

Contract of Sale

Property:

Unit 303, 24 Oleander Drive, Mill Park VIC 3082



JLE Conveyancing Pty Ltd
3/5 DEVONSHIRE ROAD
SUNSHINE VIC 3020
Tel: 03 9363 2075
Ref: JL:13902

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Contract of Sale

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... on/...../2024

Print names(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2024

Print names(s) of person(s) signing: **JAIRO VARGAS LOMBANA and BLANCA YAMILE CRUZ BELTRAN**

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co Thomastown
Address: Unit 1, 337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: 0434 562 901 Fax: Ref: Steven Marino

Vendor

Name: JAIRO VARGAS LOMBANA and BLANCA YAMILE CRUZ BELTRAN
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020
Email: info@jleconveyancing.com.au
Tel: 03 9363 2075 Mob: Fax: Ref: 13902

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11938 Folio 459	310A	PS 721311M

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 303, 24 Oleander Drive, Mill Park VIC 3082

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

Exclusion lists : N/A

Payment

Price \$ _____

Deposit \$ _____ by _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision or occupancy permit is issued.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are*:

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on / /20.....
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20): NOT APPLICABLE AT AUCTION

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: no more than _____

Approval date: _____

Building report - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST

included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Electronic conveyancing

5.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

5.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

5.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

5.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

5.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.

Special condition 5 – Condition of the Property

6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

6.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

6.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor’s title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 6 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 7 – Loan

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

Special condition 8 - Plan of Subdivision

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

Special condition 9 - Nomination

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

Special condition 10 – Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

Special condition 11 - Owners Corporate Certificate to be provided

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Special condition 12 - Re-sale Deed

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;

- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
- b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

Special condition 13 - Finance

1. This special condition only applies if the applicable in the particulars of sale is checked. This Contract is conditional upon the Purchaser's Mortgagee approving a loan on the security of the land by the Approval date or any later date allowed by the Vendor.
2. In the event of failure to obtain finance, the Purchaser agrees to provide the Vendor upon request a copy of the Formal finance decline letter from the Registered lending institution, not the broker that is engaged to secure the finance by the Approval Date.
3. Deposit monies must immediately be refunded to the Purchaser if the contract is ended under this special condition, save and except for the sum of \$330.00 (inclusive of GST), towards the Vendor's cost.
4. This condition is presumed to have been satisfied if the Purchaser has not communicated to the Vendor as required by this clause.

INFORMATION ONLY

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature " means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- personally, or
 - by pre-paid post, or
 - in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - by email.
- 27.4 Any document properly sent by:
- express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - the purchaser must observe all obligations that affect owners or occupiers of land;

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2024

SIGNED by the said)

)

Print Name:)

)

.....

.....
Director (Sign)

in the presence of:)

)

Witness:)

)

.....

Vendor Statement

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

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

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

Land	UNIT 303, 24 OLEANDER DRIVE, MILL PARK VIC 3082
-------------	---

Vendor's name	JAIRO VARGAS LOMBANA	Date	/ /
Vendor's signature	_____		
Vendor's name	BLANCA YAMILE CRUZ BELTRAN	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,000.00

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

	To	
--	----	--

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.

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

Page 1 of 2

VOLUME 11938 FOLIO 459

Security no : 124120229247P
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LAND DESCRIPTION

Lot 310A on Plan of Subdivision 721311M.
PARENT TITLE Volume 11898 Folio 122
Created by instrument PS721311M Stage 6 07/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 3 of a total of 5 equal undivided shares

Sole Proprietor

JAIRO VARGAS LOMBANA of 6 FLOWERDALE COURT MERNDA VIC 3754

As to 2 of a total of 5 equal undivided shares

Sole Proprietor

BLANCA YAMILE CRUZ BELTRAN of 6 FLOWERDALE COURT MERNDA VIC 3754

AQ665571H 25/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ665572F 25/01/2018
NATIONAL AUSTRALIA BANK LTD

COVENANT PS721311M 06/03/2014

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

DIAGRAM LOCATION

SEE PS721311M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 24 OLEANDER DRIVE MILL PARK VIC 3082

ADMINISTRATIVE NOTICES

NIL

eCT Control 17914D NAB BROKER
Effective from 25/01/2018

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS721311M
OWNERS CORPORATION 3 PLAN NO. PS721311M

DOCUMENT END

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS721311M

The land in PS721311M is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 1S, 2S, 3S, 101, 101A, 102, 102A, 103, 103A, 104, 104A, 105, 105A, 106, 106A, 107, 107A, 108, 108A, 109, 109A, 110, 110A, 111, 111A, 112, 112A, 113, 113A, 114 - 118, 201, 201A, 202, 202A, 203, 203A, 204, 204A, 205, 205A, 206, 206A, 207, 207A, 208, 208A, 209, 209A, 210, 210A, 211, 211A, 212, 212A, 213, 213A, 214 - 218, 301, 301A, 302, 302A, 303, 303A, 304, 304A, 305, 305A, 306, 306A, 307, 307A, 308, 308A, 309, 309A, 310, 310A, 311, 311A, 312, 312A, 313A, C1, G01, G10, G11, G12, G13, G14, G15, G16, G18, G19, G02, G20, G22, G23, G24, G25, G26, G27, G28, G29, G03, G30, G31, G32, G33, G34, G35, G36, G37, G38, G39, G04, G40, G41, G42, G43, G44, G45, G46, G47, G48, G49, G05, G50, G51, G52, G53, G54, G55, G56, G06, G63, G64, G65, G66, G67, G68, G69, G07, G70, G08, G09, G17C, G21A.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MELCORP STRATA PTY LTD 477 SWANSTON STREET MELBOURNE VIC 3000

AQ412552B 06/11/2017

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:

OC021235D 06/03/2014

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4.

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS721311M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Common Property 4	0	0
Lot 1S	5	5
Lot 2S	5	5
Lot 3S	5	5
Lot 101	380	85
Lot 101A	380	75
Lot 102	345	70
Lot 102A	380	75
Lot 103	345	70
Lot 103A	395	80
Lot 104	345	70
Lot 104A	400	85
Lot 105	345	70
Lot 105A	385	75
Lot 106	380	85
Lot 106A	385	75
Lot 107	345	70
Lot 107A	380	75
Lot 108	345	70
Lot 108A	370	70
Lot 109	380	85
Lot 109A	385	75
Lot 110	390	85
Lot 110A	390	80
Lot 111	350	70
Lot 111A	395	75
Lot 112	350	70
Lot 112A	380	75



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS721311M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 113	350	70
Lot 113A	380	75
Lot 114	350	70
Lot 115	390	85
Lot 116	380	85
Lot 117	345	70
Lot 118	345	70
Lot 201	370	85
Lot 201A	385	75
Lot 202	335	70
Lot 202A	385	75
Lot 203	335	70
Lot 203A	395	75
Lot 204	335	70
Lot 204A	400	85
Lot 205	335	70
Lot 205A	380	75
Lot 206	370	85
Lot 206A	380	75
Lot 207	345	70
Lot 207A	380	75
Lot 208	345	70
Lot 208A	370	70
Lot 209	390	85
Lot 209A	380	75
Lot 210	370	85
Lot 210A	385	80
Lot 211	330	70
Lot 211A	395	75



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS721311M**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 212	325	70
Lot 212A	385	75
Lot 213	325	70
Lot 213A	385	75
Lot 214	330	70
Lot 215	370	85
Lot 216	390	85
Lot 217	345	70
Lot 218	345	70
Lot 301	355	70
Lot 301A	390	75
Lot 302	355	70
Lot 302A	390	75
Lot 303	400	85
Lot 303A	400	75
Lot 304	390	85
Lot 304A	410	85
Lot 305	350	70
Lot 305A	385	75
Lot 306	350	70
Lot 306A	385	75
Lot 307	350	70
Lot 307A	385	75
Lot 308	350	70
Lot 308A	375	70
Lot 309	380	85
Lot 309A	385	75
Lot 310	380	85
Lot 310A	390	80



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/11/2024 02:04:40 PM

OWNERS CORPORATION 1
PLAN NO. PS721311M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 311	355	70
Lot 311A	400	75
Lot 312	355	70
Lot 312A	390	75
Lot 313A	390	75
Lot C1	1	1
Lot G01	415	120
Lot G10	410	95
Lot G11	410	95
Lot G12	410	95
Lot G13	410	95
Lot G14	410	95
Lot G15	410	95
Lot G16	420	120
Lot G18	600	150
Lot G19	560	140
Lot G02	410	95
Lot G20	700	180
Lot G22	430	95
Lot G23	430	95
Lot G24	435	95
Lot G25	465	95
Lot G26	465	95
Lot G27	490	120
Lot G28	460	95
Lot G29	445	95
Lot G03	410	95
Lot G30	440	95
Lot G31	440	95



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OWNERS CORPORATION 1
PLAN NO. PS721311M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot G32	460	95
Lot G33	440	95
Lot G34	460	95
Lot G35	460	95
Lot G36	460	95
Lot G37	460	95
Lot G38	435	95
Lot G39	435	95
Lot G04	410	95
Lot G40	430	95
Lot G41	430	95
Lot G42	430	95
Lot G43	435	95
Lot G44	435	95
Lot G45	430	95
Lot G46	430	95
Lot G47	540	120
Lot G48	430	95
Lot G49	430	95
Lot G05	410	95
Lot G50	430	95
Lot G51	430	95
Lot G52	435	95
Lot G53	435	95
Lot G54	435	95
Lot G55	435	95
Lot G56	530	120
Lot G06	410	95
Lot G63	820	205



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**OWNERS CORPORATION 1
PLAN NO. PS721311M**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G64	580	145
Lot G65	400	100
Lot G66	340	85
Lot G67	1260	320
Lot G68	660	175
Lot G69	1380	350
Lot G07	410	95
Lot G70	1320	335
Lot G08	410	95
Lot G09	410	95
Lot G17C	670	165
Lot G21A	870	215
Total	64616.00	14111.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 3
PLAN NO. PS721311M**

The land in PS721311M is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 101A, 102A, 103A, 104A, 105A, 106A, 107A, 108A, 109A, 110A, 111A, 112A, 113A, 201A, 202A, 203A, 204A, 205A, 206A, 207A, 208A, 209A, 210A, 211A, 212A, 213A, 301A, 302A, 303A, 304A, 305A, 306A, 307A, 308A, 309A, 310A, 311A, 312A, 313A, G63, G64, G65, G66.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

MELCORP STRATA 477 SWANSTON STREET MELBOURNE VIC 3000

AQ571600B 20/12/2017

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. OC037541G 07/12/2017

Additional Owners Corporation Information:

OC037540J 07/12/2017

Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 101A	380	75
Lot 102A	380	75
Lot 103A	395	80
Lot 104A	400	85
Lot 105A	385	75



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 3
PLAN NO. PS721311M**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106A	385	75
Lot 107A	380	75
Lot 108A	370	70
Lot 109A	385	75
Lot 110A	390	80
Lot 111A	395	75
Lot 112A	380	75
Lot 113A	380	75
Lot 201A	385	75
Lot 202A	385	75
Lot 203A	395	75
Lot 204A	400	85
Lot 205A	380	75
Lot 206A	380	75
Lot 207A	380	75
Lot 208A	370	70
Lot 209A	380	75
Lot 210A	385	80
Lot 211A	395	75
Lot 212A	385	75
Lot 213A	385	75
Lot 301A	390	75
Lot 302A	390	75
Lot 303A	400	75
Lot 304A	410	85
Lot 305A	385	75
Lot 306A	385	75
Lot 307A	385	75
Lot 308A	375	70



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Owners Corporation Search Report

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**OWNERS CORPORATION 3
PLAN NO. PS721311M**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 309A	385	75
Lot 310A	390	80
Lot 311A	400	75
Lot 312A	390	75
Lot 313A	390	75
Lot G63	820	205
Lot G64	580	145
Lot G65	400	100
Lot G66	340	85
Total	17225.00	3495.00

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.



Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	33
Document Assembled	28/11/2024 14:04

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PLAN OF SUBDIVISION	EDITION 12	PS 721311M
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<p>LOCATION OF LAND</p> <p>PARISH: MORANG</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 1 (PART), 2 (PART)</p> <p>TITLE REFERENCE: Vol. 11331 Fol. 992</p> <p>LAST PLAN REF: PS 721311M (STAGE 9)</p> <p>POSTAL ADDRESS : 30 OLEANDER DRIVE (at time of subdivision) MILL PARK 3082</p> <p>MGA 94 CO-ORDINATES: E 330 530 ZONE 55 (of approx centre of land in plan) N 5 830 960 GDA 94</p>	<p>COUNCIL NAME: CITY OF WHITTLESEA</p>
---	---

VESTING OF ROADS OR RESERVES	NOTATIONS
-------------------------------------	------------------

IDENTIFIER	COUNCIL/BODY/PERSON
Reserve 1	Whittlesea City Council

NOTATIONS	
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<p>DEPTH LIMITATION: DOES NOT APPLY</p> <p>SURVEY: THIS PLAN IS BASED ON SURVEY</p> <p>STAGING: THIS IS A STAGED SUBDIVISION PLANNING PERMIT NO: 715564</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS: IN PROCLAIMED SURVEY AREA NUMBER:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>----- INDICATES EXTENT OF EASEMENT</p> <p>//////// INDICATES LOCATION OF STRUCTURE</p> <p>//////// INDICATES LOCATION OF STRUCTURE</p> </div>	<p>SEE NOTATIONS SHEET 2</p>
---	------------------------------

EASEMENT INFORMATION

LEGEND: A – APPURTENANT EASEMENT E – ENCUMBERING EASEMENT R – ENCUMBERING EASEMENT (ROAD)

EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
A-1	CARRIAGEWAY	10.80	INST. No. AL948259C	LOT S2 IN PS 721311M

PS 721311M

NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

EXTERIOR FACE: BOUNDARIES MARKED E

MEDIAN: BOUNDARIES MARKED M

INTERIOR FACE: ALL OTHER BOUNDARIES AND BOUNDARIES MARKED I

DIMENSIONS SHOWN THUS *12.01 ARE MEASURED TO THE EXPOSED FACE

AS TO THE BUILDING CONTAINING LOTS G17C, G18 TO G20, G21A, 101 TO 118, 201 TO 218, 301 TO 312 & 1S TO 3S (ALL INCLUSIVE) SHOWN IN DIAGRAMS 1, 1B, 1C, 2A, 3A & 4A:

COMMON PROPERTY No.2 IS ALL THE LAND IN THE DIAGRAMS EXCEPT THE LOTS AND COMMON PROPERTY No.1

COMMON PROPERTY No.2 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES UNLESS SHOWN OTHERWISE.

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 2 THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

AS TO THE BUILDING CONTAINING LOTS G63 TO G66, 101A TO 113A, 201A TO 213A & 301A TO 313A (ALL INCLUSIVE) SHOWN IN DIAGRAMS 1G, 1H, 1J, 2D, 3B & 4B:

COMMON PROPERTY No.3 IS ALL THE LAND IN THE DIAGRAMS EXCEPT THE LOTS AND COMMON PROPERTY No.1

COMMON PROPERTY No.3 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES UNLESS SHOWN OTHERWISE.

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 3 THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

AS TO THE BUILDING CONTAINING LOTS G67 TO G70 (ALL INCLUSIVE) SHOWN IN DIAGRAMS 1 & 2 (Sheets 29 & 30)

COMMON PROPERTY No.4 IS ALL THE LAND IN THE DIAGRAMS EXCEPT THE LOTS AND COMMON PROPERTY No.1

COMMON PROPERTY No.4 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES UNLESS SHOWN OTHERWISE.

ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 4 THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE THE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES.



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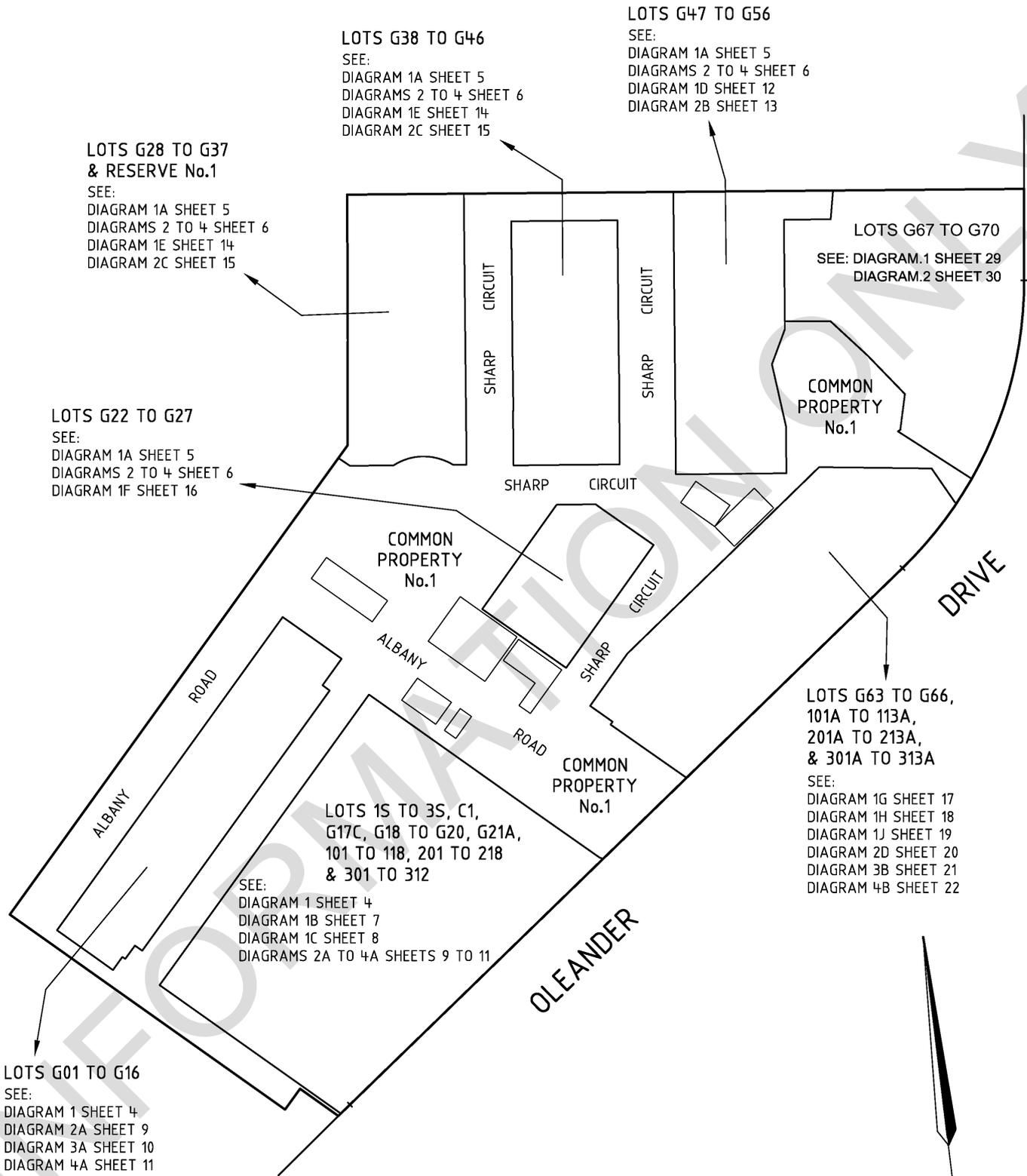
ORIGINAL SHEET
SIZE: A3

SHEET 2

MARK SEAN HOWLEY

REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)

