during the summer months

CONTROLS

- Dwellings must achieve the minimum energy rating requirements presently governing all residential dwellings
- All dwellings must install a minimum 2000L capacity watertank or;
- A solar generated hot water system

SITE COVERAGE & BUILDING HEIGHTS

PRINCIPLES

- To ensure a consistent scale of buildings throughout the community
- To ensure dwelling size is in proportion with lot size
- To minimize overshadowing and overlooking to adjoining lots

CONTROLS

- Total site coverage must not exceed 60%. In the event that site coverage exceeds 60%, written consent must be obtained from the WDRC before proceeding with the Council approval process.
- Dwellings on lots 400m^2 or less must have a minimum floor area of 110m^2
- Dwellings on lots 401m^2-500m^2 must have a minimum floor area of 130m^2
- Dwellings on lots exceeding 500m^2 must have a minimum floor area of 160m^2

  Minimum floor area excludes garages, porches, verandahs, balconies and any alfresco areas. Duplex lots, medium density lots and lots under 300m^2 are excluded from this control
- A maximum of 2 storeys is permitted, with a maximum height of 9m above natural ground level
- Single storey dwellings must not exceed 6m in height above natural ground level
- All dwelling heights must comply with the requirements of ResCode as well as any other governing authority requirements



INTRODUCTION

SETBACKS

PRINCIPLES

- To allow for separation between buildings and public spaces
- To provide suitable and useable private open space
- To allow for sufficient vehicle access and parking

CONTROLS

Front

- A minimum of 4.0m and a maximum of 5.5m from the front boundary
- Porch and verandah elements less than 3.6m in height above natural ground level can encroach into the minimum front setback by up to 1.5m

Sides

- A minimum of 1.0m for single storey dwellings
- A minimum of 1.8m for double storey dwellings
- A minimum of 2.0m from the secondary street boundary for corner lots
- Garages may be built on the boundary
- Dwellings may be built on one side boundary for lots with a frontage of 10m or less. A minimum 1.0m setback must be maintained from the remaining side boundary (excluding garages)

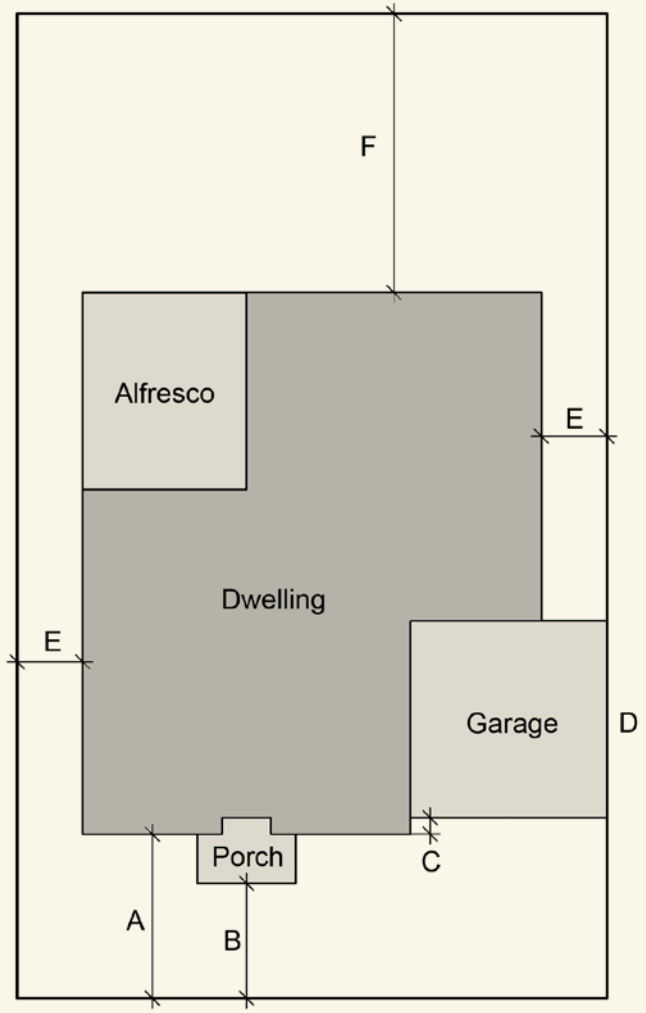
Rear

- A minimum of 1.0m from the rear boundary

Garages

- Garages must be setback behind the dwelling by a minimum of 0.5m

All dwelling setbacks must comply with ResCode and any other governing authority/Council requirements.



A - DWELLING SETBACK:
A minimum of 4.0m and a maximum of 5.5m from the front boundary

B - PORCH SETBACK:
Porch elements less than 3.6m may encroach into the minimum 4.0m dwelling setback by up to 1.5m. Any element exceeding 3.6m must be setback at a minimum of 4.0m

C - GARAGE SETBACK FROM DWELLING
Garages must be setback a minimum of 0.5m behind the dwelling

D - Garages may be built on the boundary in accordance with ResCode

E - Dwellings must be setback a minimum of 1.0m from both side boundaries (excluding 10m frontages)

F - REAR SETBACK
A minimum of 1.0m from the rear boundary

2.0 THE DESIGN GUIDELINES

ARCHITECTURAL CHARACTER

PRINCIPLES

- To produce streetscapes that maximize the amenity and appeal of public spaces including streets and parks
- To produce and maintain a high quality of contemporary built form and landscape
- To ensure visual consistency within the streetscape
- To encourage the utilization of a variety of materials and finishes

CONTROLS

Façade Assessment

- The WDRC will assess each submission against homes nearby. Two dwellings of the same front facade shall not be built within three house lots of the original lot. This includes lots either side, opposite and encompassing other street frontages where applicable
- The above provision will not apply to integrated housing developments, terrace allotments less than 300m^2, or allotments as nominated by the developer

Dwelling Design

- Dwelling designs must be of a contemporary nature - traditional features prominent in styles such as Federation, Victorian and Colonial are not permitted
- Dwellings must provide an entry clearly legible from the street
- Dwellings must be designed to address the street and provide windows to living areas that overlook the street
- Dwellings are to be the dominant form, with elements such as garages and fencing to be secondary features

Corner Expression

- Dwellings on corner lots must address both frontages. The portion of the secondary frontage visible from the street must include a minimum of 1 window, with articulation, material variation and pergola elements also strongly encouraged
- It will be at the discretion of the WDRC to determine acceptable corner treatment for each corner lot submission







examples of acceptable corner treatment

2.0 THE DESIGN GUIDELINES

ARCHITECTURAL CHARACTER

CONTROLS (CONT.)

Architectural Detailing

- Entry features such as porches and verandahs must be used to provide detail and interest that adds character to the street
- Where used, pergola structures should appear as an extension of the dwelling and be used to provide a spatial link between internal and external living areas
- Where used, balconies should enhance the design of elevations and provide additional opportunities to overlook the street or public places; however, they should not compromise the privacy of adjoining lots.

Roofs

- Buildings must provide a varied roof form to break up the visual mass
- Roof finishes must be non-reflective
- A minimum 450mm eaves are encouraged to facades

Materials

- Predominantly, external walls must be face brick or a rendered finish
- Other cladding materials, such as feature stone or timber, can be used as secondary materials

Colour Schemes

- All finishes must be consistent with the intent as displayed by the colour palette. For example, earthy, natural tones punctuated with accent or highlight colours. Refer to section 3.0

Garages

- Lock up vehicle accommodation in the form of an enclosed garage must be provided
- Garages must be setback a minimum of 0.5m behind the dwelling
- Standard Lots: Garages must not be wider than the dwelling
- 10.5m Lots: Garage must not exceed 63% of the width of the facade.
- Garage door/s must be panel lift, sectional or a similar contemporary style. No roller doors will be permitted to the street frontage.
- Additional storage space should be provided within the garage to minimise the need for additional outbuildings

Driveways

- Driveways must not dominate the streetscape
- Driveways must be setback 400mm from the nearest side boundary to allow for landscaping
- Driveways must be constructed of masonry pavers, coloured concrete, concrete with exposed aggregate or fixed granular surfaces. Plain concrete will not be permitted within public view

Main Boulevard Lots

- Dwellings facing the main boulevard must also comply with the ‘architectural character’ requirements. In addition to these requirements, dwellings facing the main boulevard must be double storey – no single storey dwellings are permitted.



Permitted driveway finishes

2.0 THE DESIGN GUIDELINES

FENCING

PRINCIPLES

- To ensure that fencing is a secondary element to the dwelling
- To create a point of consistency within the community while highlighting the character of each individual dwelling

CONTROLS

Front

- No front fencing is permitted

Side & Rear

- Must be 1.8m in height and constructed of timber palings, with capping and exposed posts to both sides. Side fences must be setback a minimum of 1.0m behind the dwelling

Corner lots

- Fencing to the secondary street boundary must be setback a minimum of 3.0m behind the closest corner of the front façade. As a minimum standard, fencing to the secondary street boundary must be constructed of timber palings, with capping and exposed posts to both sides. Alternative styles of fencing may be submitted to the WDRC for approval.

Wing

- Wing fencing must be constructed from horizontal timber slats or similar, to a height of 1.8m. Any variation in materials must be approved by the WDRC.



Standard boundary fencing

2.0 THE DESIGN GUIDELINES

LANDSCAPING

PRINCIPLES

- To enhance the appeal of individual dwellings and the streetscape in general
- To create a streetscape that demonstrates native and indigenous character, consistent appearance and quality presentation

CONTROLS

Front Landscaping

- Front landscaping must be completed within 30 days of receiving your Certificate of Occupancy.
- Front landscaping must be of a contemporary design in order to enhance the architecture of the dwelling
- Front landscaping is encouraged to be environmentally sensitive by utilising appropriate drought tolerant plants, organic mineral mulches and drip irrigation systems
- At least 50% of front landscaping (excluding driveways and paths) must be of a permeable surface using materials such as pebbles, sand, mulch and/or bark
- Any retaining walls within public view are limited to a height of 0.5m and must be constructed using materials such as tiles or timber that will enhance the landscaping theme
- 1 semi–advanced tree 1.5m height at installation.
- 1 large shrub from a 300mm pot size at installation.
- 5 medium shrubs from a 200mm pot size.
- 25 small shrubs/tall tussocks from a 150mm pot size
- 20 groundcover plants / small tussocks plants from 85mm pot size at installation.
- Where grass is used, a warm season grass such as Kykuyu, Buffalo our Couch is selected.
- Where mulch is used it must be natural in colour. Coloured mulch will not be approved.
- Where rocks, stones and pebbles are used, they must be natural in colour.
- Regular inspections will be undertaken to ensure that landscaping has been completed within the required time. Should your landscaping not be completed within the specified time, action may be taken to have this requirement met at the owners cost
- Extensions of time will only be considered in exceptional circumstances
- Front landscaping must be maintained to an acceptable level at all times. This will also be monitored by regular inspections

Rear Landscaping

- It is encouraged that equal attention is given to rear landscaping

Letterboxes

- Letterboxes must complement the appearance of the dwelling, and must be constructed from materials such as rendered masonry or timber
- Metal letterboxes supported by a single post or temporary letterboxes will not be permitted.



Encouraged landscaping solution

2.0 THE DESIGN GUIDELINES

ANCILLARY ITEMS

PRINCIPLES

- To ensure, where possible, that ancillary items are screened from public view and finished to blend with the dwelling
- To ensure the location and design of any ancillary items will not adversely affect the amenity of neighbours

CONTROLS

Additional Buildings

- Sheds, if necessary, will be permitted where they are screened from public view. A maximum floor area of 20m^2 is permitted, unless sufficient justification can be made to the WDRC, in which case sheds will be assessed on their merits.
- Shed height must not exceed 2.4m at the perimeter, and 3.0m at the ridgeline of the roof.
- Sheds must be constructed of an appropriate, non-reflective material. It is encouraged that the materials used are consistent with those of dwelling.
- Any proposed pergolas, decks or other extensions must be submitted to the WDRC for approval
- Carports may be permitted if located out of public view

Services

- Air conditioners are to be located below the eaves line and screened from public view
- Evaporative cooling units must be of low profile, located towards the rear of the dwelling and colour matched to the roof
- Solar panels should be located out of public view. In the case that the most efficient position is within public view, solar panels will be assessed by the WDRC in regards to form and scale
- Provisions must be made for the storage of rubbish and recycling bins in areas that are accessible but not within public view
- Clotheslines must be located out of public view
- Rainwater tanks, hot water units, ducted heating units and similar services must also be screened or out of public view
- Roller shutters will not be permitted to windows

Signs & Advertising

- No signs including 'For Sale' signs may be erected by the Purchaser other than a 'Home for Sale' sign which may be erected after completion of construction of a dwelling.
- Builders signs may be permitted (600mm by 600mm maximum) during construction only and must be removed on completion of the building works
- No signs shall be erected on vacant lots
- Advertising signs are not permitted

MAINTAINING THE LOT

PRINCIPLES

- To ensure all allotments within Saratoga are maintained in line with the intended quality of built form and the overall vision for the community

CONTROLS

Heavy Vehicles

- Trucks or commercial vehicles 1 tonne, recreational vehicles and caravans shall be screened from public view when parked or stored.

Maintenance

- The Purchaser shall not allow any rubbish including site excavations and building materials to accumulate on a lot (unless the rubbish is neatly stored in a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the lots.
- The Purchaser shall comply with any request of the Developer to clean up any rubbish, including site excavations and building material on adjoining land and if the Purchaser does not comply within 14 days of receiving a written notice then the Purchaser shall be liable to reimburse the Developer all costs, including administration costs incurred in the removal of such materials.

3.0 COLOUR PALETTES

BRICKS

Bricks must be of a contemporary colour and style. Alternatives may be approved by the WDRC if they are considered to be complementary to the overall dwelling design and the streetscape. Generally, red and golden coloured bricks will not be permitted.



RENDER

Render colours must be consistent with those shown in the colour palettes, unless otherwise approved by the WDRC

BASE COLOURS



ACCENT COLOURS



ROOFS

Roof colours must be consistent with those shown in the colour palettes, unless otherwise approved by the WDRC

COLORBOND



TILES



Palette represents colours only. Other roof tile brands and profiles are permitted

3.0 COLOUR PALETTES

GUTTERS, FASCIA & DOWNPIPES

Gutters, fascia and downpipes must be consistent with or complementary to the colour scheme of the dwelling. All colorbond colours may be approved.

GARAGE DOORS

Timber look garage doors are encouraged; however, colorbond colours will also be permitted

WINDOW FRAMES

Window frames and any other cladding materials must also be consistent with or complementary to the colour scheme of the dwelling.

4.0 SUBMITTING TO THE WDRC

SUBMISSION INFORMATION

The WDRC may request the applicant to provide fully compliant and authority approved overshadowing and overlooking diagrams for double storey dwellings as part of their submission requirements. It will be the responsibility of the applicant to ensure that all potential overlooking and overshadowing issues are observed as per authority requirements.

Only a fully scaled set of application documents will be considered upon final submission to the WDRC. Prior to final submission, applicants may submit preliminary sitings or facades to the WDRC for feedback and comments.

The WDRC will endeavor to assess proposals in the shortest possible time and generally within 10 business days of receipt of a fully compliant application. The Vendor also reserves the right to request further information.

In order to make the approval process as efficient as possible for applicants, the WDRC is able to approve documents electronically and email the approved documents. This time saving measure only applies to emailed submissions.

It is preferred that submissions are sent via email; however, submissions may also be sent via the post.

Please submit the Application Form (see following page) and relevant documents to:

EMAIL

design@wolfdene.com.au

Documents must be submitted in pdf format, with the maximum size limit per email being 10MB.

You must name the subject of your email appropriately, including the lot number and street name

POST:

Wolfdene Design Review Committee
24 Anchor Place

Prahran, VIC, 3181

Telephone: 03 9827 8830

www.wolfdene.com.au



APPLICATION FORM

LOT NUMBER

. . . . . .

OWNERS NAME/S

. . . . . .

. . . . . .

CONTACT NUMBER/S

. . . . . .

. . . . . .

BUILDER

. . . . . .

. . . . . .

APPLICANTS NAME

. . . . . .

CONTACTS NUMBER/S

. . . . . .

. . . . . .

CURRENT POSTAL ADDRESS

. . . . . .

. . . . . .

. . . . . .

EMAIL ADDRESS

. . . . . .