PS 721311M

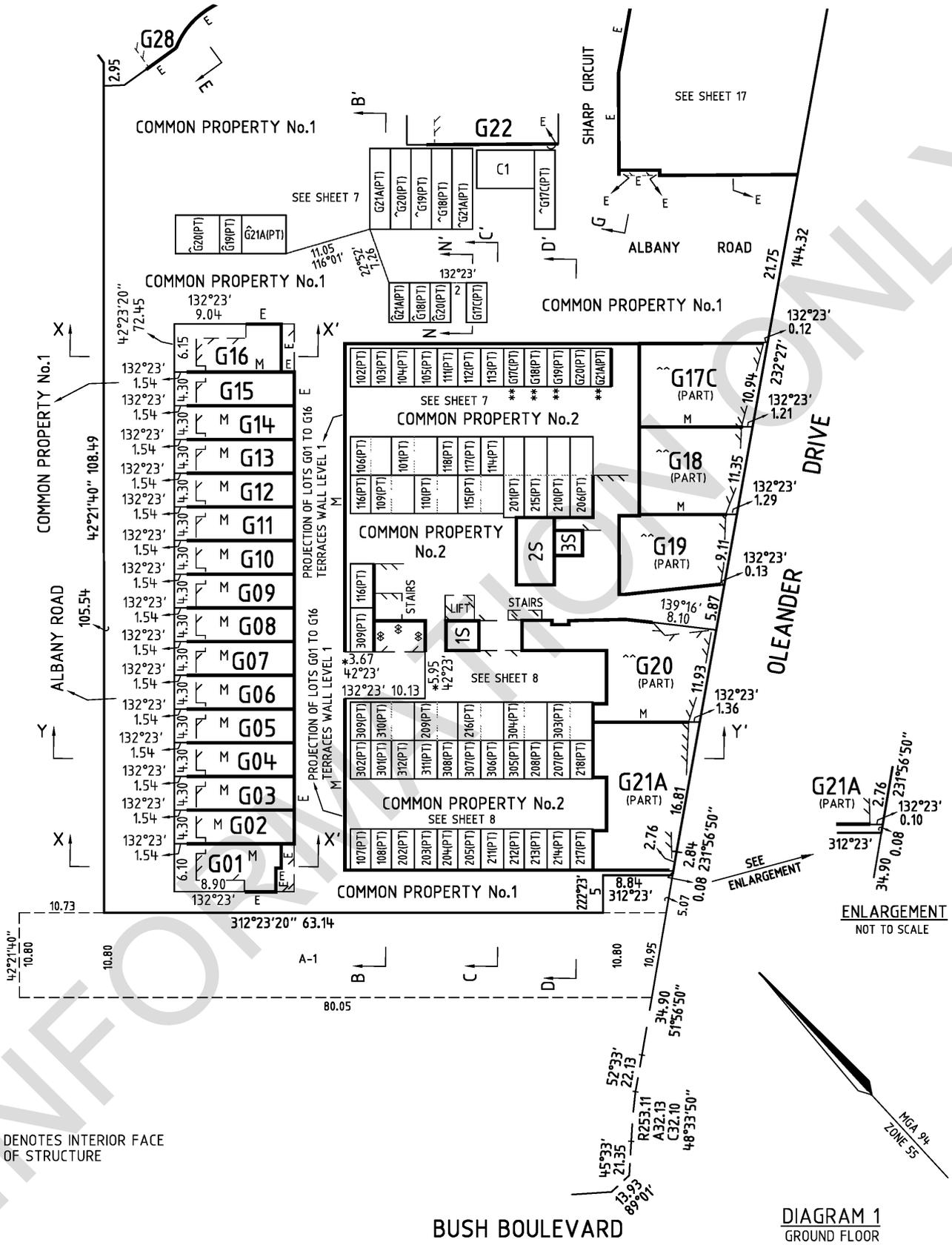


KEY PLAN



PS 721311M

SEE SHEET 5



⊗ DENOTES INTERIOR FACE OF STRUCTURE

ENLARGEMENT NOT TO SCALE

DIAGRAM 1
GROUND FLOOR

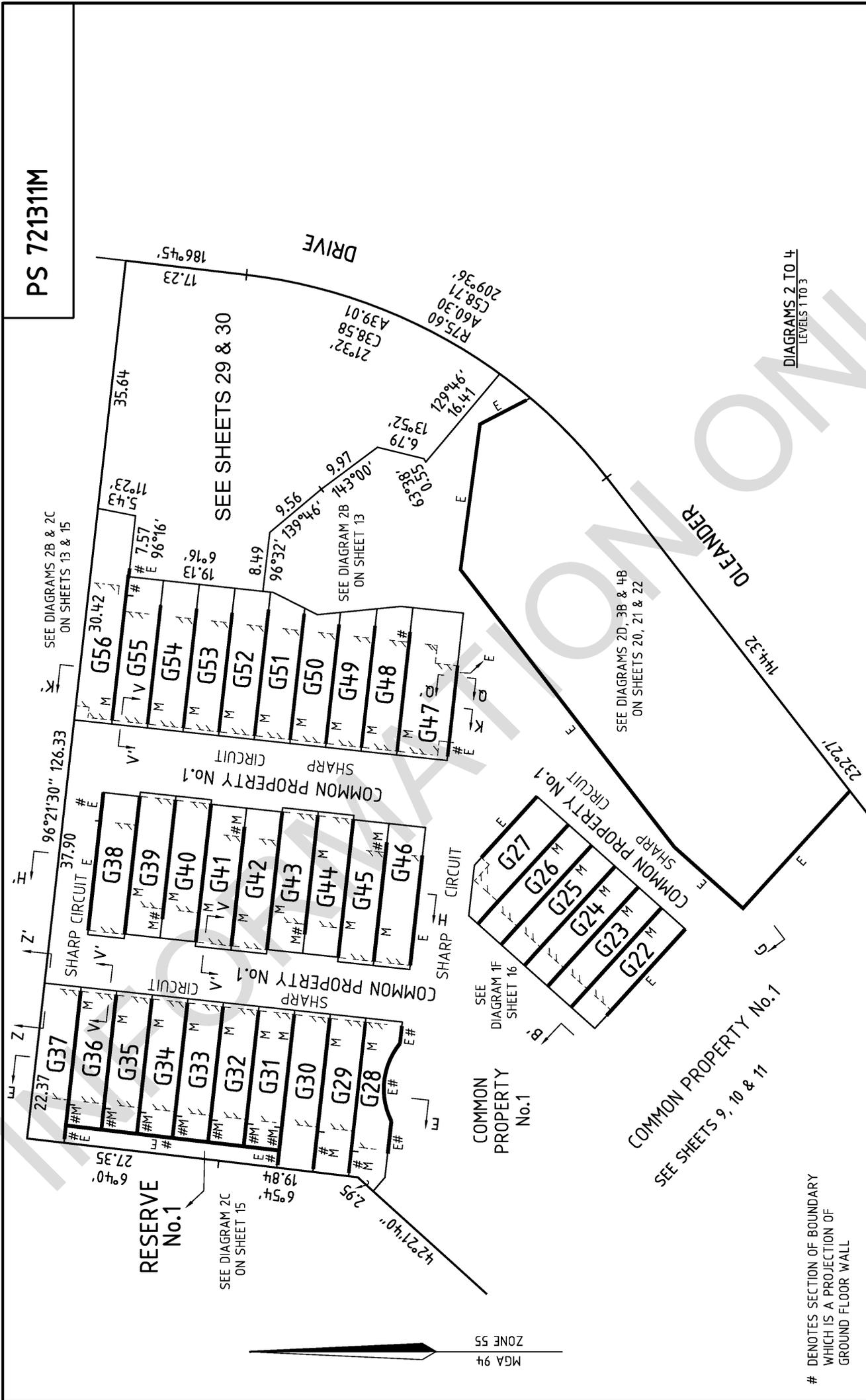
BUSH BOULEVARD

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SCALE 1:500
 5 0 5 10 15 20
 LENGTHS ARE IN METRES
 MARK SEAN HOWLEY
 REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)

ORIGINAL SHEET SIZE: A3 SHEET 4

PS 721311M



DENOTES SECTION OF BOUNDARY WHICH IS A PROJECTION OF GROUND FLOOR WALL

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REF: 4989PS6_Stage 6

VERSION: 8 (8.11.17)

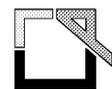
SCALE 1: 500



ORIGINAL SHEET SIZE: A3

SHEET 6

MARK SEAN HOWLEY



PS 721311M

MGA 94
ZONE 55

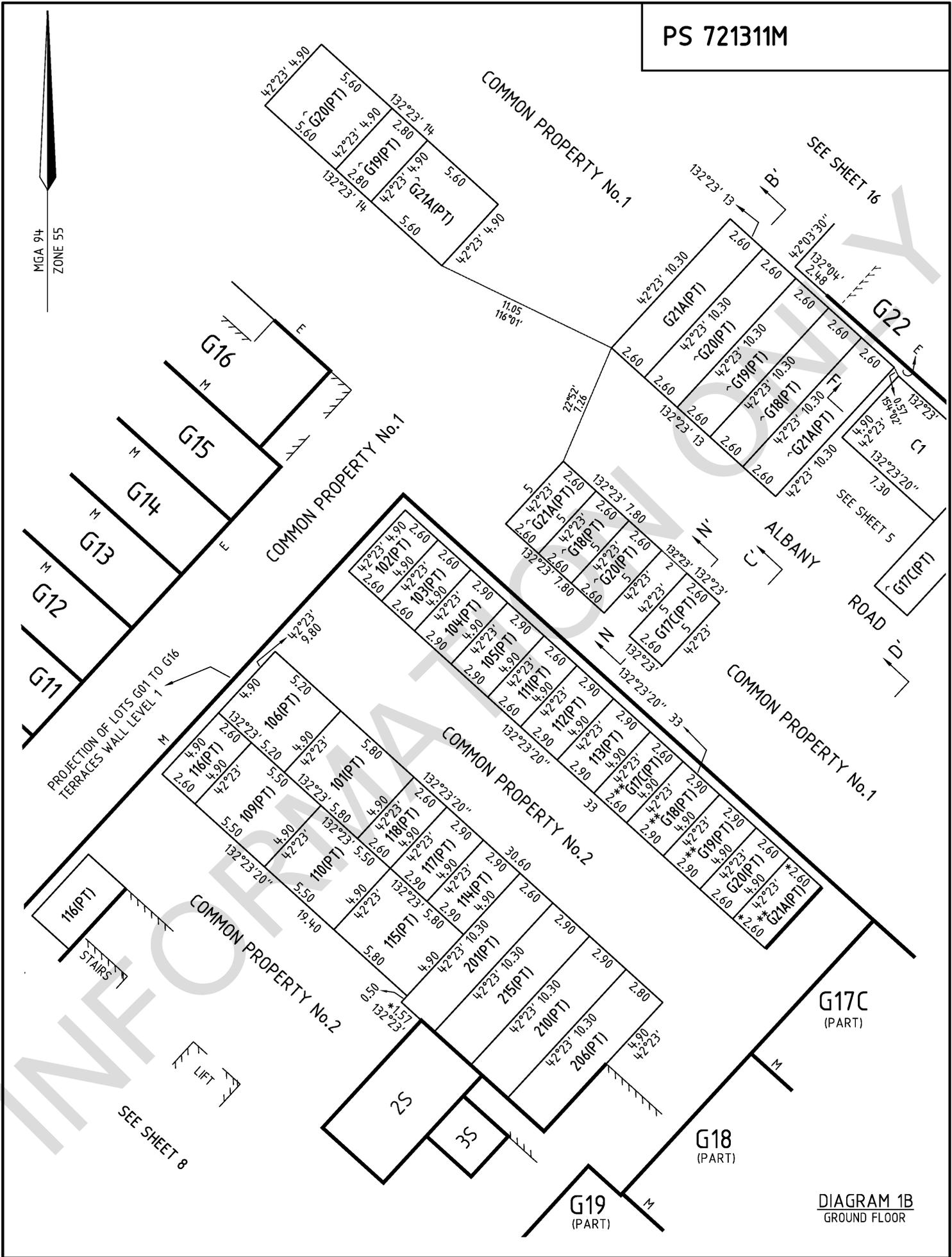


DIAGRAM 1B
GROUND FLOOR

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SCALE
1: 200

LENGTHS ARE IN METRES

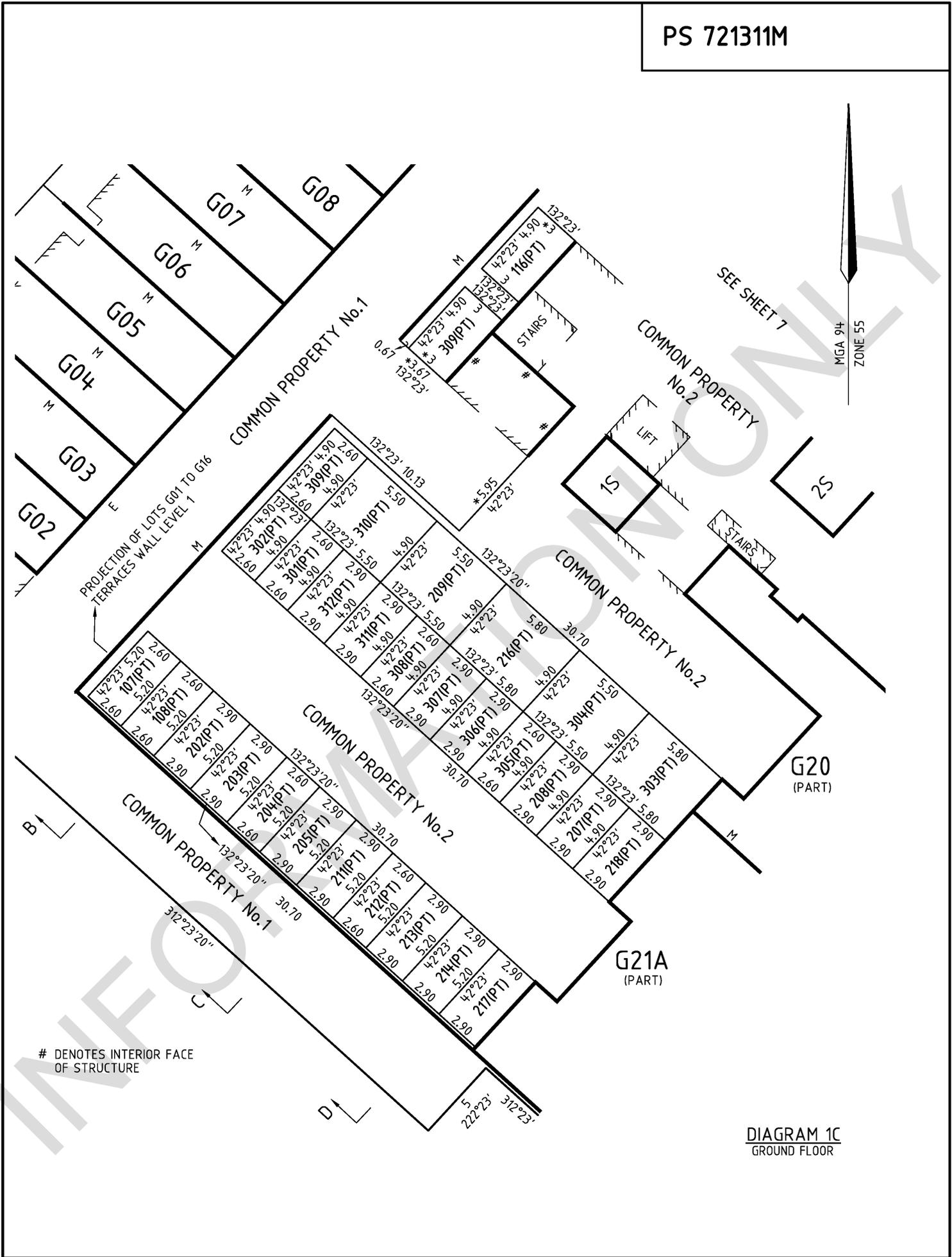
MARK SEAN HOWLEY

REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)

ORIGINAL SHEET
SIZE: A3

SHEET 7

PS 721311M



SEE SHEET 7

MGA 94
ZONE 55

DIAGRAM 1C
GROUND FLOOR

DENOTES INTERIOR FACE
OF STRUCTURE



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SCALE
1: 200



ORIGINAL SHEET
SIZE: A3

SHEET 8

MARK SEAN HOWLEY

REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)