DOCUMENTS TO BE SUBMITTED WITH THIS APPLICATION FORM TO THE WDRC:

1. Site Plan (minimum scale 1:200)

Must indicate all boundary setback dimensions, building envelopes, total site coverage and floor areas, north point, vehicle crossover, driveway, fencing details, any proposed outbuildings and/or retaining walls.

2. Floor Plans (minimum scale 1:100)

Must indicate key dimensions and window positions.

3. Elevations (minimum scale 1:100)

Must include all 4 elevations and indicate building heights, finished floor to ceiling levels, roof pitch, eaves depth, external finishes, existing ground levels and any excavation, fill and proposed finished ground levels. (Alternatively, some of the above information can be indicated on a cross section at a minimum scale of 1:100).

Note: Plans & elevations must also be submitted for any proposed decking, pergolas, patios, carports, sheds, swimming pools, BBQ areas or similar.

Note: If submitted via the post, all of the above must be provided in A3 format.

4. External Colour & Material Selection

Including brands, colour names and colour swatches.

5. Landscape Plan

I/we believe that the submission documents comply with the Saratoga Design Guidelines and covenants, as well as all relevant Building Codes and governing authority/Council requirements.

SIGNED

. . . . . .

DATE

. . . . . .

SARATOGA
POINT COOK

saratogapointcook.com.au

Wolfdene

SARATOGA

POINT COOK

DESIGN HANDBOOK

Last Updated July 30th 2014
Applicable to Saratoga Stage 5 and Stage 7 onwards.
Not applicable to Stage 1-4 or 6.
Version 1.

Wolfdene

Suite 4, Level 12, 9 Yarra Street
South Yarra, VIC, 3141
Telephone: 03 9827 8830
www.wolfdene.com.au

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1.0 Overview

The 'Design Handbook' has been produced by the Wolfdene Design Review Committee (WDRC) to protect the investment of our purchasers and achieve the optimum image for the project.

Architects, builders and landscapers play an essential role in bringing Wolfdene's developments to life and helping us realise our community vision.

The advice provided to purchasers and the choices they make will define the character of the streets and contribute to the legacy of the neighbourhood as a whole.

The information contained in this document has been developed to ensure all stakeholders act in the best interests of the community during the design and build process.

2.0 Utilising the Design Handbook

The Saratoga Design Handbook contains specific requirements and recommendations to assist with the design of your home and outdoor areas.

The handbook is divided into three sections, which contain mandatory requirements that must be incorporated into the design in order to attain approval for your home from the Wolfdene Design Review Committee.

Each design element has a specific purpose which is outlined at the beginning of each section, known as the **Design Intent.**

Extending from the intent are a number of mandatory requirements **(Design Standards)** that support the vision for this neighbourhood and additional helpful building/ landscape tips in the form of **Recommendations.**
An example has been provided below.

DESIGN INTENT

To help owners understand the purpose of each design element, we have provide a brief description. This should be used as a general guide for the design of your new home and landscaping.

DESIGN STANDARDS	
1.1.1	These are mandatory design and construction controls which must be complied with to receive approval from WDRC prior to commencing construction of Your home.

RECOMMENDATIONS

- These are guides to design and construction that have been developed by our design team to help you achieve the most comfortable, attractive and sustainable housing and landscape solutions.

The WDRC is here to assist you and your builder through the Design Standard requirements.

We recommend that during the initial stages of design that you contact Wolfdene Design Review Committee to discuss the Design Handbook.

3.0 Design Assessment Process

Before commencing construction, the Wolfdene Design Review Committee (WDRC) will assess building and landscaping plans to ensure that they conform to the Design Standards identified in the Saratoga Design Handbook.

The Design Approval Checklist must be submitted along with floorplans and elevations to the WDRC. If the design complies, you will be notified by the WDRC of your application approval.

However, if an application is unsuccessful, the WDRC will provide you with guidance to refine and amend the design. Once this has been completed you will be required to re-submit your design.

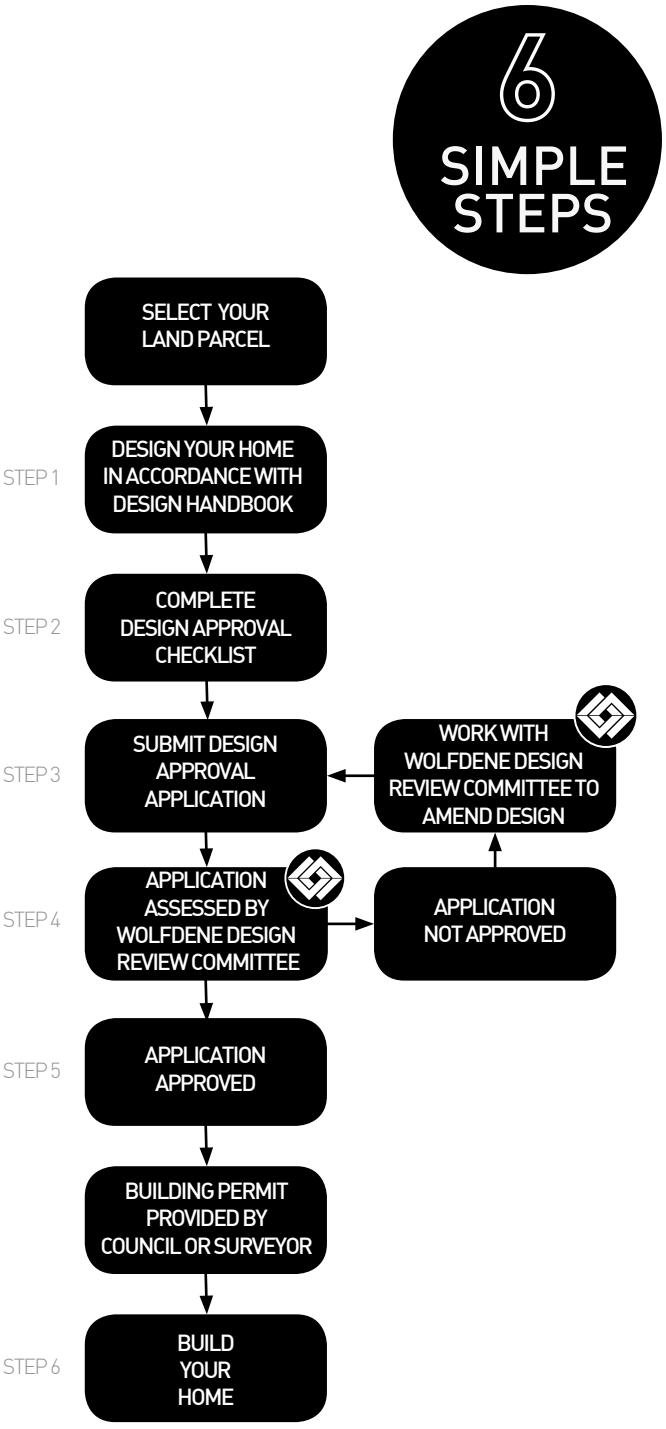
Upon receiving approval from the WDRC, you are responsible for then obtaining building approval from the Local Council / independent Building Surveyor and/or any other governing authority.

Prior to construction, it will be the purchasers responsibility to ensure that the submitted documents comply with all relevant controls, such as:

- Restrictions on Title found on the Plan of Subdivision;
- Memorandum of Common Provisions (MCP);
- Contracts of Sale;
- Relevant Buildings Code/s;
- Clause 54 of the Victorian Planning Scheme and all other planning and authority requirements; and
- The Design Handbook.

In the event of any conflict arising between the Plan of Subdivision, the Memorandum of Common Provisions, the Special Conditions within the Contract of Sale or the Design Handbook, the ranking in priority will be as follows:

1) Plan of Subdivision;
2) Memorandum of Common Provisions;
3) Special Conditions within the Contract of Sale;
4) Design Handbook.



04 DESIGN ELEMENTS
SITE PLANNING

4.0 Site Planning

4.1 Site Orientation & Solar Aspect

DESIGN INTENT

The key to designing your home to suit your lifestyle is ensuring that it is correctly sited and orientated to maximise the benefits of solar access and reduce energy consumption.

The correct location of your home on the lot will provide many advantages such as:

- Sustainable energy efficient designs that will lead to reduced resource consumption and result in cost savings on your energy bills;
- Maximising quality solar access to external/internal living areas and private open space; and
- Maximising solar access during winter months and minimising solar access during the summer months.

DESIGN STANDARDS	
4.1.1	Your home must achieve a minimum 6 star energy efficiency rating as legislated by the Building Code of Australia.
4.1.2	You must install either a water tank (min. 2000L capacity) or a solar generated hot water system.
4.1.3	Orientate your home to capture prevailing breezes and utilise potential cross ventilation and passive cooling in the summer months.
4.1.4	Ensure that your secluded private open space meets the space and location requirements according to Clause 54 of the Victorian Planning Provisions.

RECOMMENDATIONS

- Incorporate energy efficient appliances and fixtures in your home;
- Locate your living areas to maximise the solar aspect of your property; and
- It is encouraged that your home design goes beyond the requirements necessary to comply with the energy efficiency rating standards. For more information & tips please visit www.yourhome.gov.au or www.livingvictoria.vic.gov.au.

4.2 Setbacks

DESIGN INTENT

Setbacks are essential to ensure your home appropriately responds to its surrounds. Adherence to setbacks contributes to the visual appearance and quality of the streetscape and your neighbourhood.

DESIGN STANDARDS	
FRONT SETBACK	
4.2.1	A minimum of 4.0m and a maximum of 5.5m from the street.
4.2.2	Porches, verandahs and porticos less than 3.6m in height above natural ground level can encroach into the minimum front setback by up to 1.5m.
SIDE SETBACK	
4.2.3	All side setbacks must comply with Clause 54 of the Victorian Planning Provisions and as indicated on the building envelope plans.
WALL ON BOUNDARY	
4.2.4	Homes and garages may be built on the boundary in compliance with Clause 54 of the Victorian Planning Provisions and as indicated on the building envelope plans.
REAR SETBACK	
4.2.5	A minimum of 1.0m from the rear boundary unless indicated otherwise on the building envelope plans.
GARAGE SETBACK	
4.2.6	Garages must be setback at least 5.5m from primary property boundary and additionally, a minimum of 0.5m behind the front building line.

Note:
All dwelling setbacks must comply with Clause 54 (Victoria Planning Provisions, Particular Provisions) of the Victorian Planning Scheme (http://planningschemes.dpcd.vic.gov.au/) and any other governing authority/Council requirements.

RECOMMENDATIONS

- Planting within setbacks can be used to provide additional privacy to your home and outdoor living spaces.

4.3 Site Coverage

DESIGN INTENT

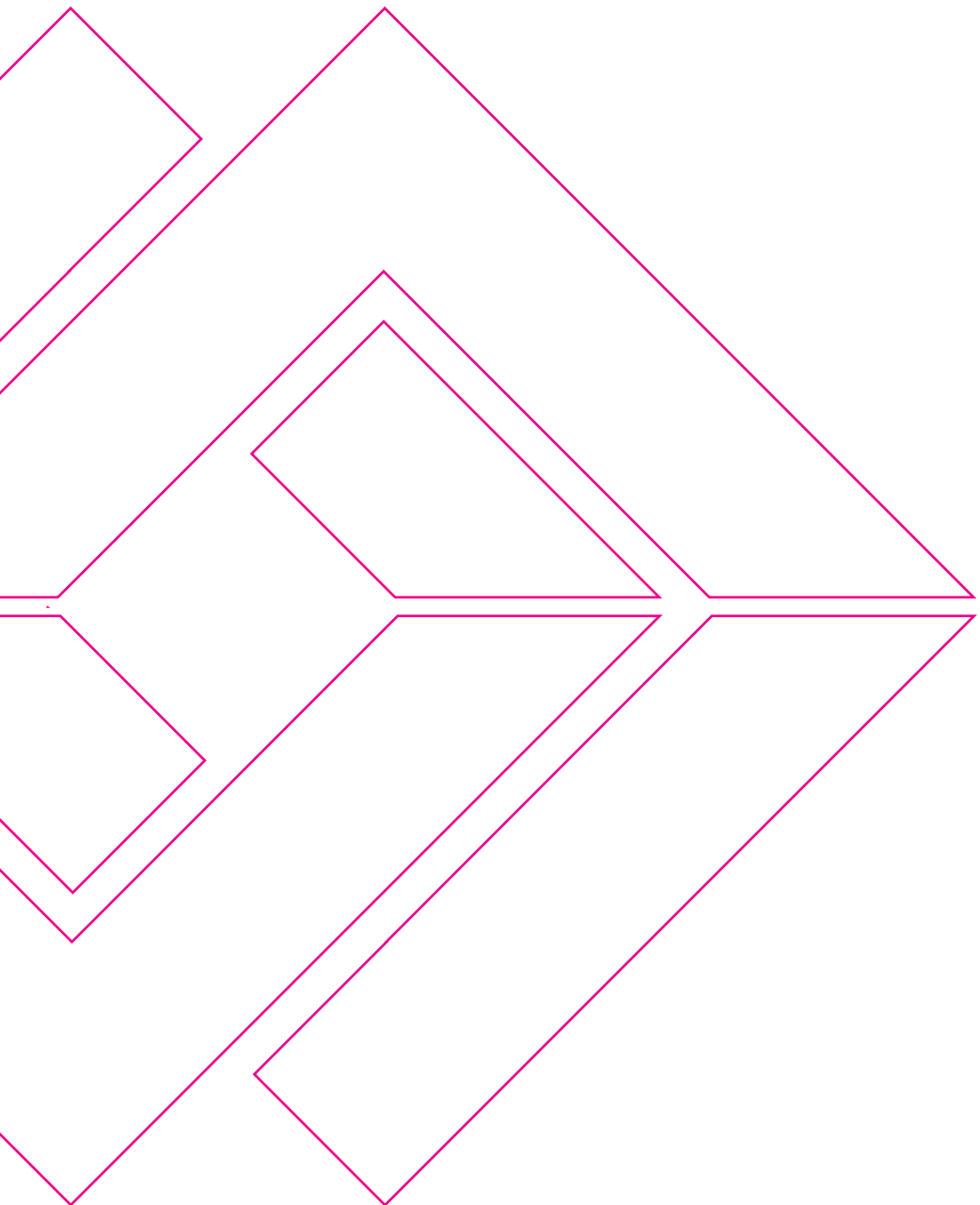
Site coverage controls ensure that dwellings are in proportion with lot sizes and minimise overshadowing and overlooking to adjoining properties.

DESIGN STANDARDS	
4.3.1	Total site coverage must not exceed 60%.
4.3.2	Dwellings on lots 300-400m^2 must have a minimum floor area of 110m^2.
4.3.3	Dwellings on lots 401-500m^2 must have a minimum floor area of 130m^2.
4.3.4	Dwellings on lots exceeding 501m^2 must have a minimum floor area of 160m^2.
4.3.5	Impervious materials must not cover more than 80% of the lot.
4.3.6	All dwelling heights must comply with the requirements of Clause 54 of the Victorian Planning Scheme (http://planningschemes.dpcd.vic.gov.au/) as well as any other governing authority requirements.

Note: Site coverage does not include unroofed decks, unroofed pergolas, unroofed verandahs, swimming pools or eaves, fascias and gutters with a total width of 500mm or less.

RECOMMENDATIONS

- Choose an appropriate sized lot and home that suits your lifestyle needs.



05 DESIGN ELEMENTS
HOME DESIGN

5.0 Home Design

5.1 Facade

DESIGN INTENT

Maintaining a consistent streetscape is important to ensure the character of the neighbourhood is protected. A contemporary architectural approach to the design of Your home will achieve this consistency.


5.1.3

DESIGN STANDARDS	
5.1.1	To avoid repetition within the streetscape, homes with identical facades are not to be built within three lots of each other (applicable for both sides of the street). Wolfdene Design Review Committee will assess each submission against any existing or recently approved homes.
5.1.2	Homes must be designed to address the street and provide windows to habitable rooms that overlook the street.
5.1.3	Your home must be contemporary in style and must not include external period decorative elements or features.
5.1.4	Meter boxes must not be located on front facade.
5.1.5	External windows and doors must not contain leadlight or stained glass features.
5.1.6	Security doors are permittted but must be a plain mesh screen. Decorative security doors will not be approved.
5.1.7	Roller shutters will not be permitted to windows.
5.1.8	The materials, colours and finish of your facade, door and window frames must adhere with all requirements of section 5.4 of this Design Handbook.

Note:
Provision 5.1.1 will not apply to integrated housing developments, terrace allotments less than 300m^2, or allotments as nominated by the Developer.

In the event of two applications request the same design, approval will be granted to the first application received.

Period reproduction styles and mixture of styles for example Victorian, Colonial, Federation or Edwardian etc are not considered to be contemporary Australian architectural character and therefore are not permitted.

RECOMMENDATIONS

- Take time to consider the design of your facade to ensure it positively contributes to the streetscape.

5.2 Roof Form

DESIGN INTENT

Roofs are a major element to your house design and they have a critical role in providing visual amenity to a street.

DESIGN STANDARDS	
5.2.1	Home's must provide a varied roof form that is simple in style and integrated with the overall building design.
5.2.2	The roof form of the garage must be complimentary to the house roof.
5.2.3	Eaves are strongly encouraged. Where eaves are included in the house design, they must be a minimum of 450mm.

RECOMMENDATIONS

- The provision of eaves on your home will add visual interest to your home whilst sheltering your home from the summer sun, improving the energy efficiency.







5.3 Entry

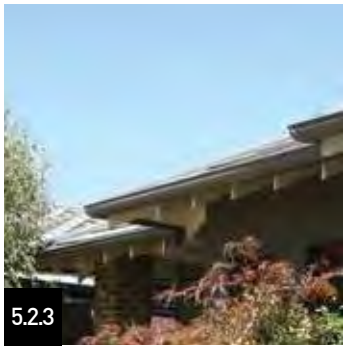
DESIGN INTENT

Entry features enhance the facade of your home and defines the entrance from the street.

DESIGN STANDARDS	
5.3.1	Entry features such as porches and veranda's must be incorporated in the design of your home.
5.3.2	Where used, portico structures must appear as an extension of the dwelling.

RECOMMENDATIONS

- Use designs that are contemporary in nature that compliment the style of your home; and
- The entry feature should be scaled in proportion to the rest of the dwelling.











5.4 External Materials, Finishes & Colour Palettes

DESIGN INTENT

Ensure that homes within the neighbourhood achieve a consistency in the materials and colours used to create a complimentary interface to the streetscape.

DESIGN STANDARDS	
5.4.1	Your facade design must include either: • 100% render with a minimum two tone colour palette; or • No less than 50% render with a minimum of two additional external building materials.
5.4.2	The materials and colours that have been used on the primary facade of your home, must extend to the side elevation for: • A minimum of 1.5m; or • The entire secondary facade for corner lots.
5.4.3	Gutters, fascias and downpipes must be consistent with or complementary to the colour scheme of the dwelling.
5.4.4	Roof material must be non-reflective and must be made of one of the following materials: • Matte finished powder coated metal roofing or similar; or • Matte finished low profile or slim-line terracotta or concrete tiles. Curved/ shaped roof tiles are not permitted.
5.4.5	Doors, window frames and any other cladding materials must also be consistent with or complementary to the colour scheme of the dwelling.
5.4.6	The colour palette that you select for your home must be consistent with the palette provided within this Design Handbook.



Note:
As part of the design approval process all exterior colours must be submitted with the application. The decision to approve or not approve a colour schedule is solely the decision of the Wolfdene Design Review Committee.

RECOMMENDATIONS

- Materials and products for your home should be sourced locally;
- The change of materials should be located where downpipes or other accepted treatments cover the joint;
- Homeowners and builders are encouraged to incorporate recycled or reused materials into the construction of your home; and
- Low emission materials should be used during the construction of your home.

BRICK PALETTE

Bricks must be of a contemporary colour and style. Alternatives may be approved by Wolfdene Design Review Committee if they are considered to be complementary to the overall dwelling design and the streetscape. Generally, red and golden coloured bricks will not be permitted.

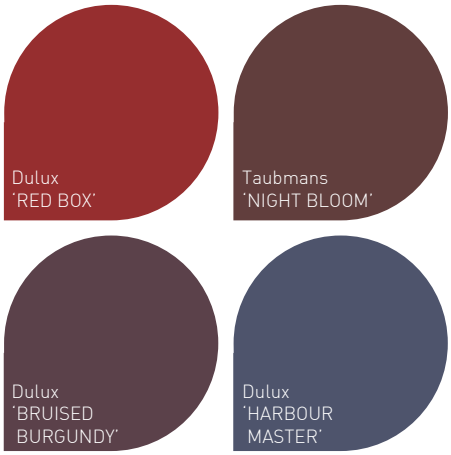


RENDER COLOUR PALETTE

Render colours must be consistent with those shown in the colour palettes, unless otherwise approved by Wolfdene Design Review Committee.

FEATURE RENDER COLOUR PALETTE

Feature render colours must be consistent with those shown in the colour palettes, unless otherwise approved by Wolfdene Design Review Committee.



ROOF COLORBOND PALETTE

Roof colours must be consistent with those shown in the colour palettes, unless otherwise approved by Wolfdene Design Review Committee.



ROOF TILE COLOUR PALETTE

Palette represents colours only. Other roof tile brands and colours are permitted.

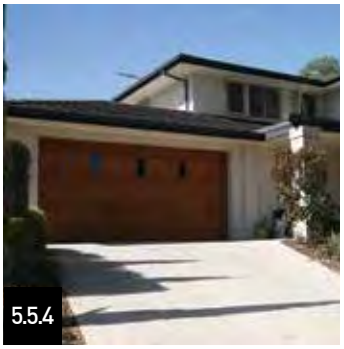


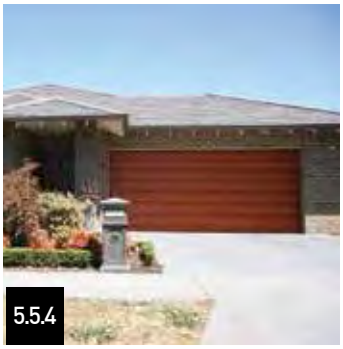
5.5 Garage

DESIGN INTENT

Garages are important features for both the home and street as the provide security and storage areas for the homeowner whilst reducing the amount of vehicles visible from the streetscape.

DESIGN STANDARDS	
5.5.1	Lock up vehicle accommodation in the form of an enclosed garage must be provided.
5.5.2	Garages must be setback a minimum of 0.5m behind the dwelling.
5.5.3	Garages must not be greater than 50% of the width of the facade and/or 6m in width, whichever is lesser.
5.5.4	Garage doors must be panel lift, sectional or a similar contemporary style. Roller doors will not be permitted.


5.5.4


5.5.4

RECOMMENDATIONS

- Additional storage space should be provided within the garage to minimise the need for additional outbuildings.

5.6 Corner Lots

DESIGN INTENT

It is important that corner lots address their prominent position in the streetscape while contributing to the creation of an attractive and safe living environment. It is essential that the home addresses both street frontages.

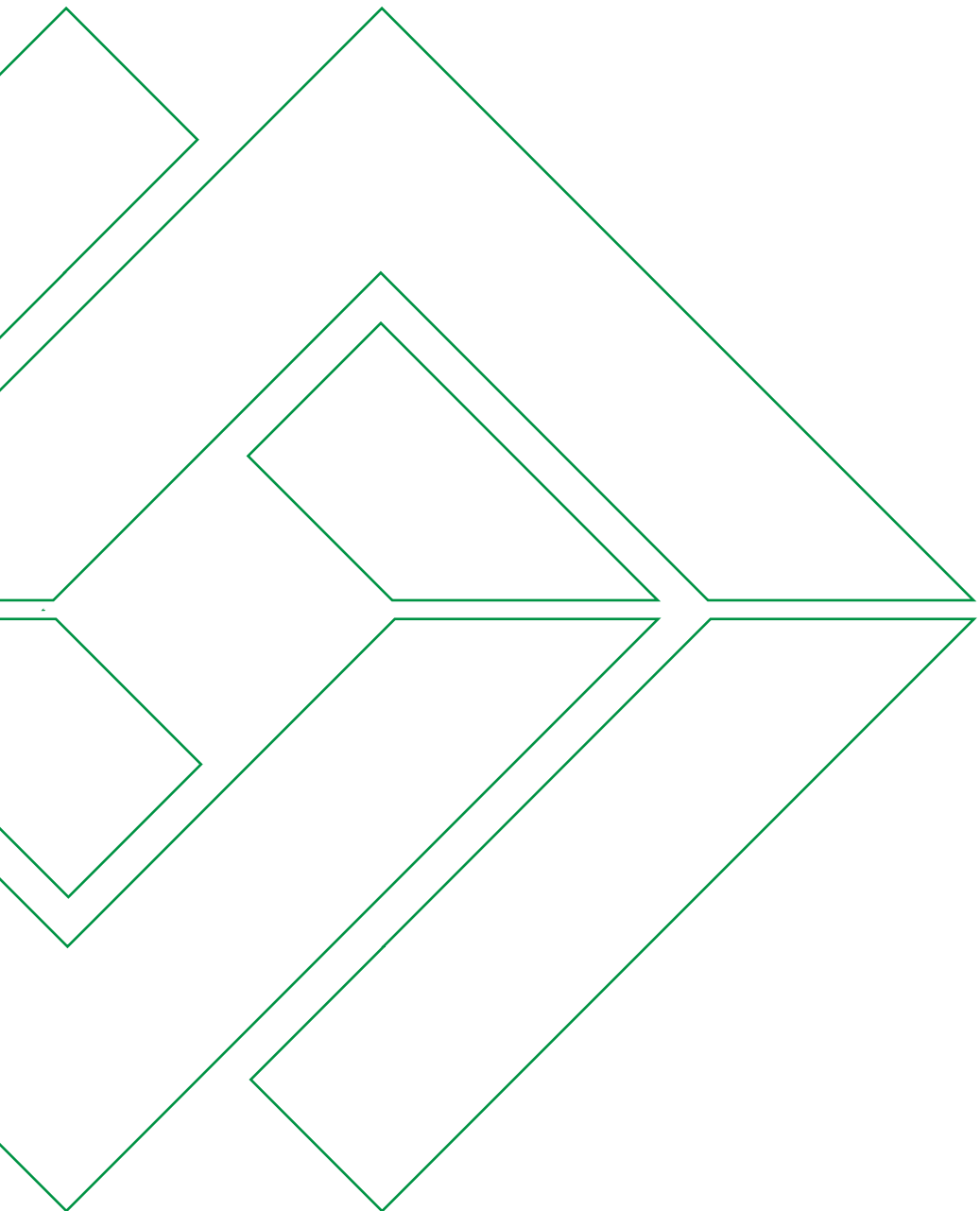
DESIGN STANDARDS	
5.6.1	Homes on corner lots must address both street frontages with habitable windows.
5.6.2	The secondary facade must replicate the materials, window treatments, embellishments and colour scheme of the primary facade.
5.6.3	The facade and entrance to the home must face the primary street frontage.
5.6.4	External services should not be visible from either street frontage.


5.6.4

Notes:
It will be at the discretion of Wolfdene Design Review Committee to determine acceptable corner treatment for each corner lot submission.

RECOMMENDATIONS

- Consider two-storey buildings on corner lots to provide scale to anchor the street corner.



06 DESIGN ELEMENTS LANDSCAPE

6.0 Landscape

6.1 Driveway

DESIGN INTENT

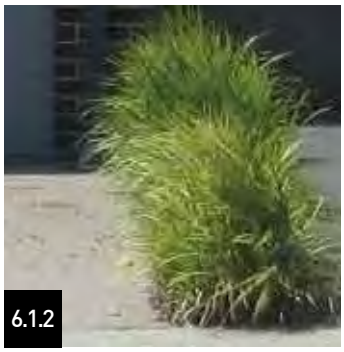
The appearance of your driveway should compliment your home and integrate with the house design. Driveways should not dominate the streetscape.

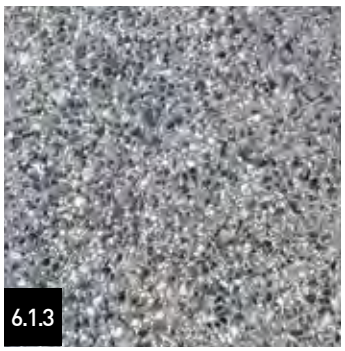
DESIGN STANDARDS	
6.1.1	Driveways must not dominate the streetscape.
6.1.2	Driveways must be setback at least 400mm from the nearest side boundary to allow for landscaping.
6.1.3	Driveways must be constructed of concrete with exposed aggregate and be grey in tone/colour. Any variation in materials must be approved by Wolfdene Design Review Committee. Plain concrete will not be permitted.
6.1.4	Driveways and pathways to the entrance of your home must be constructed prior to obtaining the Certificate of Occupancy.

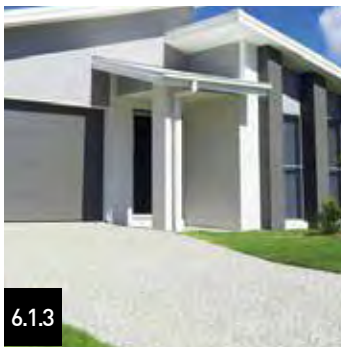
RECOMMENDATIONS

- Explore the use of permeable materials, such as porous paving, to introduce an additional texture to your front landscape, whilst reducing stormwater runoff; and
- Consider front landscaping irrigation requirements prior to the construction of your driveway.









6.2 Letterbox

DESIGN INTENT

Ensure the form and style of the letter-box compliments the design of the dwelling.

DESIGN STANDARDS	
6.2.1	Letterboxes must compliment your home in colour, design and material.
6.2.2	Single post/ornamental or temporary letterboxes are not permitted.
6.2.3	Letterboxes must be constructed on the front boundary adjacent to either the driveway or path with the house number clearly displayed.
6.2.4	Letterboxes must be installed prior to a Certificate of Occupancy being obtained.







6.3 Fencing

DESIGN INTENT

Fencing can play a key role in the overall appearance of your home from the street. It should be a secondary element to the home.

DESIGN STANDARDS	
FRONT FENCE	
6.3.1	No front fencing is permitted on conventional lots. Front fencing may be permitted for integrated housing sites and specific lots at the discretion of Wolfdene Design Review Committee.
SIDE & REAR FENCE	
6.3.2	Must be 1.8m in height and constructed of timber palings, with capping and exposed posts to both sides (as a minimum). Side fences must be setback a minimum of 1.0m behind the primary building facade.
6.3.3	No side fence will be permitted in front of the primary building facade.
CORNER LOT FENCE	
6.3.4	Fencing to the secondary street boundary must be setback a minimum of 3m behind the front building line of your home.
6.3.5	Solid fencing (less than 30% translucent) greater than 1.2m high must not exceed 40% of the secondary street frontage and be no greater than 1.8m in height.
6.3.6	Must be constructed of timber palings with capping and exposed posts to both sides (as a minimum). Fencing must be painted in a colour that compliments your home.
6.3.7	The design of side fencing on a corner lot requires the approval of Wolfdene Design Review Committee.
WING FENCE	
6.3.8	Wing fencing must be constructed from horizontal timber slats or similar, to a height of 1.8m. Any variation in materials must be approved by Wolfdene Design Review Committee.

Applicable to all fencing, any variation in materials must be approved by Wolfdene Design Review Committee.

RECOMMENDATIONS

- Semi-transparent fencing is encouraged along the secondary street boundary for corner lots; and
- Front fencing is not permitted, but landscaping or hedges can be planted to clearly define your front yard.

6.4 External Structures & Services

DESIGN INTENT

The location of services should be incorporated into your home design to ensure that they are screened from public view to avoid a negative visual impact on the street.

DESIGN STANDARDS	
ADDITIONAL BUILDINGS	
6.4.1	Sheds, if necessary, will be permitted where they are screened from public view. A maximum floor area of 20m^2 is permitted, unless sufficient justification can be made to Wolfdene Design Review Committee, in which case sheds will be assessed on their merits.
6.4.2	Shed height must not exceed 2.4m at the perimeter, and 3.0m at the ridgeline of the roof.
6.4.3	Sheds must be constructed of an appropriate, non-reflective material. Materials used should be consistent with those of dwelling.
6.4.4	Any proposed pergolas, decks or other extensions must be submitted to Wolfdene Design Review Committee for approval.
6.4.5	Carports may be permitted if located out of public view.
SERVICES	
6.4.6	Air conditioners are to be located below the eaves line and screened from public view.
6.4.7	Evaporative cooling units must not be visible from the street and the highest point of the unit must not exceed the peak ridge of the roof of the dwelling.
6.4.8	Satellite dishes must be positioned so they are not visible from the street.
6.4.9	Solar panels should be located out of public view. In the case that the most efficient position is within public view, solar panels will be assessed by Wolfdene Design Review Committee in regards to form and scale.
6.4.10	Provisions must be made for the storage of rubbish and recycling bins in areas that are accessible but not within public view.
6.4.11	Clotheslines must be located out of public view.
6.4.12	Rainwater tanks, hot water units, ducted heating units and similar services must also be screened or out of public view.