PS 721311M

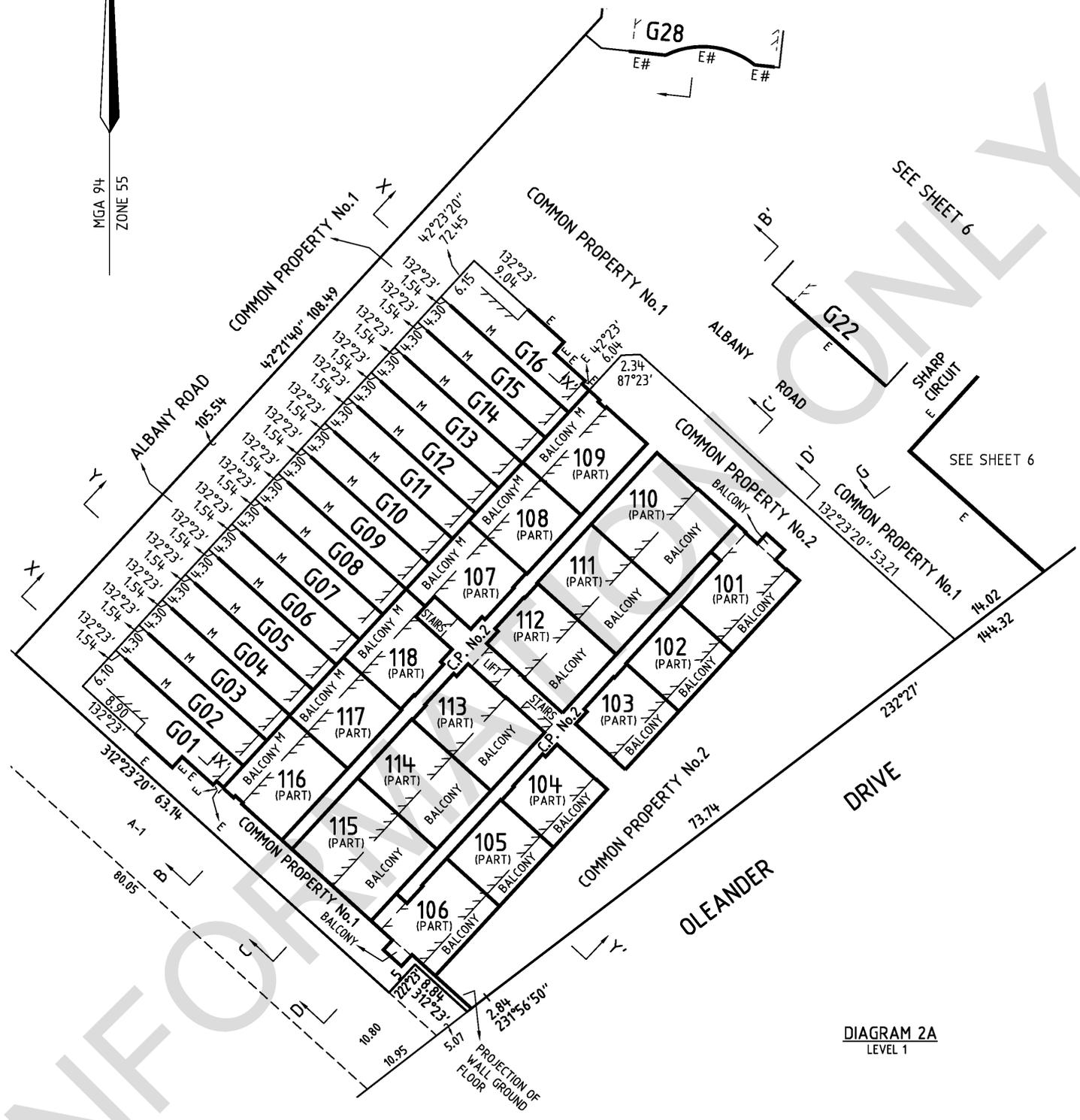


DIAGRAM 2A
LEVEL 1

DENOTES SECTION OF BOUNDARY WHICH IS A PROJECTION OF GROUND FLOOR WALL

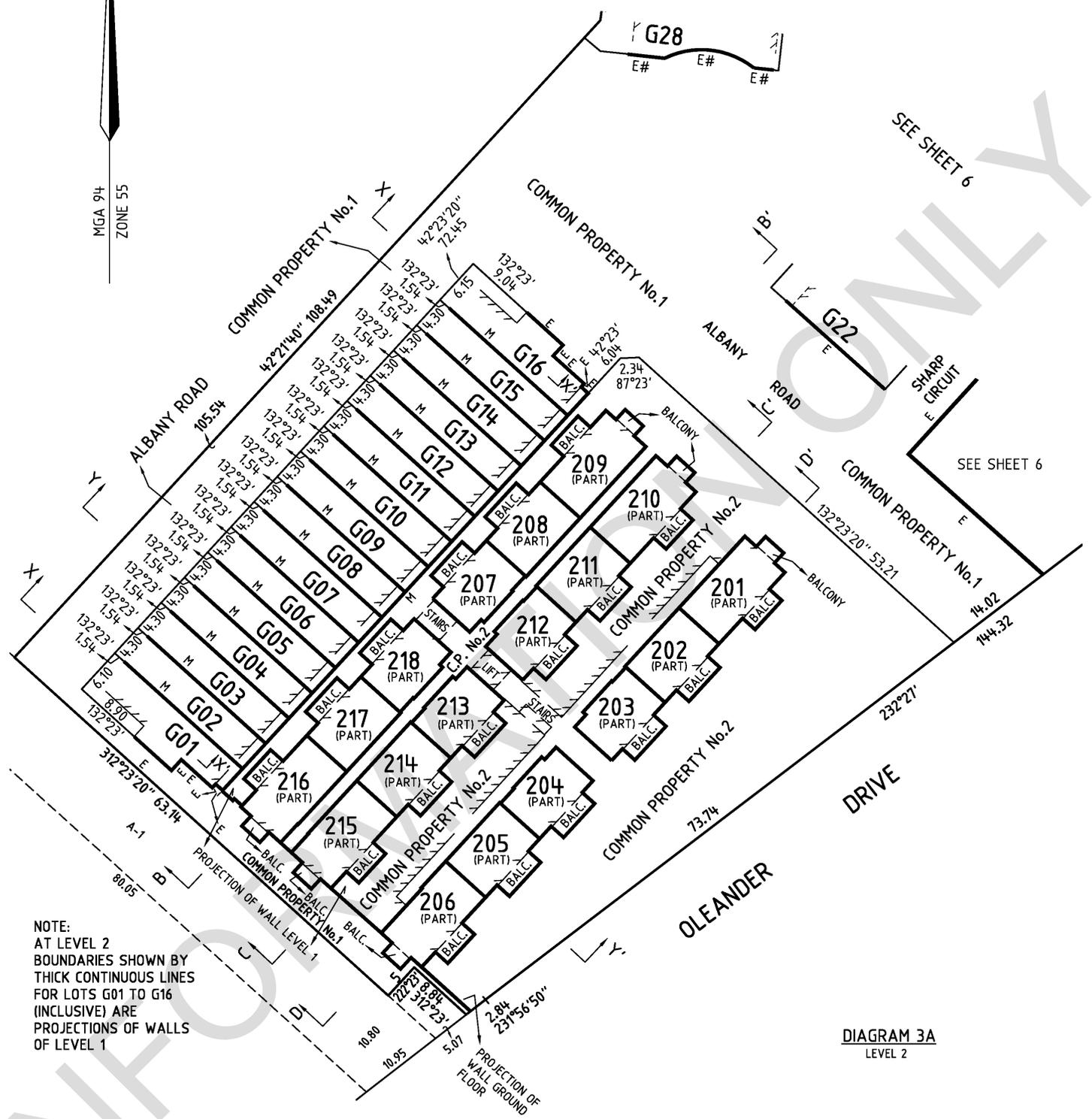
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SCALE
 1 : 500

 LENGTHS ARE IN METRES
 MARK SEAN HOWLEY
 REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)

ORIGINAL SHEET
 SIZE: A3
 SHEET 9

PS 721311M



SEE SHEET 6

SEE SHEET 6

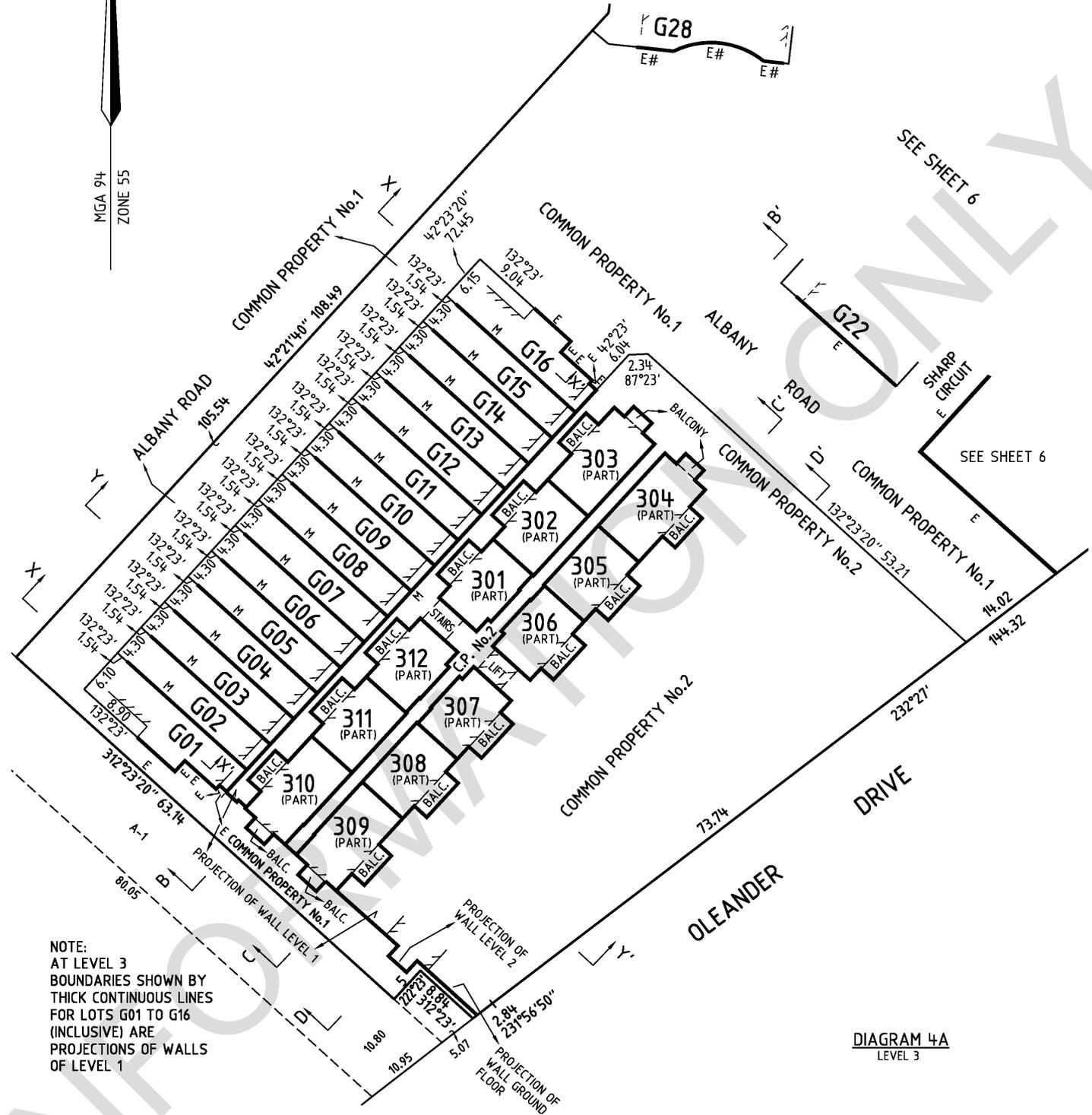
NOTE:
 AT LEVEL 2
 BOUNDARIES SHOWN BY
 THICK CONTINUOUS LINES
 FOR LOTS G01 TO G16
 (INCLUSIVE) ARE
 PROJECTIONS OF WALLS
 OF LEVEL 1

DIAGRAM 3A
 LEVEL 2

DENOTES SECTION OF BOUNDARY
 WHICH IS A PROJECTION OF
 GROUND FLOOR WALL

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	MARK SEAN HOWLEY		REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)	

PS 721311M



SEE SHEET 6

SEE SHEET 6

NOTE:
AT LEVEL 3
BOUNDARIES SHOWN BY
THICK CONTINUOUS LINES
FOR LOTS G01 TO G16
(INCLUSIVE) ARE
PROJECTIONS OF WALLS
OF LEVEL 1

DIAGRAM 4A
LEVEL 3

DENOTES SECTION OF BOUNDARY
WHICH IS A PROJECTION OF
GROUND FLOOR WALL

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	<p>MARK SEAN HOWLEY</p>		<p>REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)</p>