Note:
For corner lots, the above mentioned externally mounted units (not including solar panels) must not be mounted on the secondary street frontage side.

Please refer to the Plan of Subdivision for other restrictions for your property.

6.5 Site Management & Maintenance

DESIGN INTENT

To ensure all allotments within the development are maintained in line with the intended quality of built form and the overall vision for the community.

DESIGN STANDARDS	
HEAVY VEHICLES	
6.5.1	Trucks or commercial vehicles (greater than 1 tonne), recreational vehicles (e.g. boats and caravans) shall be out of public view when parked or stored.
MAINTENANCE	
6.5.2	The Purchaser shall not allow any rubbish including site excavations and building materials to accumulate on a lot unless the rubbish is neatly stored in a suitably sized industrial bin or skip.
6.5.3	The purchaser must not allow excessive growth of grass or weeds upon the lots.
6.5.4	Bins must be removed from the street on the same day as the scheduled collection day.
SIGNS & ADVERTISING	
6.5.5	No advertising signs including 'For Sale' or 'For Lease' signs may be erected by the Purchaser at any time.
6.5.6	Builder's signs may be permitted (600mm^2 maximum) during construction only and must be removed on completion of building works or may remain with the Developer's written permission.
6.5.7	No signs shall be erected on vacant lots.
6.5.8	Advertising signs are not permitted.

Note:
If the Purchaser does not comply within 14 days of receiving a written notice then the Purchaser shall be liable to reimburse the Developer of all costs, including administration costs incurred in the removal of such materials.

The above signage and advertising restrictions do not apply to the developer who may erect signage as appropriate.

6.6 Front Landscaping

DESIGN INTENT

A key feature of your neighbourhood will be the quality of landscaped parks, gardens and streetscapes. Appropriate front garden design and plant selection contribute to the overall neighbourhood character.

DESIGN STANDARDS	
6.6.1	Your garden must include indigenous plant species that are drought resilient (see following plant list for preferred tree and plant species).
6.6.2	Front landscaping must be completed within 30 days of receiving your Certificate of Occupancy.
6.6.3	At least 50% of front landscaping (excluding driveways and paths) must be of a permeable surface using materials such as pebbles, sand, mulch and/or bark.
6.6.4	Any retaining walls within public view are limited to a height of 0.5m and must be constructed using materials such as tiles or timber that will enhance the landscaping theme.
FRONT LANDSCAPING MINIMUM REQUIREMENTS	
6.6.5	1 x semi–advanced tree 1.5m height at installation.
6.6.6	1 x large shrub from a 300mm pot size at installation.
6.6.7	5 x medium shrubs from a 200mm pot size.
6.6.8	25 x small shrubs / tall tussocks from a 150mm pot size.
6.6.9	35 x groundcover plants / small tussocks plants from 150mm pot size at installation.
6.6.10	Where grass is used, a 'warm season' grass such as Kykuyu, Buffalo or Couch is selected.
6.6.11	Where mulch is used it must be natural in colour. Coloured mulch will not be approved.
6.6.12	Where rocks, stones and pebbles are used, they must be natural in colour.

Note:
A Landscaping Plan must be submitted as part of your home design application.

Regular inspections will be undertaken to ensure that landscaping has been completed within the required time. Should your landscaping not be completed within the specified time, action may be taken to have this requirement met at the owners cost.
Front landscaping must be maintained to an acceptable level at all times. This will also be monitored by regular inspections.

RECOMMENDATIONS

- Choose a garden which will most suit your lifestyle. Consider the level of care and maintenance you would like to contribute to the garden. Also consider how you will use this space.
- Consider paths and access requirements in the design of your front landscape.
- Front landscaping is encouraged to be environmentally sensitive by utilising appropriate drought tolerant plants, organic mineral mulches and drip irrigation systems.

6.6 Front Landscaping (continued)

The following pages outline a selection of mulches, trees, plants, tussocks and ground covers that have been chosen to complement the streets and parks of your neighbourhood. These are the preferred varieties that are to be used in your front garden landscaping.

MULCHES:
Applying a 75mm mulch layer to a garden bed helps minimise weeds and reduces water usage by minimising evaporation. Only natural coloured mulches will be accepted. Coloured mulches will not be approved.



PEBBLES, ROCKS AND STONES:

Pebbles, rocks and stones are an alternative to lawn and can be used to highlight different landscaped areas. Sand and stones can be used as a feature or path and are a good alternative to hard impervious surfaces such as concrete.

Materials such as red or black rock / scoria will not be accepted. Only natural coloured materials will be accepted.



TREES			
Botanical Name	**Common Name**	**H**	**W**
Acacia floribunda	Gossamer Wattle	6	4.5
Acacia pycnantha	Golden Wattle	8	4.5
Acmena smithii	Lilly Pilly	15	4
Agonis flexuosa 'After Dark'	Willow Myrtle	10	5
Banksia integrifolia	Coast Banksia	6-8	3-5
Callistemon viminalis	Weeping Bottlebrush	6	4
Eucalyptus caesia 'Silver Princess'	Gungurru	3-8	3-5
Eucalyptus forrestiana	Fuchsia Gum	4-5	3-4
Eucalyptus leucoxylon 'Eukie Dwarf'	Dwarf Yellow Gum	6	6
Fortunella margarita	Cumquat	3	4
Hymenosporum flavum	Native Frangipani	7	4
Lagerstroemia indica - cultivars	Crepe Myrtle	6	5
Olea europaea	Olive	6	6
Pyrus calleryana 'Bradford'	Callery Pear	10	8
Syzygium australe	Brush Cherry	7-10	5
Tristaniopsis laurina	Kanooka	6-15	4


Lilly Pilly


Cumquat


Kanooka


Callery Pear


Olive


Gungurru


Weeping Bottle Brush


Brush Cherry

LARGE SHRUBS			
Botanical Name	**Common Name**	**H**	**W**
Acmena Smithii var minor 'Hot Flush'	Dwarf Lilly Pilly	3	2
Callistemon Citrinus	Red Bottlebursh	2-4	2-3
Dodonaea Viscosa 'Purpurea'	Purple Hop Bush	3	3
Viburnum Tinus	Laurustinus	3	2
SMALL SHRUBS			
Acacia Cognata 'Limelight'	Acacia Limelight	0.5	1
Agonis Flexuosa 'Nana'	Dwarf Willow Myrtle	1.5	1.5
Banksia spinulosa 'Birthday Candles'	Hairpin Banksia Birthday Candles	0.5-1	1-1.5
Callistemon Viminalis 'Captain Cook'	Bottlebrush	1-2	1-1.5
Cistus x Purpureus 'Brillancy'	Brilliancy Rock Rose	1	1
Correa Alba	White Correa	1.5	1
Correa 'Dusky Bells'	Dusky Bells Correa	0.6	1
Grevillea Rosmarinifolia 'Pink Pixie'	Grevillea	0.8-1	1-1.4
Hebe 'Icing Sugar'	Pink/White Veronica	0.7	1
Kniphofia Uvaria	Red Hot Poker	1	0.5
Lavandula Angustifolia	Lavender	0.45	0.6
Melaleuca Hypericifolia 'Ulladulla Beacon'	Prostrate Red Honey Myrtle	0.3-0.6	1-2
Nandina domestica 'Nana'	Dwarf Japanese Sacred Bamboo	0.5	0.5
Pimelea Ferruginea	Pink Rice Flower	1	2
Plumbago Auriculata	Plumbago	2	1.5
Rosmarinus Officinalis	Rosemary	1.5	1.5
Strelitzia Reginae	Bird of Paradise	1.8	1
Westringia Fruticosa	Coastal Rosemary	1.5	4
Westringia fruticosa 'Smokey'	Grey Leaf Australian Rosemary	0.6-0.9	1.2-1.8


Laurustinus


Purple Hop Bush


Brilliancy Rock Rose


Dwarf Willow Myrtle


Acacia Limelight


Dusky Bells Correa


Grevillea Pink Pixie


Pink/ White Veronica


Red Hot Poker


Dwarf Sacred Bamboo

TUSSOCKS AND GROUND COVERS			
Botanical Name	**Common Name**	**H**	**W**
Ajuga Australis	Australian Bugle	0.2	0.3
Anigozanthos Flavidus	Tall Kangaroo Paw	1.0	2.0
Anigozanthos 'Ranger'	Deep Red Kangaroo Paw	0.7	0.4
Arctotis 'Red Magic'	African Daisy	0.3	0.3
Brachyscome Multifida	Cut Leaf Daisy	0.2	0.3
Carex Buchananii	Leatherleaf sedge	0.7	0.9
Dianella Caerulea 'Cassa Blue'	Blue Flax Lilly	0.4	0.4
Dianella Tasmanica	Flax Lilly	0.45	0.6
Dietes Bicolor	Spanish Iris	0.8	0.6
Dietes Grandiflora	Wild Iris	1	1
Erigeron Karvinskianus	Seaside Daisy	0.5	1
Felicia Amelloides	Blue Margueritte	0.6	1
Gazania Rigens 'Fiesta Red'	Gazania	0.2	0.25
Grevillea Alpina	Mountain Grevillea	1	1.2
Lirope muscari 'Evergreen Giant'	Lily Turf	0.3	0.45
Lomandra Confertifolia spp Rubiginosa 'Seascape'	Dwarf Lomandra	0.5	0.7
Lomandra longifolia 'Tanika'	Fine-Leafed Tanika Mat Rush	0.5-0.7	0.8
Myoporum Parvifolium	Creeping Boobialla	0.1-0.3	1.5-2
Phormium Tenax 'Baby Bronze'	Bronze Baby NZ Flax	0.5	0.5
Phormium Tenax 'Purpurea'	Purple NZ Flax	1.5	1
Rosmarinus Officinalis Prostrate	Prostrate Rosemary	0.3	1-1.5
Sedum Spectabile 'Iceberg'	Ice Plant	0.5	0.6


Tall Kangaroo Paw


African Daisy - Red Magic


Leatherleaf Sedge


Spanish Iris


Dwarf Lomandra


Creeping Boobialla


Bronze Baby NZ Flax


Purple NZ Flax


Prostrate Rosemary


Ice Plant

7.0 Design Assessment Submission

The Wolfdene Design Review Committee (WDRC) may request the applicant to provide fully compliant and authority approved overshadowing and overlooking diagrams for double storey dwellings as part of their submission requirements.

Applications to the WDRC will only be reviewed if all the requirements have been submitted. Approval will not be granted on part application. If any design changes are made after the WDRC approval, all documentation must be resubmitted for approval. Only a fully scaled set of application documents will be considered upon final submission to WDRC.

The decision to approve or not approve an application is solely the decision of the WRDC.

The WDRC will endeavor to assess proposals within 14 days of receipt of a fully compliant application.

In order to make the approval process as efficient as possible for applicants, WDRC only accepts submissions via email.

Please complete and submit the Design Assessment Checklist, Application Form (see following page) and relevant documents to:

design@wolfdene.com.au

Documents must be submitted in pdf format, with the maximum size limit per email being 10MB. You must name the subject of your email appropriately, including the lot number and street name.

DESIGN ASSESSMENT APPLICATION FORM

PROPERTY DETAILS	
Lot Number:	Address:
Builder:	
Home Design Name:	
Facade Name:	

OWNERS DETAILS
Name(s):
Address:
Home:
Business:
Mobile:
Email:

BUILDERS DETAILS
Name(s):
Address:
Home:
Business:
Mobile:
Email:

ATTACHMENTS	
☐ **SITE PLAN(S)** (MIN. SCALE 1:200)	Must indicate all boundary setback dimensions, building envelopes, total site coverage and floor areas, north point, vehicle crossover, driveway, fencing details, any proposed outbuildings and/or retaining walls.
☐ **FLOORPLAN** (MIN. SCALE 1:100)	Must indicate key dimensions, window positions and roof plan.
☐ **ELEVATIONS** (MIN. SCALE 1:100)	Must include all 4 elevations and indicate building heights, finished floor to ceiling levels, roof pitch, eaves depth, external finishes, location of external services, existing ground levels and any excavation, fill and proposed finished ground levels. (Alternatively, some of the above information can be indicated on a cross section at a minimum scale of 1:100). Note: Plans & elevations must also be submitted for any proposed decking, pergolas, patios, carports, sheds, swimming pools, BBQ areas or similar.
☐ **SCHEDULE OF MATERIALS & FINISHES**	Must indicate the all proposed materials and finishes for the dwelling, letterbox & driveway and include brands, colour names and colour swatches.
☐ **LANDSCAPE PLAN**	
☐ **DESIGN ASSESSMENT CHECKLIST**	
☐ **ENERGY RATING ASSESSMENT**	

SIGNATURE OF APPLICANT	
I/we believe that the submission documents comply with the Saratoga Design Handbook and covenants, as well as all relevant Building Codes and governing authority/Council requirements	
Signature:	Date:

DESIGN ASSESSMENT CHECKLIST

(Please tick the box to show that you acknowlege the standard and that the design acheives the standard where applicable).

REF.	DESIGN STANDARD	ACKNOWLEDGE STANDARD	ACHIEVES STANDARD
DESIGN ELEMENT - SITE PLANNING			
4.1 SITE ORIENTATION & SOLAR ASPECT			
4.1.1	Your home must achieve a minimum 6 star energy efficiency rating as legislated by the Building Code of Australia.	☐	☐
4.1.2	You must install either a water tank (min. 2000L capacity) or a solar generated hot water system.	☐	☐
4.1.3	Orientate your home to capture prevailing breezes and utilise potential cross ventilation and passive cooling in the summer months.	☐	☐
4.1.4	Ensure that your secluded private open space meets the space and location requirements according to Clause 54 of the Victorian Planning Provisions.	☐	☐
4.2 SETBACKS			
FRONT SETBACK			
4.2.1	A minimum of 4.0m and a maximum of 5.5m from the street.	☐	☐
4.2.2	Porches, verandahs and porticos less than 3.6m in height above natural ground level can encroach into the minimum front setback by up to 1.5m.	☐	☐
SIDE SETBACK			
4.2.3	All side setbacks must comply with Clause 54 of the Victorian Planning Provisions and as indicated on the building envelope plans.	☐	☐
WALL ON BOUNDARY			
4.2.4	Homes and garages may be built on the boundary in compliance with Clause 54 of the Victorian Planning Provisions and as indicated on the building envelope plans.	☐	☐
REAR SETBACK			
4.2.5	A minimum of 1.0m from the rear boundary unless indicated otherwise on the building envelope plans.	☐	☐
GARAGE SETBACK			
4.2.6	Garages must be setback at least 5.5m from primary property boundary and additionally, a minimum of 0.5m behind the front building line.	☐	☐
4.3 SITE COVERAGE			
4.3.1	Total site coverage must not exceed 60%.	☐	☐
4.3.2	Dwellings on lots 300-400m^2 must have a minimum floor area of 110m^2.	☐	☐
4.3.3	Dwellings on lots 401-500m^2 must have a minimum floor area of 130m^2.	☐	☐
4.3.4	Dwellings on lots exceeding 501m^2 must have a minimum floor area of 160m^2.	☐	☐
4.3.5	Impervious materials must not cover more than 80% of the lot.	☐	☐
4.3.6	All dwelling heights must comply with the requirements of Clause 54 of the Victorian Planning Scheme (http://planningschemes.dpcd.vic.gov.au/) as well as any other governing authority requirements.	☐	☐
DESIGN ELEMENT - HOME DESIGN			
5.1 FACADE			
5.1.1	To avoid repetition within the streetscape, homes with identical facades are not to be built within three lots of each other (applicable for both sides of the street). WDRC will assess each submission against any existing or recently approved homes.	☐	☐
5.1.2	Homes must be designed to address the street and provide windows to habitable rooms that overlook the street.	☐	☐
5.1.3	Your home must be contemporary in style and must not include external period decorative elements or features.	☐	☐
5.1.4	Meter boxes must not be located on front facade.	☐	☐
5.1.5	External windows and doors must not contain leadlight or stained glass features.	☐	☐
5.1.6	Security doors are permitted but must be a plain mesh screen.	☐	☐

REF.	DESIGN STANDARD	ACKNOWLEDGE STANDARD	ACHIEVES STANDARD
5.1.7	Roller shutters will not be permitted to windows.	☐	☐
5.1.8	The materials, colours and finish of your facade, door and window frames must adhere with all requirements of section 5.4 of this Design Handbook.	☐	☐
5.2 ROOF FORM			
5.2.1	Home's must provide a varied roof form that is simple in style and integrated with the overall building design.	☐	☐
5.2.2	The roof form of the garage must be complimentary to the house roof.	☐	☐
5.2.3	Where eaves are included in the house design, they must be a minimum of 450mm.	☐	☐
5.3 ENTRY			
5.3.1	Entry features such as porches and veranda's must be incorporated in the design of your home.	☐	☐
5.3.2	Where used, portico structures must appear as an extension of the dwelling.	☐	☐
5.4 EXTERNAL MATERIALS, FINISHES & COLOUR PALETTES			
5.4.1	Your facade design must include either: • 100% render with a minimum two tone colour palette; or • No less than 50% render with a minimum of two additional external building materials.	☐	☐
5.4.2	The materials and colours that have been used on the primary facade of Your home, must extend to the side elevation for: • A minimum of 1.5m; or • The entire secondary facade for corner lots.	☐	☐
5.4.3	Gutters, fascias and downpipes must be consistent with or complementary to the colour scheme of the dwelling.	☐	☐
5.4.4	Roof material must be non-reflective and must be made of one of the following materials: Matte finished powder coated metal roofing or similar; or Matte finished low profile or slim-line terracotta or concrete tiles.	☐	☐
5.4.5	Doors, window frames and any other cladding materials must also be consistent with or complementary to the colour scheme of the dwelling.	☐	☐
5.4.6	The colour palette that you select for your home must be consistent with the palette provided within this Design Handbook.	☐	☐
5.5 GARAGE			
5.5.1	Lock up vehicle accommodation in the form of an enclosed garage must be provided.	☐	☐
5.5.2	Garages must be setback a minimum of 0.5m behind the dwelling.	☐	☐
5.5.3	Garages must not be greater than 50% of the width of the facade and/or 6m in width, whichever is lesser.	☐	☐
5.5.4	Garage doors must be panel lift, sectional or a similar contemporary style. Roller doors will not be permitted.	☐	☐
5.6 CORNER LOTS			
5.6.1	Homes on corner lots must address both street frontages with habitable windows.	☐	☐
5.6.2	The secondary facade must replicate the materials, window treatments, embellishments and colour scheme of the primary facade.	☐	☐
5.6.3	The facade and entrance to the home must face the primary street frontage.	☐	☐
5.6.4	External services should not be visible from either street frontage.	☐	☐
DESIGN ELEMENT - LANDSCAPE			
6.1 DRIVEWAY			
6.1.1	Driveways must not dominate the streetscape.	☐	☐
6.1.2	Driveways must be setback at least 400mm from the nearest side boundary to allow for landscaping.	☐	☐
6.1.3	Driveways must be constructed of concrete with exposed aggregate and be grey in tone/colour.	☐	☐

REF.	DESIGN STANDARD	ACKNOWLEDGE STANDARD	ACHIEVES STANDARD
6.1.4	Driveways and pathways to the entrance of your home must be constructed prior to obtaining the Certificate of Occupancy.	☐	N/A
6.2 LETTERBOX			
6.2.1	Letterboxes must compliment your home in colour, design and material.	☐	☐
6.2.2	Single post/ ornamental or temporary letterboxes are not permitted.	☐	☐
6.2.3	Letterboxes must be constructed on the front boundary adjacent to either the driveway or path with the house number clearly displayed.	☐	☐
6.2.4	Letterboxes must be installed prior to a Certificate of Occupancy being obtained.	☐	N/A
6.3 FENCING			
FRONT FENCE			
6.3.1	No front fencing is permitted on conventional lots. Front fencing may be permitted for integrated housing sites and specific lots at the discretion of WDRC.	☐	☐
SIDE & REAR FENCE			
6.3.2	Must be 1.8m in height and constructed of timber palings, with capping and exposed posts to both sides (as a minimum.) Side fences must be setback a minimum of 1.0m behind the primary building facade.	☐	☐
6.3.3	No side fence will be permitted in front of the primary building facade.	☐	☐
CORNER LOT FENCE			
6.3.4	Fencing to the secondary street boundary must be setback a minimum of 3m behind the front building line of your home.	☐	☐
6.3.5	Solid fencing (less than 30% translucent) greater than 1.2m high must not exceed 40% of the secondary street frontage and be no greater than 1.8m in height;	☐	☐
6.3.6	Must be constructed of timber palings with capping and exposed posts to both sides (as a minimum). Fencing must be painted in a colour that compliments your home.	☐	☐
6.3.7	The design of side fencing on a corner lot requires the approval of WDRC	☐	N/A
WING FENCE			
6.3.8	Wing fencing must be constructed from horizontal timber slats or similar, to a height of 1.8m. Any variation in materials must be approved by WDRC.	☐	☐
6.4 EXTERNAL STRUCTURE & SERVICES			
ADDITIONAL BUILDINGS			
6.4.1	Sheds, if necessary, will be permitted where they are screened from public view. A maximum floor area of 20m^2 is permitted, unless sufficient justification can be made to WDRC, in which case sheds will be assessed on their merits.	☐	☐
6.4.2	Shed height must not exceed 2.4m at the perimeter, and 3.0m at the ridgeline of the roof.	☐	☐
6.4.3	Sheds must be constructed of an appropriate, non-reflective material. It is encouraged that the materials used are consistent with those of dwelling.	☐	☐
6.4.4	Any proposed pergolas, decks or other extensions must be submitted to WDRC for approval.	☐	N/A
6.4.5	Carports may be permitted if located out of public view.	☐	☐
SERVICES			
6.4.6	Air conditioners are to be located below the eaves line and screened from public view.	☐	☐
6.4.7	Evaporative cooling units must not be visible from the street and the highest point of the unit must not exceed the peak ridge of the roof of the dwelling.	☐	☐
6.4.8	Satellite dishes must be positioned so they are not visible from the street.	☐	☐
6.4.9	Solar panels should be located out of public view. In the case that the most efficient position is within public view, solar panels will be assessed by WDRC in regards to form and scale.	☐	☐
6.4.10	Provisions must be made for the storage of rubbish and recycling bins in areas that are accessible but not within public view.	☐	☐
6.4.11	Clotheslines must be located out of public view.	☐	☐

REF.	DESIGN STANDARD	ACKNOWLEDGE STANDARD	ACHIEVES STANDARD
6.4.12	Rainwater tanks, hot water units, ducted heating units and similar services must also be screened or out of public view.	☐	☐
6.5 SITE MANAGEMENT & MAINTENANCE			
HEAVY VEHICLES			
6.5.1	Trucks or commercial vehicles (greater than 1 tonne), recreational vehicles (e.g.boats and caravans) shall be out of public view when parked or stored.	☐	N/A
MAINTENANCE			
6.5.2	The Purchaser shall not allow any rubbish including site excavations and building materials to accumulate on a lot unless the rubbish is neatly stored in a suitably sized industrial bin or skip.	☐	N/A
6.5.3	The purchaser must not allow excessive growth of grass or weeds upon the lots.	☐	N/A
6.5.4	Bins must be removed from the street on the same day as the scheduled collection day.	☐	N/A
SIGNS & ADVERTISING			
6.5.5	No advertising signs including 'For Sale' or 'For Lease' signs may be erected by the Purchaser at any time.	☐	N/A
6.5.6	Builder's signs may be permitted (600mm^2 maximum) during construction only and must be removed on completion of building works or may remain with the Developer's written permission.	☐	N/A
6.5.7	No signs shall be erected on vacant lots.	☐	N/A
6.5.8	Advertising signs are not permitted.	☐	N/A
6.6 FRONT LANDSCAPING			
6.6.1	Your garden must include indigenous plant species that are drought resilient.	☐	☐
6.6.2	Front landscaping must be completed within 30 days of receiving your Certificate of Occupancy.	☐	N/A
6.6.3	At least 50% of front landscaping (excluding driveways and paths) must be of a permeable surface using materials such as pebbles, sand, mulch and/or bark.	☐	☐
6.6.4	Any retaining walls within public view are limited to a height of 0.5m and must be constructed using materials such as tiles or timber that will enhance the landscaping theme.	☐	☐
FRONT LANDSCAPING MINIMUM REQUIREMENTS			
6.6.5	1 x semi–advanced tree 1.5m height at installation.	☐	☐
6.6.6	1 x large shrub from a 300mm pot size at installation.	☐	☐
6.6.7	5 x medium shrubs from a 200mm pot size.	☐	☐
6.6.8	25 x small shrubs / tall tussocks from a 150mm pot size.	☐	☐
6.6.9	35 x groundcover plants / small tussocks plants from 150mm pot size at installation.	☐	☐
6.6.10	Where grass is used, a 'warm season' grass such as Kykuyu, Buffalo or Couch is selected.	☐	☐
6.6.11	Where mulch is used it must be natural in colour. Coloured mulch will not be approved.	☐	☐
6.6.12	Where rocks, stones and pebbles are used, they must be natural in colour.	☐	☐



Wolfdene

Disclaimer: While best endeavours have been used to provide information in this publication that is true and accurate, Wolfdene and related entities accept no responsibility and disclaim all liability in respect to any errors or inaccuracies it may contain. Prospective purchasers should make their own inquiries to verify the information contained herein.

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Recreational Facilities Agreement

Saratoga Club Properties Pty Ltd ACN 611 371 549
as trustee of The Saratoga Club Property Fund

and

Owners Corporation No. 1 PS643122Y

Interstate offices
Canberra Sydney

Affiliated offices around the world through the Advoc network - www.advoc.com

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Schedule 1

1.	**Operator:**	Saratoga Club Properties Pty Ltd ACN 611 371 549 as trustee for The Saratoga Club Property Fund
2.	**Owners Corporation:**	Owners Corporation No. 1 PS6431224 of
3.	**Commencement Date:**	45 days after the Operator provides the notice required under clause 2.2.1
4.	**Term:**	33 years
5.	**Further Term(s)**	2 further terms of 33 years each
6.	**Fee:**	$1,009,800 per annum unless varied in accordance with clause 5.3
7.	**Authorised Times:**	Pool: Mon to Fri: 10 am to 5 pm Sat and Sun: 10 am to 5 pm Gymnasium: Mon to Fri: 10 am to 5 pm Sat and Sun: 10 am to 5 pm

Recreational Facilities Agreement

Dated

Parties

Operator

Owners Corporation

Background

A. The Operator is responsible for the care, control and management of the Recreation Centre.

B. The Operator has agreed to provide access to the Recreational Facilities in the Recreation Centre to the Owners Corporation and the Owners Corporation has agreed to accept access to and use of the facilities on the terms and conditions as set out in this Agreement.

The parties agree

1. Definitions

1.1 Definitions

In this document unless expressed or implied to the contrary:

Additional Services means the services listed in Attachment 2 or as notified by the Operator to the Owners Corporation from time to time.

Agreement means this Agreement including the Schedules and Annexures.

Annexure means an annexure to this Agreement.

Authorised Times means the times noted in Item 7 or as notified by the Operator to the Owners Corporation from time to time in writing.

Business Day means Monday to Friday excluding public holidays in Victoria.

Commencement Date means the date of commencement of the Term as set out in in Item 3 as modified by clause 2.2.1.

Development means all the land in the Plan and known as Saratoga.

Fee means the fees of the Operator for provision of the services of the Recreational Facilities as specified in Item 6.

Force Majeure means events or occurrences beyond the control of the parties including:

(a) war, terrorism, revolution, insurrection, riot or invasion;

(b) earthquake, fire, cyclones, lightening, winds or other acts of God;

(c) industrial relations or strikes; or

(d) weather sufficiently inclement to prevent the Developer and/or its builder from proceeding with the Developer's Works.

Further Term means the term of this Agreement granted as a result of the exercise by the Operator of an option contained in this Agreement for renewal of the Term.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

GST Law has the meaning given to that term in the GST Act and words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

Independent Expert means the person appointed under clause 5.4.5 to resolve or determine any Fee dispute.

Insolvency Event means any of the following events:

(a) a party becomes insolvent;

(b) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a party or a party enters into a scheme of arrangement with its creditors or is wound up;

(c) a party assigns any of its property for the benefit of creditors or any class of them;

(d) an encumbrance takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale; or

(e) a distress, attachment or other execution is levied or enforced against a party in excess of $10,000.00.

Item means an item in Schedule 1.

Land means Lot 1251, being part of Lot S12 on proposed plan of subdivision PS6413224Y, Stage 8.

Lot means a residential lot shown on plan of subdivision PS6413224Y.

Lot Owner means any owner of a Lot which is a member of the Owners Corporation and where it is consistent with the context includes any person or entity authorised by the owner of the lot to occupy the lot as tenant or licensee.

Operator means the Operator specified in Item 1 and includes the Operator's successors and assigns and where it is consistent with the context includes the Operator's agents, employees and contractors.

Owners Corporation means the Owners Corporation identified in Item 2 and or any other owners corporation affecting the Development and where it is consistent with the context includes the Lot Owners.

Personal Information means any information or opinion about a natural person (whether or not true), as defined in the *Privacy Act*, which either party deals with in connection with performing its obligation under this Agreement.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Law means the Privacy Act (including the National Privacy Principles under the Privacy Act), and any other privacy or general legislation which binds the parties and which relates to the protection of Personal Information.

Recreation Centre means the building on the Land containing the Recreational Facilities, food and beverage premises, sales/display suite and other amenities.

Recreational Facilities means the recreational facilities made available by the Operator at the Recreation Centre for use by the residential lot members of the Owners Corporation including but not limited to a gymnasium, a swimming pool and a spa but does not include any food and beverage outlet or any sales/display suites.

Relevant Laws means all laws, regulations, guidelines, codes, by- laws, policies, permits, licences, authorisations applicable to the operation and provision of the Recreational Facilities.

Rules means the rules set out in Attachment 1 in relation to the use of the Recreational Facilities as amended by the Operator from time to time.

Schedule means a schedule to this Agreement.

Settlement means the completion of the sale of a Lot from CA & CA Ballan Pty Ltd ACN 006 578 972 as custodian and agent of Ballan Properties Pty Ltd ACN 062 507 082 to a purchaser.

Security Device means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of any part of the Recreational Facilities.

Term means the period specified in Item 4 including and commencing on the Commencement Date.

1.2 **Interpretation**

In this Agreement unless the contrary intention appears:

1.2.1 a reference to this Agreement or another instrument includes any written variation or replacement of them;

1.2.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

1.2.3 the singular includes the plural and vice versa;

1.2.4 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.5 the background or recitals to this document are adopted as and form part of this Agreement;

1.2.6 the word person includes a firm, a body corporate, an unincorporated association or an authority;

1.2.7 an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;

1.2.8 a reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;

1.2.9 references to a clause or schedule or annexure shall be construed as references to a clause of or schedule or annexure to this Agreement and references to this Agreement shall include its schedules and any annexures;

1.2.10 a reference to "$", "A$" or "dollar" is a reference to Australian currency;

1.2.11 a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;

1.2.12 a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;

1.2.13 a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;

1.2.14 no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document or any part of it; and

1.2.15 the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation.

2. Grant of Access and Commencement Date

2.1 Access

2.1.1 The Operator hereby grants the Owners Corporation non-exclusive access to use the Recreational Facilities, for the Term, on, and subject to, the covenants, conditions, powers and provisos of this Agreement and with a right of access to the Recreation Centre as necessary.

2.2 Commencement Date

2.2.1 The Operator will, at least 45 days before the Commencement Date provide the Owners Corporation with:

(a) written notice of the Commencement Date; and

(b) Security Device forms for completion by the Lot Owners.

2.2.2 Subject to the Owners Corporations' compliance with clause 2.2.3, the Operator will provide the Owners Corporation with up to 2 Security Devices for each Lot Owner at least 5 Business Days before the Commencement Date.

2.2.3 Within 21 days of receipt of the notice required under clause 2.2.1, the Owners Corporation must provide the Operator with completed Security Device forms for each Lot.

For the sake of clarity the Owners Corporation acknowledges that the Operator is not obliged to issue a Security Device for any Lot for which a completed Security Device form has not been submitted.