PS 721311M

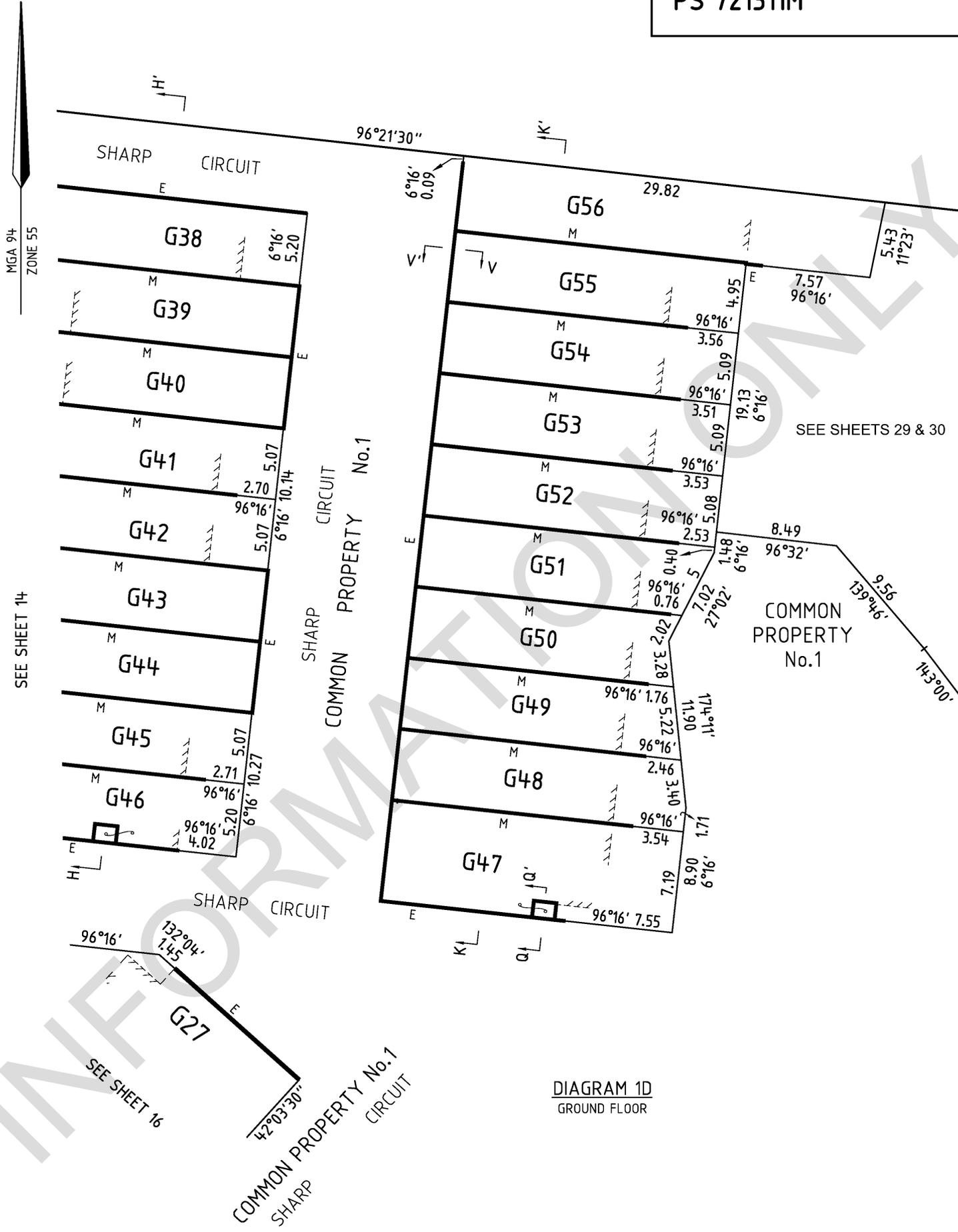


DIAGRAM 1D
GROUND FLOOR

PS 721311M

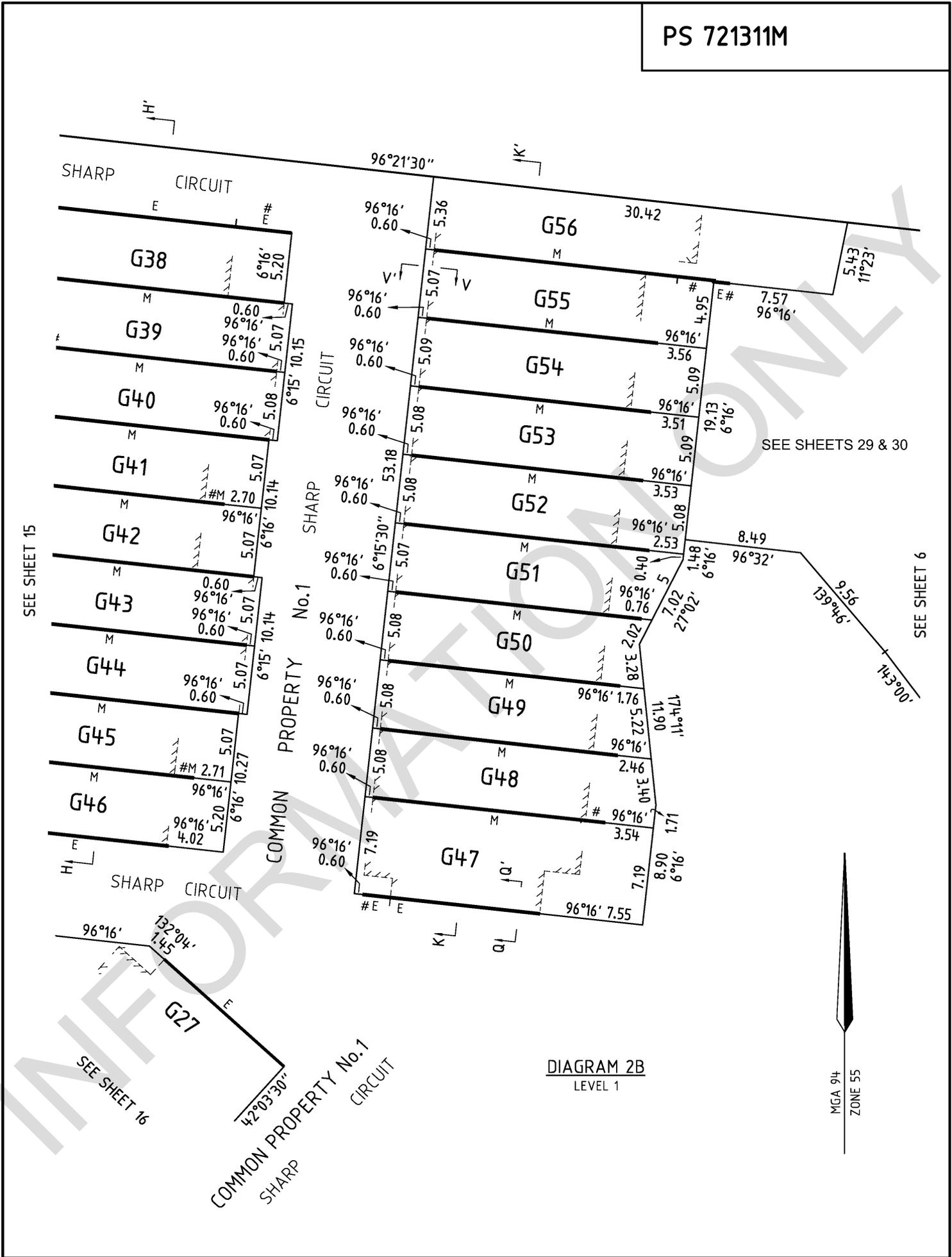
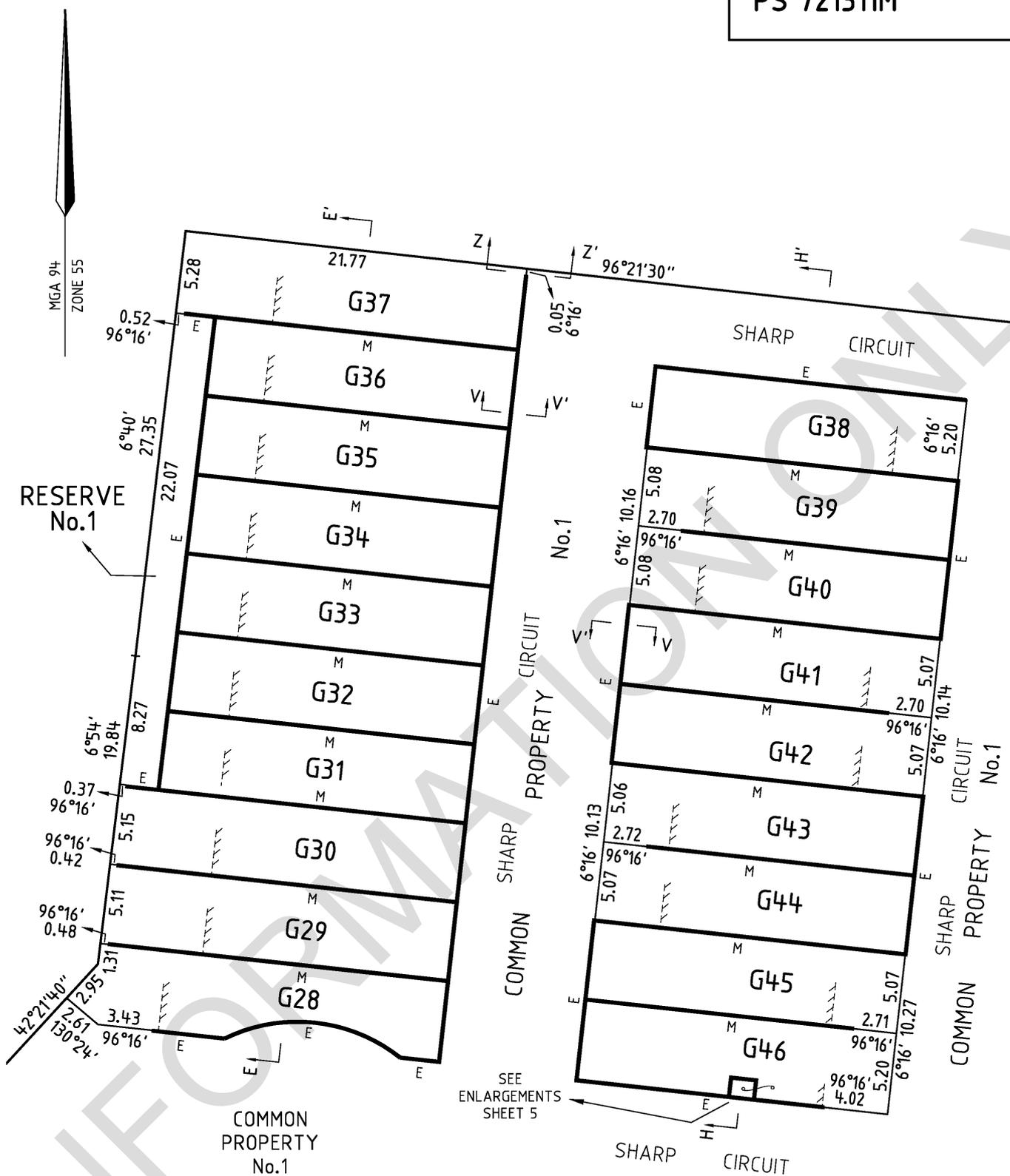


DIAGRAM 2B
LEVEL 1

MGA 94
ZONE 55

PS 721311M



SEE ENLARGEMENTS SHEET 5

SEE SHEET 5

SEE SHEET 12

DIAGRAM 1E
GROUND FLOOR

REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)