3. Owners Corporation's rights and obligations

3.1 Use

3.1.1 The Owners Corporation must use and must ensure the Lot Owners use the Recreational Facilities only for the permitted purposes and only during the Authorised Times.

3.1.2 The Owners Corporation must and must ensure that the Lot Owners only park in the areas designated by the Operator for parking when using the Recreational Facilities.

3.1.3 The Owners Corporation must ensure that the Lot Owners comply with the Rules.

3.1.4 The Owners Corporation must ensure that the Lot Owners receive a copy of the Rules and a copy of any notification from the Operator of any amendments to the Rules.

3.2 Recreational Facilities equipment

The Owners Corporation shall not appropriate for its own use the Recreational Facilities equipment, tools, or furnishings located in or about the Recreational Facilities without the prior written approval of the Operator.

3.3 Responsibility for damage to property

Any damage to any of the Recreational Facilities property which is caused or arises from the abuse or negligence on the part of the Owners Corporation, will be rectified at the cost of the Owners Corporation. Any additional cleaning required as a result of use by the Owners Corporation will be charged to the Owners Corporation.

3.4 Changes relating to Lots

If there is any change in ownership or occupation of a Lot, the Owners Corporation must promptly:

3.4.1 inform the Operator of the change; and

3.4.2 return to the Operator all Security Devices issued to the particular Lot Owner.

3.5 Suspension of Lot Owner's rights

3.5.1 The Owners Corporation may by at least 5 Business Days' notice in writing to the Operator require the Operator to suspend the rights of a Lot Owner to use the Recreational Facilities and to confiscate or deactivate any Security Device held by the Lot Owner if a Lot Owner is in arrears in payment of any Owners Corporation fees.

3.5.2 The Operator will take all reasonable steps to comply with any Owners Corporation's notice issued pursuant to clause 3.5.1.

3.5.3 The Owners Corporation must indemnify the Operator from and against all actions, claims and losses which the Operator may incur arising from its compliance with the Owners Corporation notice issued under clause 3.5.1.

3.6 **Nature of Rights**

The rights of the Owners Corporation under this Agreement:

3.6.1 are personal to the Owners Corporation;

3.6.2 rest only in contracts; and

3.6.3 do not give the Owners Corporation any estate or interest in any part of the Recreational Facilities or any right of exclusive possession.

4. Operator's rights and obligations

4.1 **Provision of Services and Duties of Operator**

In the provision of the Recreational Facilities the Operator must:

4.1.1 comply with all Relevant Laws;

4.1.2 use all reasonable endeavours to ensure that the Recreational Facilities are operated, maintained, repaired and replaced at all times to a standard commensurate with Recreational Facilities of a similar nature;

4.1.3 make sure that all equipment, facilities, products and consumables provided or used by the Operator are fit for the purpose of providing the Recreational Facilities in accordance with this Agreement;

4.1.4 take all reasonable steps to make sure that no injury or damage is caused to persons or to property in providing the Recreational Facilities.

4.2 **Appointing a manager**

The Operator may from time to time appoint and if necessary replace from time to time, a manager to manage the Recreational Facilities and Recreation Centre.

4.3 **Performance of Duties**

4.3.1 The Operator will not be required to provide the Recreational Facilities if:

(a) a Force Majeure event has occurred; or

(b) the Owners Corporation, any Lot Owner member or third party contributed to the failure to provide the Recreational Facilities.

4.3.2 The Operator may perform scheduled or unscheduled maintenance on the Recreational Facilities or any other equipment installed within the Recreational Facilities for the provision of the Recreational Facilities from time to time. Where possible, the Operator will provide the Owners Corporation with advance notice of any such maintenance and will use reasonable endeavours to minimise any disruption to the services provided at the Recreational Facilities as a result. Notwithstanding this, the Operator does not warrant continuing availability of the services at the Recreational Facilities and will not be liable for any interruption to the services provided at the Recreational Facilities.

4.4 **Maximise use of the Recreational Facilities**

4.4.1 The Operator may, during the Term, provide the Additional Services to a Lot Owner or the Owner Corporation for an additional fee, provided that such use does not unreasonably interfere with the Owners Corporation's use of the Recreational Facilities.

4.4.2 The Operator may restrict access to any part of the Recreational facilities so as to be able to conduct specific activities in these areas.

4.4.3 The Operator may provide access to the Recreational Facilities to any other Owners Corporation or to any other persons on such terms and conditions as it deems fit provided that the Operator requires all other approved users to comply with the Rules.

4.5 **Public liability insurance**

4.5.1 The Operator must take out and pay for public liability insurance with a recognised insurer and provide the Owners Corporation with a copy of the policy.

4.5.2 The policy taken out under clause 4.5.1 must:

(a) provide coverage for at least $20,000,000; and

(b) cover liability for loss, injury or damage to person or property and must be on the terms and conditions usual for such policies.

4.5.3 Any alteration of the insurance cover or policy by the Operator must be notified to the Owners Corporation in writing.

4.6 **Privacy**

The Operator acknowledges and agrees that it:

4.6.1 is responsible for the collection, use, storage and otherwise dealing with the Personal Information of the Owners Corporation and the individual Lot Owners; and

4.6.2 will comply with and ensure that its employees, agents and contractors comply with the requirements of any privacy law in respect of all personal information collected, used, stored or otherwise dealt with under or in connection with this Agreement.

4.7 **Rules**

The Operator may:

4.7.1 vary or amend the Rules from time to time. The Operator must provide the Owners Corporation with a copy of the amended Rules at least 30 days before the new rules are to take effect.

4.7.2 suspend the access rights of any Lot Owner if the Lot Owner commits a serious or persistent breach of the Rules.

4.7.3 require the Owners Corporation to take action against a Lot Owner in relation to enforcement of the Rules.

4.8 **Exclusions and Limitations**

The Operator will not be liable

4.8.1 for any failure or delay in providing any of the services at the Recreational Facilities; and

4.8.2 to the extent permitted by the law, to any person for any indirect, special or consequential loss or damage in connection with the benefit of the access rights granted under this Agreement whether in contract, tort (including negligence), statute or otherwise.

5. Payment

5.1 **Fees**

Subject to the terms of this clause, in consideration of the Operator providing the services in the Recreational Facilities in accordance with this Agreement, the Owners Corporation will be pay the Operator the Fee from the Commencement Date.

5.2 **Payment of Fees**

5.2.1 The Owners Corporation covenants with the Operator to pay to the Operator, without demand and without deduction or right of set-off whatever, the Fee by equal monthly instalments (and proportionately for any part of a month) in advance on the first day of each month. The first instalment must be paid on the Commencement Date. All of those instalments must be paid to the place and by the means as the Operator may from time to time by notice direct.

5.2.2 If the Owners Corporation fails to pay the Fees in accordance with clause 5.2.1, the Operator may:

(a) suspend the provision of the Recreational Facilities services until such time as the fees and any outstanding fees are paid in full; and

(b) without prejudice to any other rights pursuant to this Agreement or at law charge interest at the rate of two percent (2%) higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 and this amount shall be payable on demand on all outstanding amounts owing pursuant to this Agreement together with all expenses (including the legal costs on an indemnity basis) incurred by the Operator as a result of the breach.

5.2.3 The interest payable under clause 5.2.2(b):

(a) accrues from day to day from and including the due date for payment up to the actual date of payment after as well as before judgement; and

(b) may be capitalised by the person to who it is payable at monthly intervals.

5.3 **Fee Adjustments**

5.3.1 The Owners Corporation acknowledges that the Fee as set out in Item 6 is an estimate only.

5.3.2 At the commencement of the Term, the Operator may by notice in writing to the Owners Corporation reduce the Fee to reflect the number of residential lots for

which separate titles have issued and for which Settlement has been effected. This clause does not apply to any further Term.

5.3.3 During the Term the Operator may increase the Fees on each anniversary of the Commencement Date on providing twenty (20) days written notice to the Owners Corporation. Any Fee increase is capped at not more than 5% of the fee immediately preceding the increase.

5.3.4 Notwithstanding any other clause in this Agreement, the Operator may, adjust the fee on the fifth, tenth, fifteenth, twentieth, twenty-fifth and thirtieth anniversaries of the Commencement Date and at the commencement of any Further Term (**Market Review Dates**) based on a market review of the Fee.

5.4 **Market Fee Review**

5.4.1 At least 3 months before a Market Review Date the Operator may serve on the Owners Corporation a notice of its assessment of the Fee reviewed to take into account a change in the cost of provision of the Recreational Facilities services and a change in market conditions (**Revised Fee).**

5.4.2 Provided any such review is undertaken within 6 months of the Market Review Date the Parties agree that:

(a) the Operator will not, by reason of its failure to give the notice required in clause 5.4.1 forfeit its right to have the Fee reviewed as from that Market Review Date;

(b) the payment of and receipts for the Fee at a lesser amount due to the Operator's failure to review will not prejudice the Operator's right subsequently to demand payment of any additional fee payable as a result of such review pursuant to the provisions of this Clause 5.4; and

(c) the Revised Fee which should have been paid will date back to and be payable from the particular Market Review Date.

5.4.3 If the Owners Corporation disagrees with the Revised Fee the Owners Corporation must within 30 days give the Operator a notice that the Owners Corporation disputes the Revised Fee assessed by the Operator.

5.4.4 If the Owners Corporation fails to provide the notice required in clause 5.4.3, the Owners Corporation will be regarded as having agreed to the Revised Fee and the Revised Fee will be payable by the Owners Corporation.

5.4.5 If the Operator and the Owners Corporation fail to agree on the Revised Fee, then the matter must be referred for determination in writing to an Independent Expert who must act as an expert and not as an arbitrator and the written determination of such expert will be conclusive and binding upon the parties. The parties must endeavour to reach agreement on the appointment of the Independent Expert within 7 days of any such dispute arising, failing which either party may initiate the process to have an Independent Expert appointed by the President of the Australian Property Institute (Victoria).

5.4.6 If the Australian Property Institute fails or refuses to appoint the expert within twenty-one (21) days of being requested to do so by either party or fails or refuses to appoint a substitute or substitutes within twenty-one (21) days of being requested to do so by either party after a person appointed as an expert fails or refuses to make a determination within one (1) month of being appointed then the parties will be deemed to have agreed to submit the matter or the dispute for determination by arbitration under the Commercial Arbitration Act 1984. In any

arbitration between the parties each of the parties may be represented by a barrister or solicitor.

6. Option for a further term

6.1 If the Operator:

6.1.1 wishes to extend this Agreement for a Further Term specified in Item 5 to commence immediately after the end of the Term; and

6.1.2 gives the Owners Corporation not less than three (3) months' notice nor more than six (6) months' notice to that effect before the end of the Term; and

6.1.3 at the date of giving such notice, and between that date and the end of the Term is not in default in complying with any of the covenants, conditions or agreements contained in this Agreement; or

6.1.4 has not persistently during the Term been in default of any of the covenants conditions or agreements contained in this Agreement (being defaults notice of which has been given to the Operator).

the Owners Corporation agrees to grant the Operator an extension of this Agreement for the Further Term (and to execute any new agreement to that effect) upon the same covenants, conditions and agreements as are contained in this Agreement except that:

(a) the date to be specified in Item 3 of the further agreement will be the day after the end of the Term; and

(b) this Clause 6 will be included only in the number of further Agreements (if any) specified in Item 5, and in each such further Agreement the number of further terms referred to in Item 5 will be reduced by one (1) to the intent that the last further agreement referred to in Item 5 will not include this Clause as the Operator is only entitled to that number of further terms as is set out in Item 5.

7. GST

7.1 Amounts otherwise payable do not include GST

Except where expressed provision is made to the contrary, and subject to this clause 7.1, the consideration payable by any party under this Agreement represents the value of any taxable supply for which payment is to be made.

7.2 Liability to pay any GST

If a party makes a taxable supply in connection with this Agreement for a consideration which, represents its value, then the party liable to pay for the taxable supply must also pay, at the same time, and in the same manner as the values otherwise payable, the amount of any GST payable in respect of the taxable supply.

7.3 Reimbursements

If this Agreement requires the Owners Corporation to pay, reimburse, or contribute to an amount paid or payable by the Operator in respect of an acquisition from the third party for which the Owners Corporation is entitled to claim an input tax credit, the amount required to

be paid, reimbursed or contributed by the Owners Corporation will be the value of the acquisition by the Operator plus, if the Operator's recovery from the Owners Corporation is a taxable supply, any GST payable under clause 7.2.

7.4 **Tax Invoice**

A party's right to payment under this clause is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

8. Indemnity

The Owners Corporation must indemnify the Operator from and against all actions, claims and losses which the Operator may incur arising from:

8.1.1 loss, damage or injury from any cause whatsoever to property or person within the Recreational Facilities caused or contributed to by the Owners Corporation's neglect or default;

8.1.2 the Owners Corporation's negligent use or misuse of any water, gas or electricity or other services to the Recreational Facilities;

8.1.3 loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the Owners Corporation use of the Recreational Facilities; and

8.1.4 any personal injury sustained by any person in or about the Recreational Facilities caused other than through the wilful of neglect act of the Operator, its servants or agent.

9. Termination

9.1 **Termination by the Owners Corporation**

The Owners Corporation may, provided it acts reasonably, terminate this Agreement by written notice if:

9.1.1 the Operator is in persistent breach of the terms of this Agreement and persistently fails to take steps to remedy any breach within 15 Business Days after receiving written notice from the Owners Corporation setting out details of the breach and requiring the breach to be remedied;

9.1.2 the Operator is subject to an Insolvency Event;

9.1.3 it becomes unlawful for the Operator to provide any part of the services in relation to the Recreational Facilities; or

9.1.4 the Owners Corporation is wound up.

9.2 **Termination by Operator**

The Operator may terminate this Agreement by written notice:

9.2.1 if the Owners Corporation fails on 3 occasions to pay when due for payment any monies due and payable to the service provider under this Agreement.

9.2.2 at any time by giving the Owners Corporation 6 months written notice.

10. Dispute resolution

10.1 A party may not begin legal proceedings in connection with a dispute to which this clause applies unless that dispute has first been decided by a person to whom it has been referred under this clause.

10.2 Either party may give the other a notice requiring the dispute (other than a dispute in relation to the matters in clause 5.4) to be decided under this clause 10.

10.3 If this clause 10 applies, the dispute must be referred to a person agreed on by the parties but if the parties do not agree on a person within seven days after the notice is given, then to a person appropriately qualified to deal with the dispute appointed at the request of either party by the president of The Institute of Arbitrators Australia.

10.4 The parties agree to instruct the person to whom the dispute is referred that the person:

(a) acts as an expert and not as an arbitrator; and

(b) may decide on rules of conduct and enquire into the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate; and

(c) must give a written decision including reasons; and

(d) must endeavour to give that decision as soon as practicable.

10.5 The parties may make submissions and agree to give every assistance that person requires, including providing copies of relevant documents, with a view to reaching a decision without delay.

10.6 Unless there is obvious error, that person's decision is final and binding on the parties.

10.7 Unless that person decides otherwise:

(a) each party agrees to pay its own costs in connection with the dispute; and

(b) the costs of referring the dispute to that person and that person's costs and the cost of enquiries must be shared equally.

11. Assignment

11.1 The Owners Corporation acknowledges and agrees that the Operator may assign or novate in whole or part its rights and obligations under this agreement to any purchaser or transferee of the Recreation Centre.

11.2 If the Operator gives the Owners Corporation notice of any assignment or novation under clause 11.1, the Owners Corporation must enter into a document, with and in a form acceptable to the Operator (acting reasonably) and the purchaser, assignee or other entity referred to in clause 11.1, in which the Owners Corporation agrees to exercise its rights and perform its obligations in favour of that party.

12. Trustee Limitation of Liability

12.1 Definitions

In this clause:

12.1.1 **Assets** includes all assets, property and rights real and personal of any value whatsoever of the Trust;

12.1.2 **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Trustee or in respect of this Agreement;

12.1.3 **Trust** means The Saratoga Club Property Fund ; and

12.1.4 **Trustee** means Saratoga Club Properties Pty Ltd ACN 611 371 549 or any replacement trustee of the Trust from time to time.

12.2 Capacity

The Trustee enters into this Agreement as trustee of the Trust and in no other capacity.

12.3 Limited Liability

12.3.1 The Trustee will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified by the Trust or except out of the Assets against which it is entitled to be indemnified in respect of any liability incurred by it.