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SCALE 1: 250

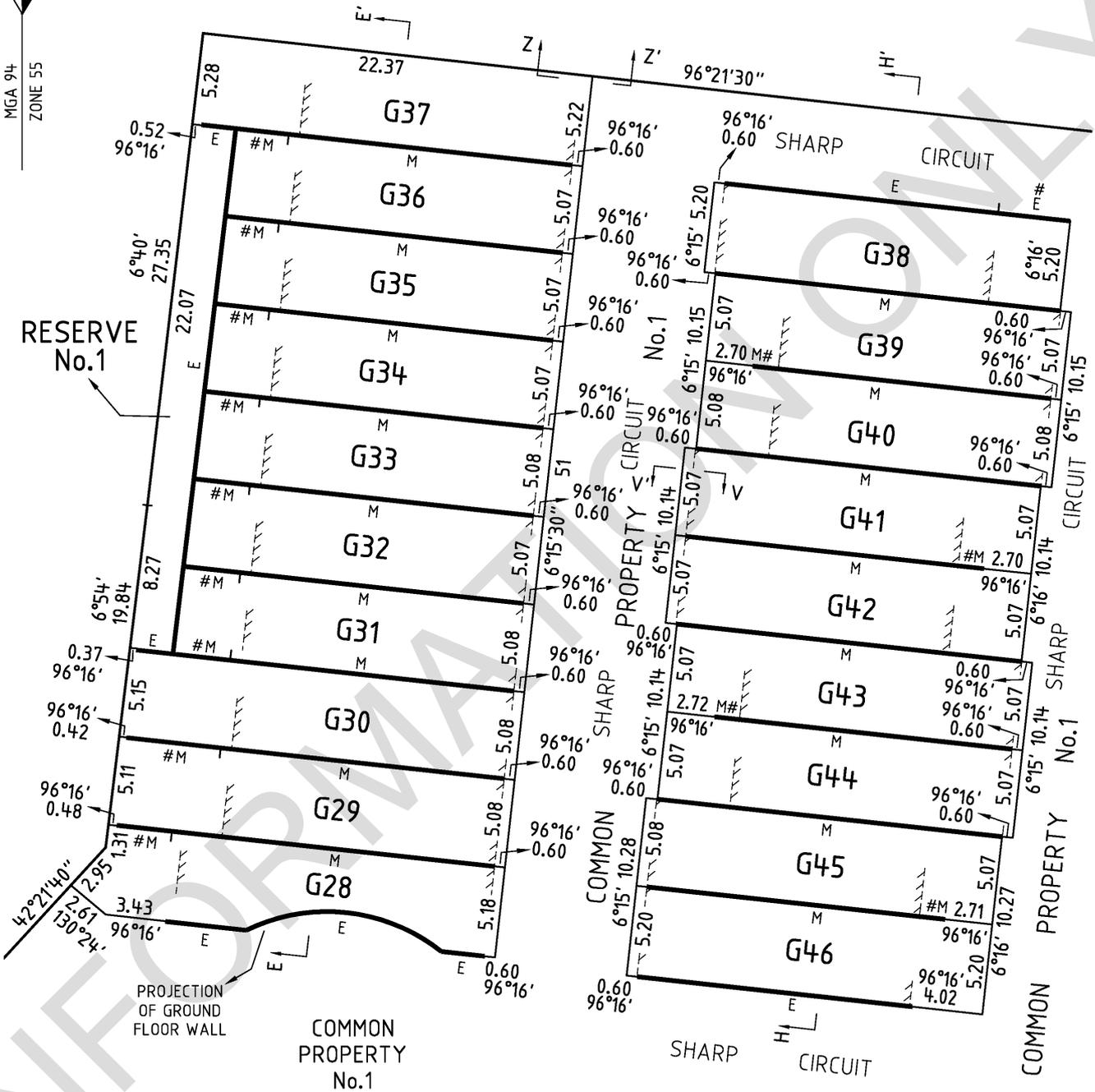
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 14

MARK SEAN HOWLEY

PS 721311M



SEE SHEET 13

SEE SHEET 6

DENOTES SECTION OF BOUNDARY WHICH IS A PROJECTION OF GROUND FLOOR WALL

DIAGRAM 2C
LEVEL 1

REF: 4989PS6_Stage 6

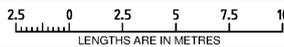
VERSION: 8 (8.11.17)



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SCALE
1: 250



ORIGINAL SHEET
SIZE: A3

SHEET 15

MARK SEAN HOWLEY

PS 721311M

LOTS G22 TO G27 (INCLUSIVE) ARE UNLIMITED TO HEIGHT & DEPTH

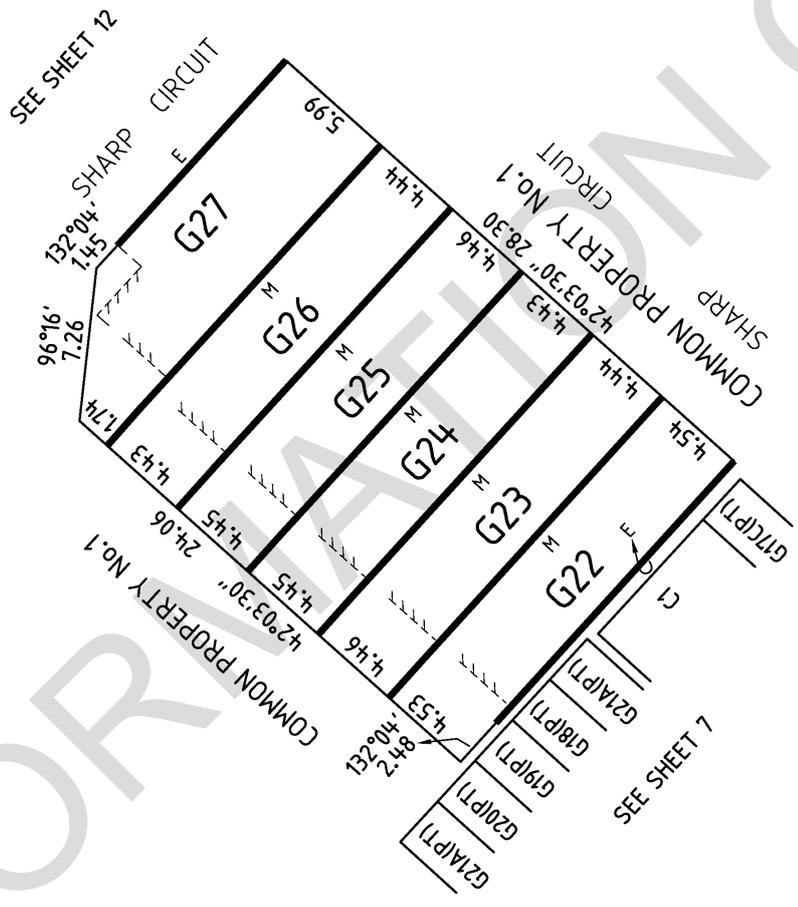
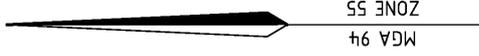


DIAGRAM 1F
GROUND FLOOR

<p>CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS</p> <p>7A/346 Belmore Road office@crsurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933</p>	REF: 4989PS6_Stage 6	VERSION: 8 (8.11.17)	SCALE 1 : 250	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 16
	MARK SEAN HOWLEY					

PS 721311M

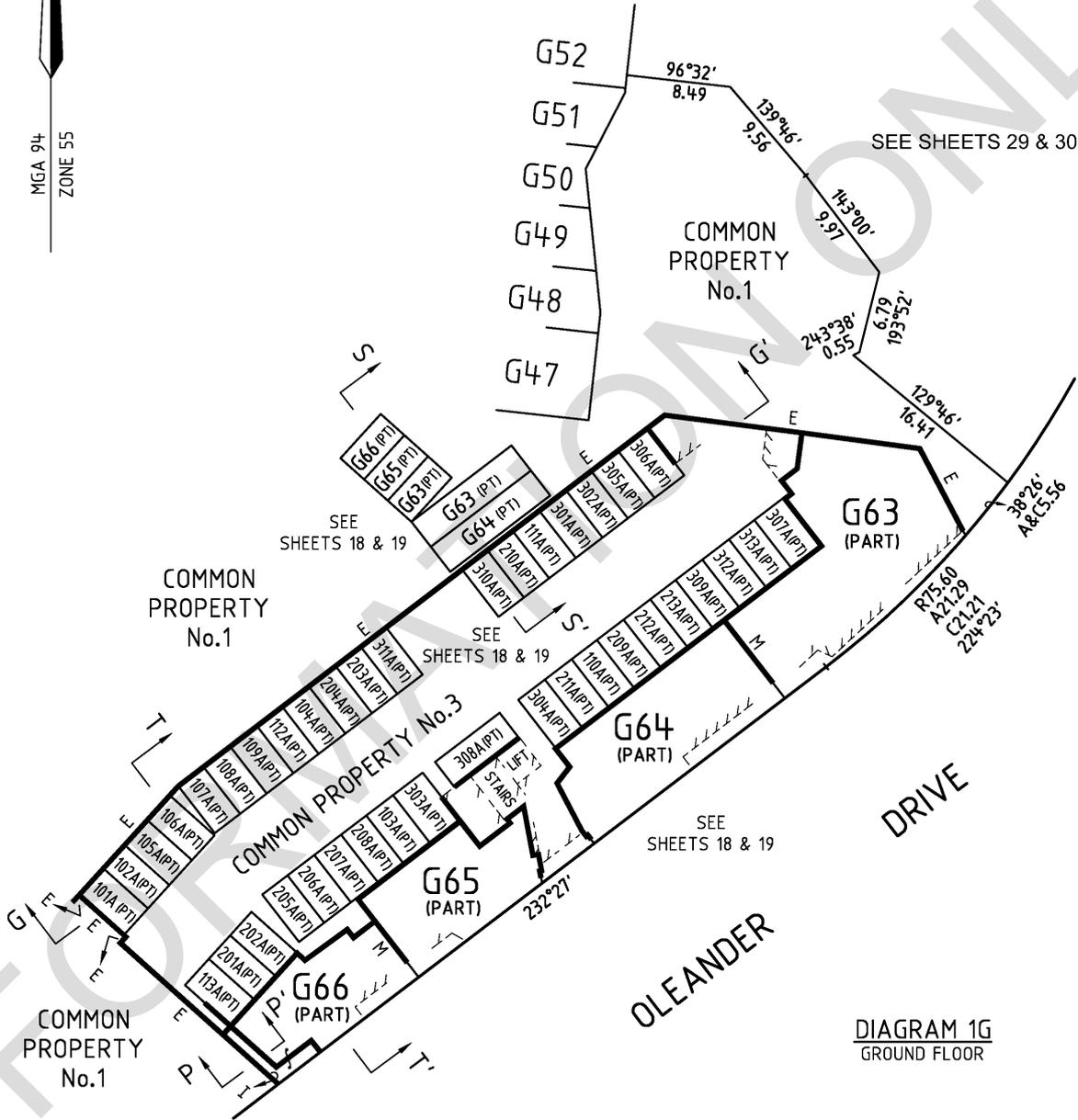


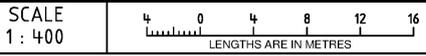
DIAGRAM 1G
GROUND FLOOR

REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)