12.3.2 If the assets of the Trust are insufficient to satisfy the Trustee's liability in respect of this Agreement, then:

(a) despite section 197 of the Corporations Act 2001 the directors of the Trustee will not be personally liable to the Owners Corporation in respect of the shortfall;

(b) the Owners Corporation will not seek the appointment of an external controller (except in relation to the assets of the Trust) in respect of the Trustee; and

(c) the Owners Corporation will not seek to prove any debt (except in relation to the assets of the Trust) in a liquidation, administration or arrangement of the Trustee.

12.3.3 The Owners Corporation releases the Trustee from any personal liability in respect of any loss or damage arising in respect of this Agreement which cannot be satisfied out of the assets of the Trust and waives its right to claim those losses and damages from the Trustee and its directors personally.

12.4 Exceptions to liability limitation

The Trustee will be personally liable and will not be released to the extent that a liability in respect of this Agreement arises out of the Trustee's fraud or breach of the Trust which disentitles the Trustee from any indemnity out of the assets of the Trust.

12.5 Trustee's Agents

The Trustee's Agents and any other person appointed or acting as agent for the Trustee in respect of this Agreement do not act as agent for the Trustee in its personal capacity and cannot act in any way which exposes the Trustee to any personal liability and accordingly no

act or omission of an agent will be considered fraud or wilful breach of the Trust by the Trustee.

13. Notices

13.1 Delivery of notice

13.1.1 A notice or other communication required or permitted to be given to a party under this Agreement must be in writing and may be delivered:

(a) personally to the party;

(b) by leaving it at the party's address;

(c) by posting it by prepaid post addressed to the party at the party's address;

(d) by facsimile to the party's facsimile number; or

(e) by electronic mail to the party's email address.

13.1.2 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

13.2 Particulars for delivery

13.2.1 The address, facsimile number and email address of each party are set out in the Schedule (or as notified by a party to the other parties in accordance with this clause).

13.2.2 Any party may change its address, facsimile number or email address by giving notice to the other parties.

13.3 Time of service

A notice or other communication is deemed delivered:

13.3.1 if delivered personally or left at the person's address, upon delivery;

13.3.2 if posted within Australia to an Australian address, 2 Business Days after posting and in any other case, 5 Business Days after posting;

13.3.3 if delivered by facsimile, subject to clauses 13.3.5 and 13.3.6, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the recipient's facsimile;

13.3.4 if delivered by electronic mail, subject to clauses 13.3.5 and 13.3.6, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient;

13.3.5 if received after 5.00pm in the place it is received, at 9.00am on the next business day; and

13.3.6 if received on a day which is not a business day in the place it is received, at 9.00am on the next business day.

14. Governing law

This Agreement is governed by the law applying in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

15. General

15.1 Variation

This Agreement may only be varied by a document executed by the parties.

15.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

15.3 Entire agreement and no reliance

15.3.1 This Agreement:

(a) constitutes the entire agreement between the parties; and

(b) supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or an agent of a party) prior to entering into this Agreement.

15.3.2 the Owners Corporation acknowledges that in entering into this Agreement the Owners Corporation has not relied on any representations made by the Operator (or its agents or employees) other than matters expressly set out in this Agreement.

15.4 Liability

If a party consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

15.5 Severability

15.5.1 Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

15.5.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

15.6 Waiver

The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Agreement.

15.7 **Further assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

15.8 **Survival and enforcement of indemnities**

15.8.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

15.8.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

15.9 **No merger**

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion of the transactions contemplated by this Agreement.

15.10 **Business Day**

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

Signing Page

Executed by the parties

Executed by **Saratoga Club Properties Pty Ltd ACN 611 371 549** in accordance with s 127(1) of the *Corporations Act 2001*:

CB x .....
Signature of Director

x COSTANTINO BALLAN
Print full name

CB x .....
Signature of Director (or Company Secretary)

x CARMELLA BALLAN
Print full name

Executed by **OWNERS CORPORATION NO. 1 PS6431224**
by its Manager pursuant to a resolution of the Owners corporation dated 26 May 2016 and in accordance with Section 127 of the Corporations Act 2001 (Cth):

x .....
Signature of Director

x ANDREW JAMES DAWSON
Print full name

x .....
Signature of Director (or Company Secretary)

x .....
Print full name

~~**The Common Seal of Owners Corporation No. 1 on Plan No. PS 643122Y**~~
~~was affixed and witnessed by and in the presence of persons who declare they are Lot Owners of separate lots and members of the Owners Corporation or by a director of a corporation that is a Lot Owner in accordance with ss 20 and 21 of the *Owners Corporations Act 2006* in accordance with a resolution dated~~

~~:~~

~~Signatures of Witness~~

~~Name of Witness (print full name)~~

~~Address of Witness~~

~~Position (Lot Owner or Director)~~

~~Signatures of Witness~~

~~Name of Witness (print full name)~~

~~Address of Witness~~

~~Position (Lot Owner or Director)~~

Attachment 1 - Rules

1. Definitions

In these Rules:

1.1 **Authorised Times** means from 10.00a.m. to 5p.m. daily except public holidays.

1.2 **Invitee** means a person invited onto the Land by an Owner.

1.3 **Long Term** means a period of at least 1 year.

1.4 **Lot** means a residential lot shown on the Plan.

1.5 **Member** means a member of the Owners Corporation(s) by reason of being the owner of a Lot for the time being an including an Occupier and their invitees subject to the qualifications noted in Rule 3.1.

1.6 **Occupier** means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

1.7 **Owner** means the legal or beneficial Owner of a Lot and includes a member of the Owners Corporation.

1.8 **Plan** means Plan of Subdivision No. PS643122Y and includes any plan for subsequent stages.

1.9 **Security Device** means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of any of the recreational facilities.

2. Who is Bound by these Rules

2.1 The Owners Corporation, Owners and Occupiers must comply with these rules.

2.2 An Owner must make sure that an Occupier of its Lot complies with these rules.

2.3 Owners must give a copy of these rules to all Occupiers of their Lots and must make it a term of any written agreement governing that occupation that the Occupiers must comply with these rules when using the Recreational Facilities.

2.4 An Owner or Occupier of a Lot subject to a lease or licence must take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the Lot and their invitees comply with these Rules.

2.5 Owners and Occupiers must make sure that their Invitees comply with these rules and if those Invitees do not do so, the Owners and Occupiers must take all reasonable steps to make sure that those Invitees leave the Recreational Facilities.

3. Membership access

3.1 Each Lot Owner is entitled to member's access to the Recreational Facilities for up to 6 persons who must be in Long Term residence at the Lot.

3.2 Membership access is subject at all times to the Lot Owner holding a valid Security Device.

3.3 A Security Device will be issued to the Lot Owner after the Lot Owner has nominated the persons referred to in Rule 3.1. The Lot Owner may alter its nomination up to 3 times a year by providing at least 7 days' notice to the Operator.

4. Recreational facilities

4.1 Prior to access to the Recreational Facilities, the Member agrees to sign the acknowledgment of rules and release document provided by the Operator and to undertake any induction required by the Operator.

4.2 When using the Recreational Facilities a Member must ensure that:

4.2.1 the Member and its Invitees observe these Rules;

4.2.2 children below the age of 13 years are not in or around them unless accompanied by an adult Member exercising effective control over them;

4.2.3 the Member's Invitees only use the Recreational Facilities where allowed and if accompanied by a Member;

4.2.4 alcohol is not taken into or consumed around the Recreational Facilities without the prior consent of the Operator; and

4.2.5 appropriate attire is worn to and from the Recreation Facilities.

4.3 Members may only use the Recreational Facilities during the Authorised Times unless the consent of the Operator is obtained to use the facilities outside of these hours.

4.4 Pets are not allowed in the Recreation Facilities at any time.

4.5 The use of Recreation Facilities or any portion thereof may be restricted during organized activities of the Operator.

4.6 The Operator may request proof of identity from individuals using Recreation Facilities. Similarly, proof of age may be requested from responsible parties in the case of young persons.

4.7 Recreation Facility areas are at all times unsupervised and residents and their guests use them at their own risk.

4.8 The Operator may make additional or separate rules relating to the use of the Recreational Facilities.

4.9 The Operator may exclude any Member from using the Recreational Facilities if the Member has not paid his Owners Corporation fees.

5. Security Devices

5.1 Members must provide satisfactory proof of identification and proof of membership including through presentation of their Security Device upon seeking to utilise any of the Recreational Facilities including upon arrival at the Recreation Centre.

5.2 An Owner must not and must ensure that the Occupier of an Owner's Lot does not:

5.2.1 permit any:

(a) Security Device provided by the Operator to be held by or used by any person other than the Owner or an Occupier of the Lot who has agreed in any lease or licence of the Lot to return the Security Device to the Owner or the Operator;

(b) person to enter the Recreation Centre with an Owner or Occupier unless that person is known to the Owner or Occupier as a resident in the Development or is a guest of the Owner or the Occupier; or

(c) persons to follow them through the security doors to the Recreation Centre or into the Recreational Facilities areas.

5.2.2 duplicate or permit any Security Device to be duplicated nor hand a Security Device to any person other than another Owner or Occupier nor dispose of any Security Device otherwise than by returning it to the Owner or the Operator;

5.2.3 enter an area to which the Security Device provided by the Operator to the Owner or Occupier has not got access by the Security Device except by approval of the Operator;

5.2.4 keep any Security Device on a key ring or any security card in a container which has any identification with the Development;

5.2.5 prop or wedge open any security door or window;

5.2.6 access any restricted car park area without using the remote control system or by following another vehicle in; or

5.2.7 leave any external doors of the Recreation Centre Building or the Recreational Facilities open after entry or exit.

5.3 An Owner or an Occupier must promptly give the Operator written notice if a Security Device becomes lost or stolen or of any changes in ownership or occupation of the Lot.

5.4 An Owner or an Occupier must pay to the Operator any reasonable fee it requires:

5.4.1 to provide additional Security Devices; or

5.4.2 to replace any lost or damaged Security Device.

6. Advertising and selling

6.1 The Owners Corporation must not place any advertising or other item on the walls or doors in or about the Recreational Facilities or the Recreation Centre without the prior written consent of the Operator.

6.2 The Owners Corporation must not sell or cause to be sold any programs or other items in or about the Recreational Facilities or the Recreation Centre except on terms and conditions agreed by the Operator. Solicitation of donations is prohibited on the premises of the Recreation Centre.

6.3 The Owners Corporation must not make audio or video recordings or televise or broadcast any events or any portion thereof at or from the Recreational Facilities or the Recreation Centre without the Operator's approval in writing.

7. Smoking and alcohol restrictions

Smoking is not permitted indoors or in the immediate proximity of 3 metres of any of the entrances to of the Recreational Facilities. Dispensing and consumption of alcoholic beverages is prohibited within the Recreational Facilities with the exception of the authorised food and beverage outlets.

8. Swimming Pool Area (pool, spa & changing area)

8.1 No more than 2 guests per Member Lot are permitted at any one time without the Operator's prior consent.

8.2 Children may use the swimming pool area only if supervised by an adult.

8.3 Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area.

8.4 Alcohol and food are not permitted in the swimming pool area.

8.5 The swimming pool area is for the private use by members and no more than two guests at any one time, although guests are to be accompanied by a member at all times.

8.6 Smoking is not permitted in the swimming pool area.

8.7 For the hygiene of all users of the swimming pool, all users must shower first.

8.8 Running, ball playing, jumping, diving, noisy or hazardous activities are not permitted in the swimming pool area.

8.9 All users of the swimming pool area must dry off before leaving this area.

8.10 Suitable footwear must be worn to and from the swimming pool area.

8.11 A Member or Occupier of a Lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times i.e. nude bathing is not permitted.

8.12 Proper pool attire is required in the pool, street shoes or clothes are not permitted in the pool.

8.13 All users of the swimming pool do so at their own risk.

8.14 Spitting is not permitted in the swimming pool or swimming pool area.

8.15 Bathing caps must be worn by all persons with hair longer than shoulder length. Extensive maintenance problems arise from hair strands accumulating in the pool filtration system.

8.16 The use of oils, lotions or creams is not permitted in the pool area.

8.17 Radios and/or cassette players are not permitted in the pool area (except as used for organized exercise classes in the pool).

8.18 No glass or metal containers, bundle buggies, strollers, carts, folding chairs, or any article which may restrict use or clutter the pool area or be construed as a safety or health hazard can be brought into the pool area.

8.19 No diving or jumping is allowed anywhere in the pool enclosure.

8.20 Pool furniture is not to be removed from the pool area by other than an authorized representative of the Operator.

8.21 No flammable chemical, liquid, gas or other flammable material is allowed in any part of the Recreational Facilities.

8.22 No portable devices for cooking food of any kind is allowed on or around the Recreational Facilities.

8.23 The pool is closed each day during maintenance. Swimming is not permitted during this time.

9. Gymnasium

9.1 Children are not permitted to use the gymnasium at any time.

9.2 Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium.

9.3 The gymnasium is for use by Members (not including any invitees) only.

9.4 Alcohol and food are not allowed in the gymnasium.

9.5 Smoking is not permitted in the gymnasium.

9.6 All users of the gymnasium must carry a towel at all times and must wipe down equipment after use.

9.7 Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times.

9.8 All users of the gymnasium must turn off all lights and air conditioning when leaving.

9.9 Users of the gymnasium must be professionally instructed on the equipment prior to the Operator granting access to the gymnasium area.

9.10 All users of the gymnasium do so at their own risk.

9.11 Users of the gymnasium are not permitted to play music in the gymnasium.

9.12 Gym equipment is not permitted to be moved.

9.13 Persons using the Gym equipment do so at their own risk.

10. Vehicles and parking

10.1 An Owner must not and must ensure that the Occupier or proprietor of an Owner's Lot does not:

10.1.1 without the Operator's consent park in any areas marked by the Operator as reserved car park lots;

10.1.2 park in the Recreation Centre car parks when not using the Recreation Centre;

10.1.3 park or leave a vehicle or permit a vehicle to be parked or left in the areas around the Recreation Centre so as to obstruct a driveway or entrance or exit to a Lot or in any place other than in a parking area specified for such purpose by the Operator.

10.1.4 permit:

(a) bicycling, rollerblading, skateboarding, roller skating, or ball games in the car parking areas, driveways or access pathways of the Recreation Centre;

(b) any bicycle to be brought into the Recreation Centre;

(c) any bicycle, or motor cycle or scooter to be stored or placed other than in the areas (if any) that may be designated by the Operator for such purpose and fitted with bicycle racks from time to time;

10.2 Permanent parking is not permitted in the Recreation centre car park.

Attachment 2 - Additional Services

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

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 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.

(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.

(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.

(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 14 working 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.

(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*.

ENGINE PROPERTY GROUP

Owner Update Form

Please complete all fields marked with*. Please email the completed form to reception@enginepropertygroup.com.au **or send to this office via post to:**
Engine Property Group Pty Ltd, PO Box 589, EAST MELBOURNE VIC 8002

Date: ___/___/___

PROPERTY DETAILS			
Plan of Subdivision:		Lot Number:	
Property Address:			
OWNER DETAILS			
*Owner Name/s:			
*Owner Address			
*Contact Phone:		*Mobile:	
*Email:			
MANAGING AGENT DETAILS (IF APPLICABLE)			
*Company:			
*Address:			
*Contact Phone:		*Mobile:	
*Email:			

IMPORTANT NOTE

Charges apply for all international postage. These charges will be levied back to the lot owner. Overseas mail will incur a minimum of $15.00 postage fee. This fee applies to each and every letter issued to an international postal address. If you do not wish to incur International Postal fee please provide an Australian Postal address and valid email address for ALL Levy and Delivery Notices.

LEVY & NOTICE DELIVERY

PLEASE NOTE AT LEAST 1 OPTION FROM EACH COLUMN MUST BE SELECTED

FEE NOTICES SENT TO:	CORRESPONDENCE SENT TO:
☐ Owner via Post	☐ Owner via Post
*Please provide Australian Postal address if above Post option has been selected:	
☐ Owner via Email	☐ Owner via Email
☐ Agent via post	☐ Agent via post
☐ Agent via Email	☐ Agent via Email

OWNER AUTHORISATION

I/We as the owner/s of the above property give authority for Engine Property Group Pty Ltd to change my details to the above.

*Owner/s Signature:

RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT
Ver.7.2.0/0122

This Agreement is between the RESIDENTIAL RENTAL PROVIDER (RENTAL PROVIDER) and the RENTER specified in Schedule A. RENTAL PROVIDER must use this form for a fixed term Residential Rental Agreement of no more than five years or a periodic Residential Rental Agreement in writing.

1. GENERAL CONDITION
This form is the written record of your Rental Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the RENTAL PROVIDER/AGENT and RENTER must complete an Entry Condition Report, and both keep a copy for their records. RENTER must return the **Entry Condition Report within 5 (five) business days**; beyond that RENTER agreed and accepted the condition of the premises let as on the Entry Condition Report.

1.1. PREMISES LET AND RENT
The RENTAL PROVIDER lets the RENTER of the PREMISES LET specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the start date specified in Schedule A and payable in advance by the RENTER to the party specified in Schedule A.

1.2. BOND
The RENTER has been asked to pay the bond specified in Schedule A to the RENTAL PROVIDER/AGENT on or before the signing of this Agreement. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

1.3. FIXED TERM AGREEMENT
The term of this Agreement must be as specified in Schedule A. STARTING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic agreement.

OR

PERIODIC AGREEMENT
If a fixed term agreement ends and the RENTER and RENTAL PROVIDER do not enter into a new fixed term agreement, and the RENTER continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

1.4. CONSENT TO SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHOD

a) Express Consent

1. The RENTAL PROVIDER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.
2. The RENTER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.

b) Inferred Consent

The RENTAL PROVIDER or the RENTER must not infer consent to electronic method merely from the receipt or response to emails or other electronic communications if the RENTAL PROVIDER or the RENTER has not consented to electronic method.

c) Change of Electronic Address

The RENTAL PROVIDER or the RENTER must immediately notify the other party in writing if their contact details change as specified in Schedule A changes.

d) Withdrawal of Consent

1. The RENTAL PROVIDER or the RENTER may withdraw their consent to electronic method of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic method.

e) Additional Terms

"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of RENTER and RENTAL PROVIDER under the Act.

2.1. CONDITION OF THE PREMISES LET

a) The RENTAL PROVIDER must ensure the premises let comply with the rental minimum standards, and is vacant and reasonable clean when the RENTER moves in.

b) The RENTAL PROVIDER must ensure that the premises let are maintained in good repair and in a fit condition for occupation.

c) The RENTAL PROVIDER agrees to do all the safety-related maintenance and repair activities set out in clause 2.3 of the Agreement.

d) The RENTER must follow all safety-related activities set out in clause 2.3 of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises let.

2.2. URGENT REPAIRS

a) If there is a need of an urgent repair, the RENTER should notify the RENTAL PROVIDER in writing.

b) Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information.

c) Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the RENTAL PROVIDER.

d) If the RENTER has arranged for urgent repairs, the RENTER may be reimbursed directly by the RENTAL PROVIDER for the reasonable cost of repairs up to $2,500 with a valid invoice by a licensed tradesman.

e) The RENTER may apply to Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the RENTAL PROVIDER to carry out urgent repairs if:

1. The RENTER cannot meet the cost of the repairs; or
2. The cost of repairs is more than $2,500; or
3. The RENTAL PROVIDER refuses to pay the cost of repairs if it is carried by the RENTER.

f) Emergency Contact List is provided on the RENTER GUIDELINES.

2.3. SAFETY-RELATED ACTIVITIES

2.3.1. Electrical safety checks

a) The electrical safety check of all electrical installations, appliances and fitting provided by RENTAL PROVIDER has been conducted every two years by a licensed electrician.

b) If an electrical safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange an electrical safety check as soon as practicable.

2.3.2. Gas safety activities

This safety-related activity only applies if the premises let contains any appliances, fixtures or fittings which use or supply gas.

a) The gas safety check of all gas installations and fittings in the premises let has been conducted every two years by a licensed gasfitter.

b) If a gas safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange a gas safety check as soon as practicable.

2.3.3. Smoke alarm safety activities

a) The RENTAL PROVIDER must ensure that-

i. any smoke alarm is correctly installed an in working condition; and
ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
iii. the batteries in each smoke alarm are replaced as required.

b) The RENTAL PROVIDER will immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the RENTAL PROVIDER is notified by the RENTER that it is not in working order.

c) The RENTAL PROVIDER, on or before the commencement of the Agreement, will provide the RENTER with the following information in writing-

i. information about how each smoke alarm in the premises let operates;
ii. information about how to test each smoke alarm in the premises let;
iii. information about the RENTER'S obligations to not tamper with any smoke alarms and to report if a smoke alarm in the premises let is not in working order.

d) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that a smoke alarm in the premises let is not in working order.

2.3.4. Swimming pool barrier safety activities

These safety-related activities only apply if the premises let contains a swimming pool.

a) The RENTAL PROVIDER must ensure that the swimming pool barrier is maintained in good repair.

b) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

c) The RENTAL PROVIDER must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the RENTER that it is not in working order.

d) The RENTAL PROVIDER must provide the RENTER with a copy of the most recent certificate of swimming pool barrier compliance issued under the Building Act 1993 on the request of the RENTER.

2.3.5. Relocatable swimming pool safety activities (as the case may be)
These safety-related activities only apply if a relocatable swimming pool is erected, on is intended to be erected, on the premises let. And these safety-related activities only apply to swimming pools or spas that hold water deeper than 300 mm.
a) The RENTER must not erect a relocatable swimming pool without giving written notice to the RENTAL PROVIDER before erecting the pool.
b) The RENTER must obtain any necessary approvals before erecting a relocatable swimming pool.

2.3.6. Bushfire prone area activities (as the case may be)
This safety-related activity only applies if the premises let is in a bushfire prone area and is required to have a water tank for bushfire safety.
a) If the premises let is in a designated bushfire prone area under Section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the RENTAL PROVIDER must ensure the water tank and any connected infrastructure is maintained in good repair as required.
b) The water tank must be full and clean at the commencement of the Agreement.

2.4. DAMAGE TO THE PREMISES LET
a) The RENTER must ensure that care is taken to avoid any damaging the premises let.
b) The RENTER must take reasonable care to avoid damaging to the premises let and any common areas.
c) The RENTER must notify the RENTAL PROVIDER, in writing, as soon as practicable of-
- damage to the premises let; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the RENTAL PROVIDER.

d) The RENTAL PROVIDER will carry out non-urgent repairs in a reasonable time.

2.5. REPAIRS
Only a suitable qualified person may do repairs – both urgent and non-urgent.

2.6. USE OF PREMISES LET
a) The RENTER is entitled to quiet enjoyment of the premises let. The RENTAL PROVIDER may only enter the premises let in accordance with the Act; and
b) The RENTER must not use or allow the premises let for any illegal purposes; and
c) The RENTER must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
d) The RENTER must avoid damaging the premises let and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the RENTER must notify the RENTAL PROVIDER in writing; and
e) The RENTER must keep the premises let reasonable clean during the period of Agreement.

2.7. PROFESSIONAL CLEANING
a) The RENTAL PROVIDER must ensure that the premises let are in a reasonably clean condition on the day on which it is agreed that the RENTER is to enter into occupation of the premises.
b) The RENTAL PROVIDER must not require the RENTER to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless-
- Professional cleaning or cleaning to a professional standard was carried out to the premises let immediately before the start of the tenancy and the RENTER was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises let immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the premises let to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

c) The RENTER must have all or part of the premises let professional cleaned, or pay the cost of having all or part of the premises let professional cleaned, if professional cleaning becomes required to restore the premises let to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

2.8. RENT
a) The RENTAL PROVIDER will give the RENTER at least 60 days written notice of a proposed rent increase.
b) The rent will not be increased more than once every 12 months.
c) The RENTAL PROVIDER will not increase the rent under a fixed term agreement unless the Agreement as specified in Schedule A provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

2.9. MODIFICATIONS

a) The RENTER may make some modifications without seeking the RENTAL PROVIDER'S consent. These modifications are listed on the Consumer Affairs Victoria website, consumer.vic.gov.au/renting.

b) The RENTER must seek the RENTAL PROVIDER'S consent before installing any other fixtures or additions.

c) The RENTER may apply to VCAT if they believe that the RENTAL PROVIDER has unreasonable refused consent for a modification mentioned in the Act.

d) The RENTER at the end of the Agreement, must restore the premises let to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

e) The RENTAL PROVIDER must not unreasonably refuse consent for certain modifications as listed on the Consumer Affairs Victoria website.

2.10. ACCESS AND ENTRY

a) The RENTAL PROVIDER may enter the premises let-

- at any time, if the RENTER has agreed within the last seven days; and
- to do an inspection, but not more than once every six months; and
- to comply with the RENTAL PROVIDER'S duties under the Act; and
- to show the premises let or conduct an open inspection to sell, rent or value the premises let; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the RENTER has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the RENTER has applied to have the Agreement terminated because of family violence or personal violence.

b) The RENTER must allow entry to the premises let where the RENTAL PROVIDER has followed proper procedure.

2.11. LOCKS

a) The RENTAL PROVIDER must ensure the premises let-

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and windows locks.

b) External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that-

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

c) The RENTER must obtain consent from the RENTAL PROVIDER to change a lock in the master key system.

d) The RENTAL PROVIDER must not unreasonably refuse consent for a RENTER seeking to change a lock in the master key system.

e) The RENTAL PROVIDER must not give a key to a person excluded from the premises let under-

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

2.12. PETS

a) The RENTER must seek consent from the RENTAL PROVIDER before keeping a pet on the premises let.

b) The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

2.13. ASSIGNMENT OR SUB-LETTING

a) The RENTER must NOT assign (transfer to another person) or sub-let the whole or any part of the premises without the consent of the RENTAL PROVIDER. The RENTAL PROVIDER may give the RENTER notice to vacate if the RENTER assigns or sub-lets the premises let without consent.

b) The RENTAL PROVIDER will not unreasonably withhold consent to assign or sub-let the premises let.

c) The RENTAL PROVIDER will not demand or receive a fee or payment for consent, other than any fees, costs or charges incurred by the RENTAL PROVIDER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.45 in order to transfer a RENTER within an existing Agreement that has more than three months expiration term.

3. ADDITIONAL TERMS
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party. The additional terms listed must not exclude, restrict or modify any of the rights and duties included in the Act. Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect.

3.1. The RENTER shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The RENTER shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

3.4. The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.5. The RENTER shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the RENTER shall pay the RENTAL PROVIDER all increased premiums and any other expenses incurred as a consequence of this term.

3.6. The RENTER agrees to pay the RENTAL PROVIDER any excess amount or any additional premium charged by the RENTAL PROVIDER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises let where the damage has been caused by the RENTER, or by anyone on the premises let with the consent of RENTER.

3.7. The RENTER shall indemnify the RENTAL PROVIDER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the premises let by the RENTER or anyone on the premises let with the consent of the RENTER. Without limiting the generality of the foregoing, the RENTER shall indemnify the RENTAL PROVIDER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the RENTER, or by anyone on the premises let with the consent of the RENTER.

3.8. The RENTER shall indemnify the RENTAL PROVIDER against all liabilities in respect of injury or damage to any third person or the third party to the premises let arising from any conduct, act, or omission by the RENTER, or the RENTER'S servants, agents and/or invitees.

3.9. The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver the keys of the premises let held by the RENTER to the AGENT'S office in person, and that rent on the premises let is payable until the keys are delivered.

3.10. The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications. The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

3.11. The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions.

3.12. The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.13. The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.14. The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided.

3.15. The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

3.16. The RENTER acknowledges and agrees that there will be NO SMOKING inside the premises let during the term of the tenancy.

3.17. The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.18. The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein.

3.19. The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Schedule B (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided that the RENTER shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the RENTAL PROVIDER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.20. The RENTER shall at the RENTER'S expenses replace all lighting tubes and globes to the premises let which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.21. The RENTER agrees to pay the administration fee *(non-reimbursable)* as on clause 3.22 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.9.

3.22. The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee on the clause 3.45.

3.23. The RENTER agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the premises let in accordance with the water restrictions *if applicable to the premises let*.

3.24. The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 2.13.

3.25. The RENTER assigns the tenancy or sub-let in contrary to clause 2.13, or the RENTER abandon the premises let, the RENTER may be required to reimburse the RENTAL PROVIDER'S letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new RENTER and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
c) Leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.26. The RENTER'S obligation to pay the RENTAL PROVIDER'S re-letting expenses is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event on clause 3.24.

3.27. If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

3.28. If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives notice.

3.29. The RENTER shall allow the RENTAL PROVIDER or AGENT to put on the premises let a notice *'to let'* during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the premises let by the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to present the premises let to prospective purchasers or RENTER upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT.

3.30. The RENTER acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

3.31. The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

3.32. The RENTER must:
a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
b) immediately notify the RENTAL PROVIDER/AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER/AGENT in writing on the same day.

3.33. The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

3.34. The RENTER agrees:
a) payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
b) rent will be paid up to **three (3)** days prior to the RENTER due date, as monies take three business days to clear into the trust account.

c) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
d) if the RENTER fails to make a rent payment under the terms of this Agreement on the due date for payment and the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the RENTER will reimburse the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT the full amount of those fees and/or charges on demand.

3.35. In accordance with the *Residential Tenancies Act 1997*, if the RENTER changes the locks at the premises, the RENTER agrees to provide a duplicate key to the AGENT immediately. The RENTER is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 2.11.

3.36. The RENTER hereby agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.37. The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.38. The RENTER agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the premises let occupied. Parking on any lawn areas is NOT permitted.

3.39. The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Tenancy Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

3.40. The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

3.41. Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

3.42. Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, she/he will:
a) immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
b) reimburse the RENTAL PROVIDER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new RENTER, and rental tenancy database reference check on new applicants;
d) continue maintaining the said premises let, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
e) leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.43. The RENTER hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.44. The RENTER acknowledges that he/she is responsible for arranging private contents insurance (and or RENTER insurance), as the RENTAL PROVIDER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.32 accordingly.

3.45. The RENTER agrees to inform the agent in writing prior to any RENTER transfers and or changes taking place. The RENTER understands and agrees that each ingoing RENTER must complete an application form and supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place. The *ingoing* and or *outgoing* RENTER agrees to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the RENTAL PROVIDER'S cost as stated in clause 2.13) once the RENTER transfer is approved. The RENTER further agrees to ensure all documentation formalising the RENTER transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.

3.46. The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.47. No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the *Residential Tenancies Act 1997* shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

3.48. The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.49. This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Please return the signed Residential Rental Agreement to:

XYNERGY REALTY ALTONA
114-116 Queen St, ALTONA VIC 3018

XYNERGY REALTY Residential Rental Agreement – Schedule A
Residential Tenancies Act* 1997 – *Section 26(1)
Residential Tenancies Regulations 2021 Regulation 10(1) – Schedule 1 Form 1

RENTAL PROVIDER	Name:	**Indah Wulansari**
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**
	Business Address:	**114-116 Queen St, ALTONA, VIC 3018**
	Telephone:	**03 9398 8400**
	Email:	**rental.altona@xynergy.com.au**
	ABN:	**92 429 507 215**

		Name	Email
RENTER(S)	RENTER 1	**Koushik Roy**	**koushik19812000@gmail.com**
	RENTER 2	**Nandini Roy**	**nandinimitra.roy@gmail.com**

PREMISES LET by the RENTAL PROVIDER: **4 Fairwater Drive, Point Cook, VIC, 3030**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **12** months Agreement)
Start date: **11/11/2022** End date**: 10/11/2023**
(this is the date the agreement starts and you may move in)

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

RENT: **$1,738.00** Per Calendar Month (payable in advance)
Day rent is to be paid on the **10th** of each month

BOND
The RENTER has been asked to pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **$1,652.00**
Date bond payment due: **PAID**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES

RENTAL PROVIDER	Endru Yao Endru Yao (Aug 5, 2022 18:14 GMT+10)	Aug 5, 2022
Signature of AGENT on behalf of the RENTAL PROVIDER	**Endru Yao** *Name*	*Date*
RENTER(S)	Koushik Roy Koushik Roy (Aug 5, 2022 19:34 GMT+10)	Aug 5, 2022
Signature of RENTER 1	**Koushik Roy** *Name*	*Date*
	Nandini Roy Nandini Roy (Aug 6, 2022 13:03 GMT+10)	Aug 6, 2022
Signature of *RENTER 2*	**Nandini Roy** *Name*	*Date*

Additional Documents

Owners Corporation Rules (as the case may be)

Prepared on: 5 August 2022