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ORIGINAL SHEET
SIZE: A3

SHEET 17

MARK SEAN HOWLEY

PS 721311M

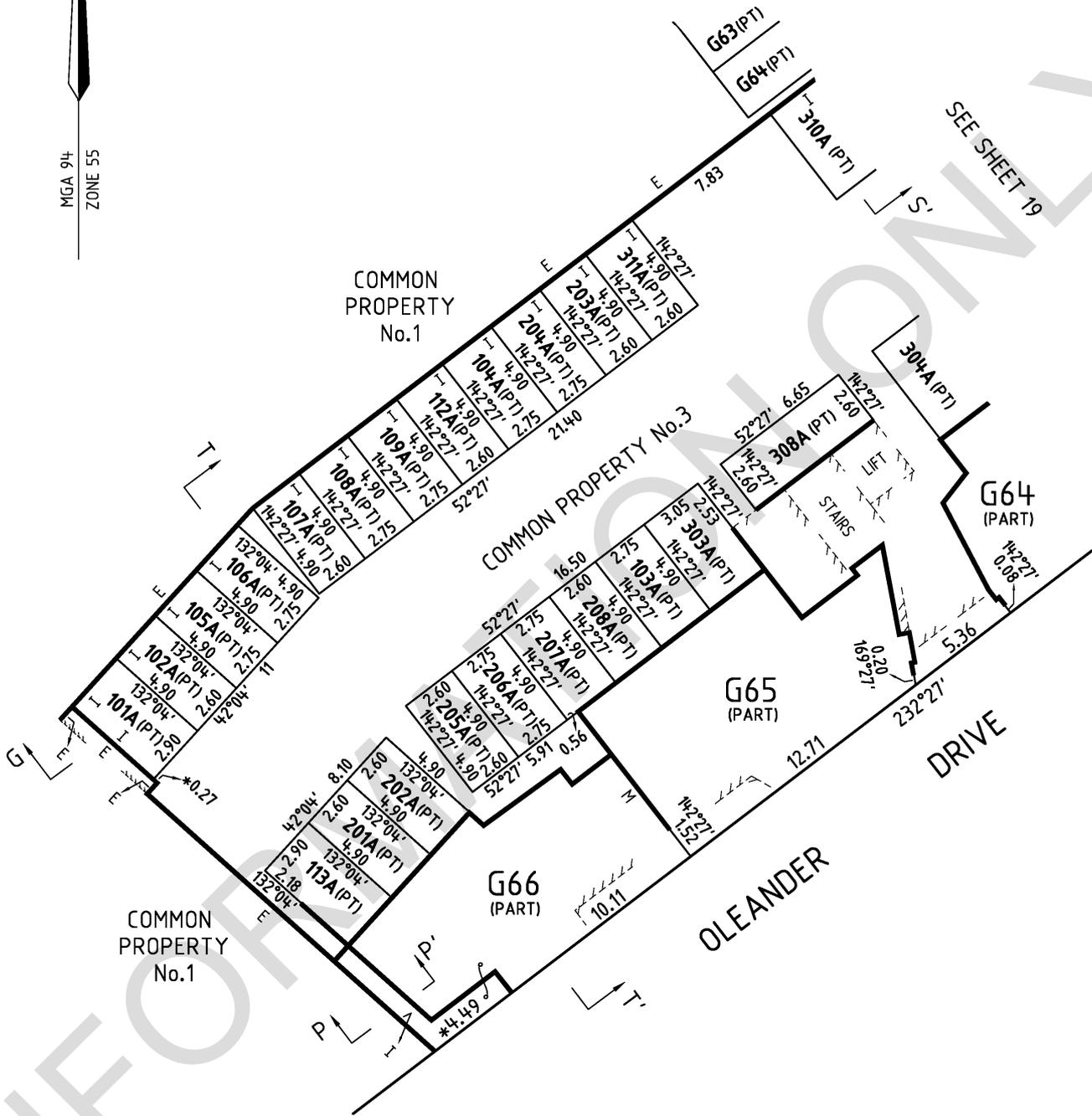


DIAGRAM 1H
GROUND FLOOR

REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)

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SCALE 1:200

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3 SHEET 18

MARK SEAN HOWLEY

PS 721311M

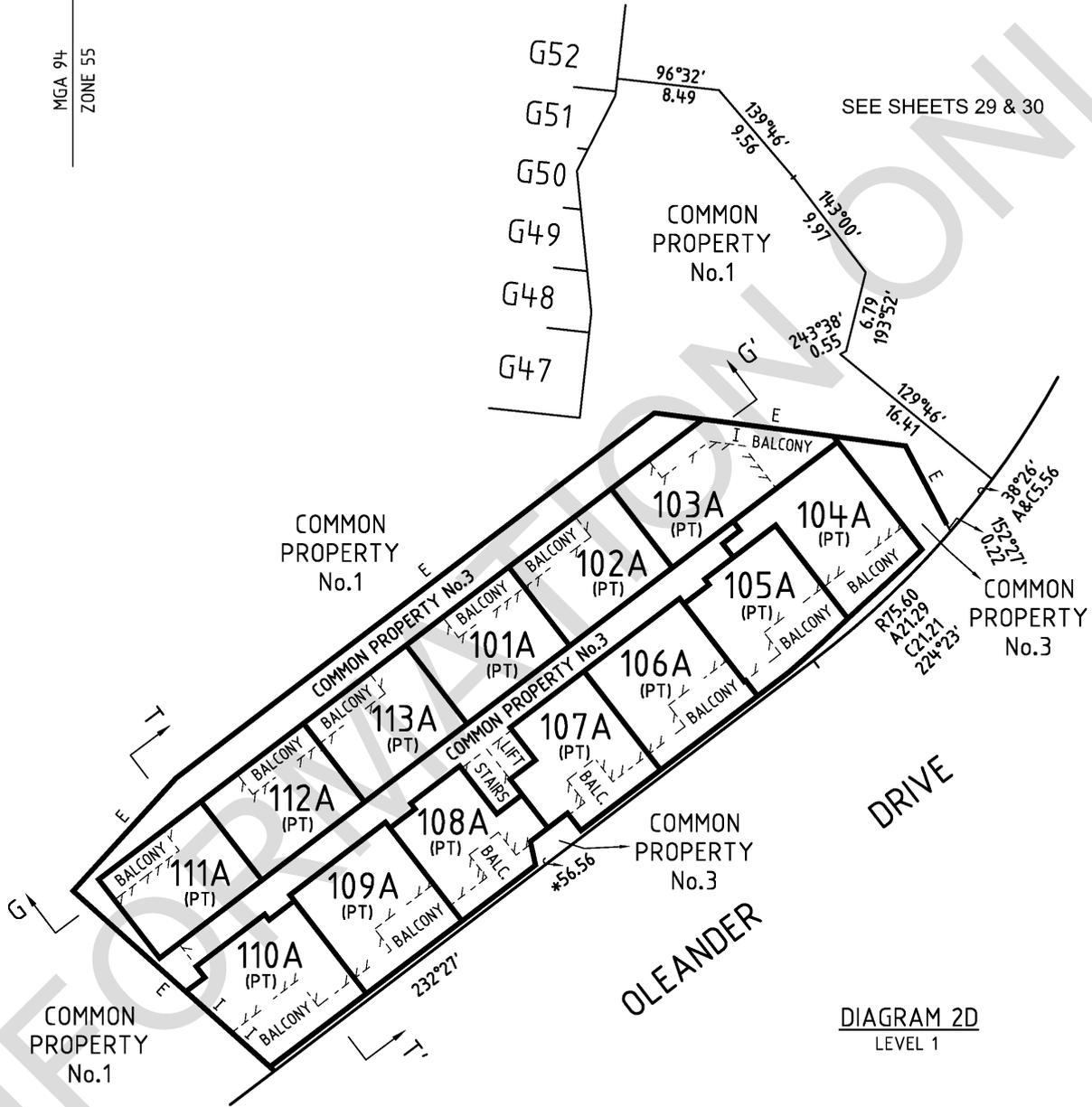


DIAGRAM 2D
LEVEL 1

REF: 4989PS6_Stage 6

VERSION: 8 (8.11.17)



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LAND SURVEYORS TOWN PLANNERS
DEVELOPMENT CONSULTANTS

7A/346 Belmore Road office@crsurvey.com.au
Balwyn Vic 3103 Tel: 03 9890 0933

SCALE
1 : 400



ORIGINAL SHEET
SIZE: A3

SHEET 20

MARK SEAN HOWLEY

PS 721311M

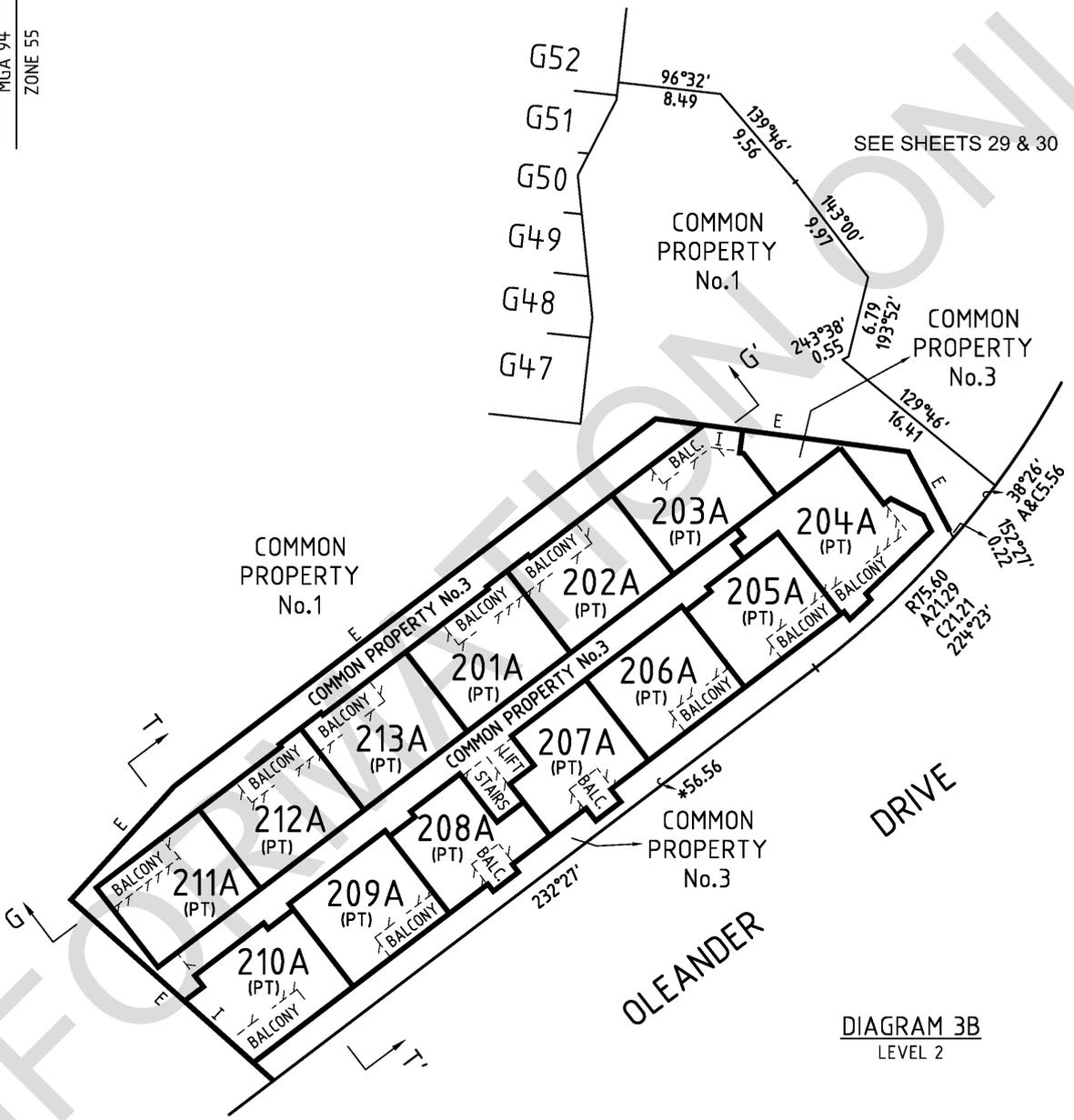


DIAGRAM 3B
LEVEL 2

REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)

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 DEVELOPMENT CONSULTANTS

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 Balwyn Vic 3103 Tel: 03 9890 0933

SCALE
1 : 400

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3	SHEET 21
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MARK SEAN HOWLEY

PS 721311M/S6

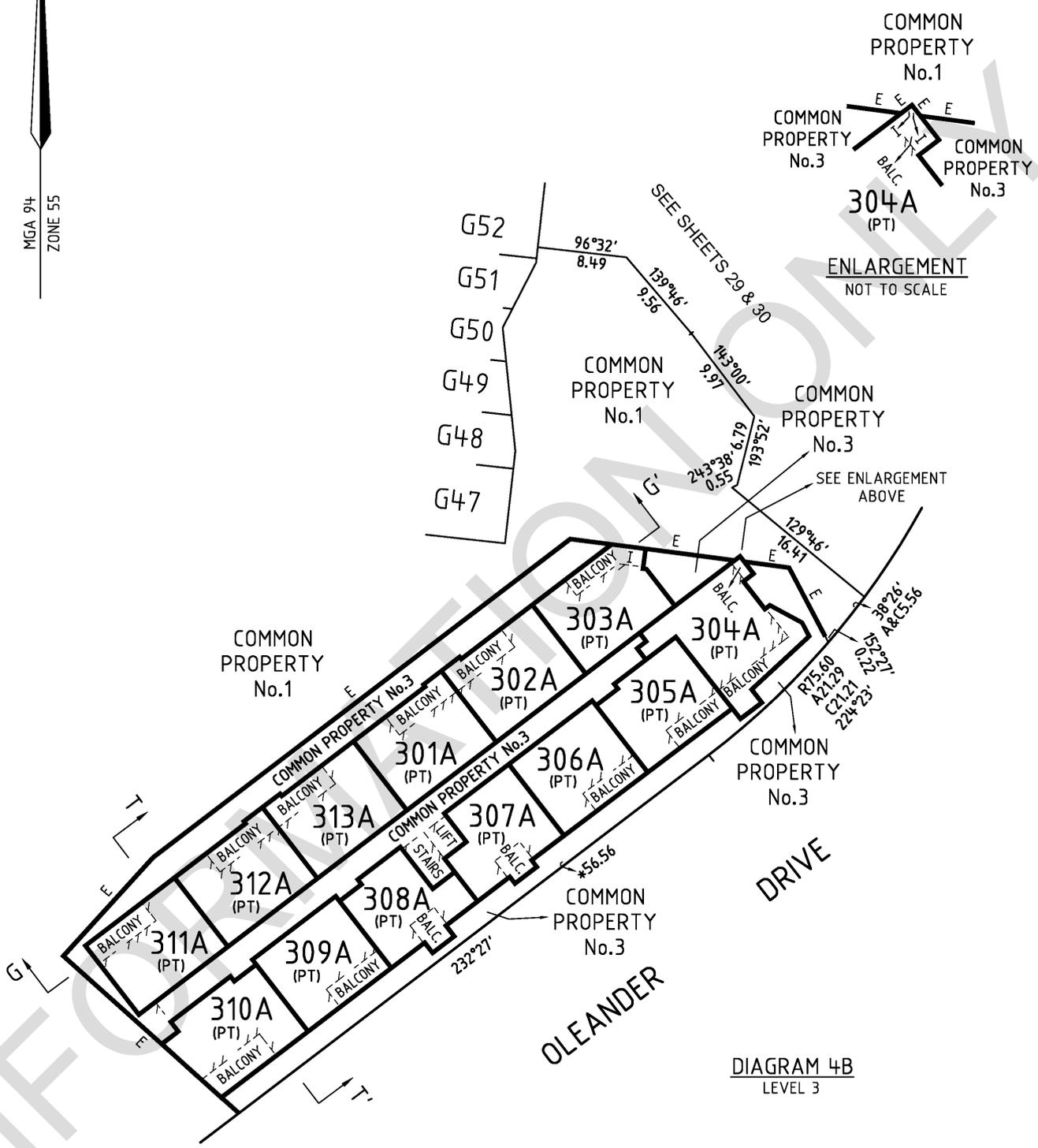


DIAGRAM 4B
LEVEL 3

REF: 4989PS6_Stage 6 VERSION: 8 (8.11.17)

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 Balwyn Vic 3103 Tel: 03 9890 0933

SCALE
 1 : 400

LENGTHS ARE IN METRES

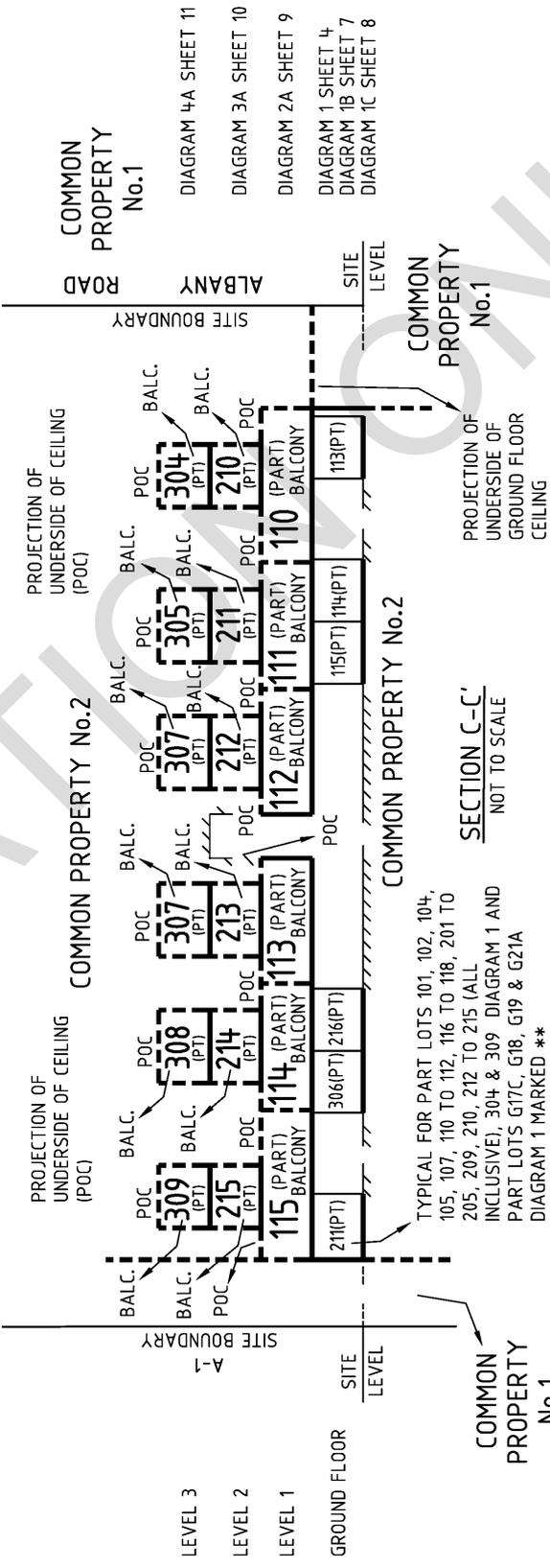
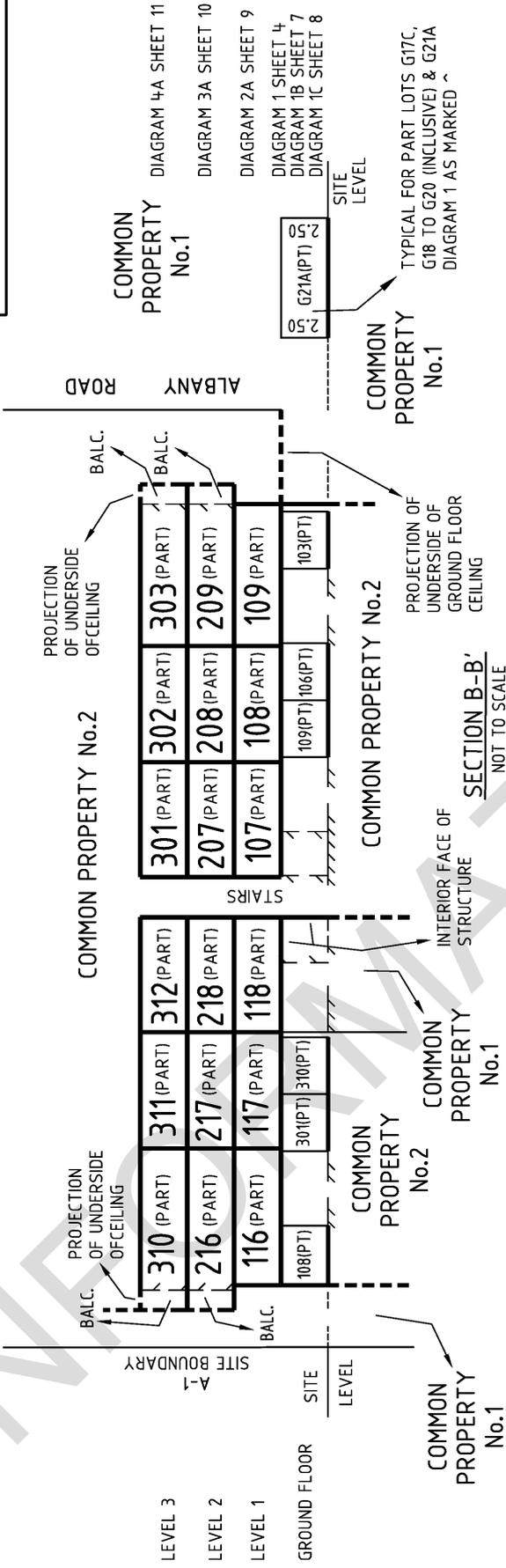
MARK SEAN HOWLEY

ORIGINAL SHEET
 SIZE: A3

SHEET 22

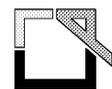
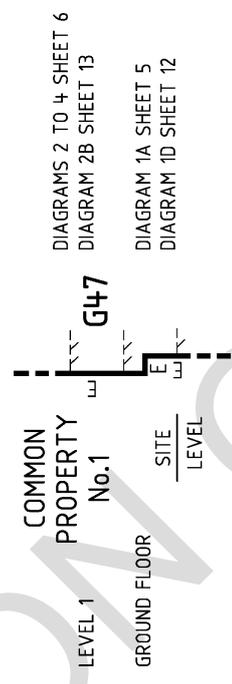
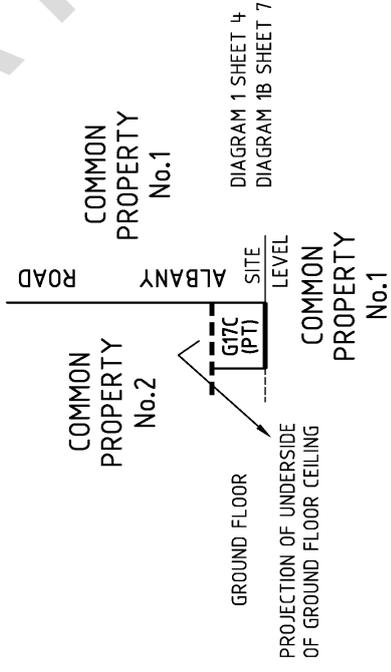
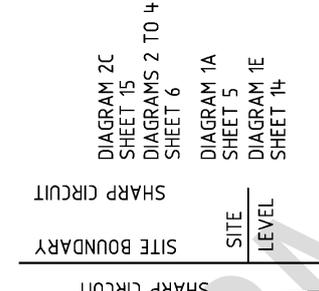
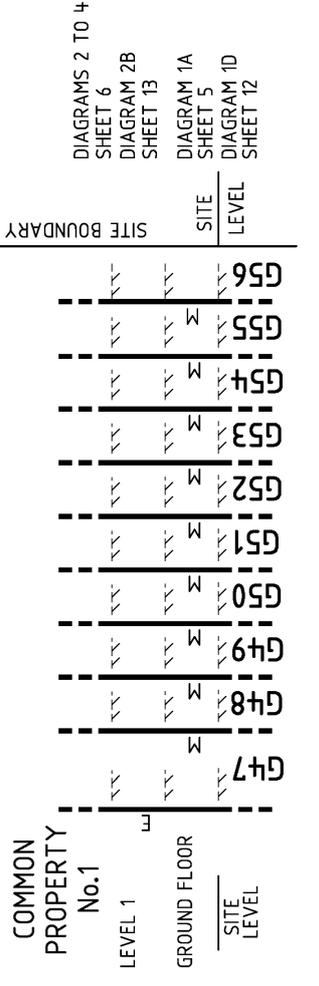
PS 721311M

LOT S7 IS UNLIMITED TO HEIGHT & DEPTH



<p>CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS</p> <p>7A/346 Belmore Road office@crsurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933</p>	<p>VERSION: 8 (8.11.17)</p>	<p>MARK SEAN HOWLEY</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 23</p>
	<p>REF: 4989PS6_Stage 6</p>	<p>MARK SEAN HOWLEY</p>	<p>MARK SEAN HOWLEY</p>	<p>MARK SEAN HOWLEY</p>

PS 721311M



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DEVELOPMENT CONSULTANTS
7A/346 Belmore Road office@crsurvey.com.au
Balwyn Vic 3103 Tel: 03 9890 0933

REF: 4989PS6_Stage 6

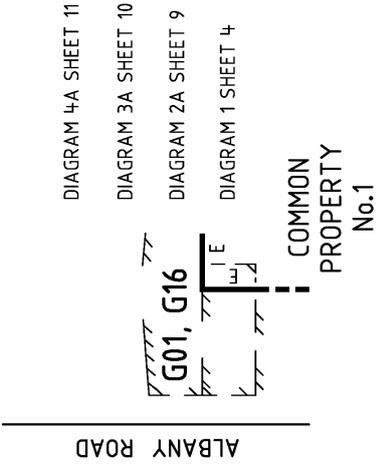
VERSION: 8 (8.11.17)

MARK SEAN HOWLEY

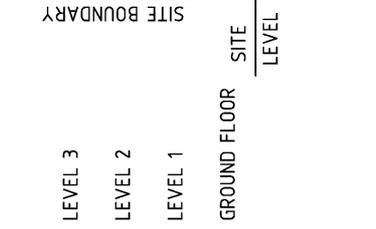
SHEET 25

ORIGINAL SHEET SIZE: A3

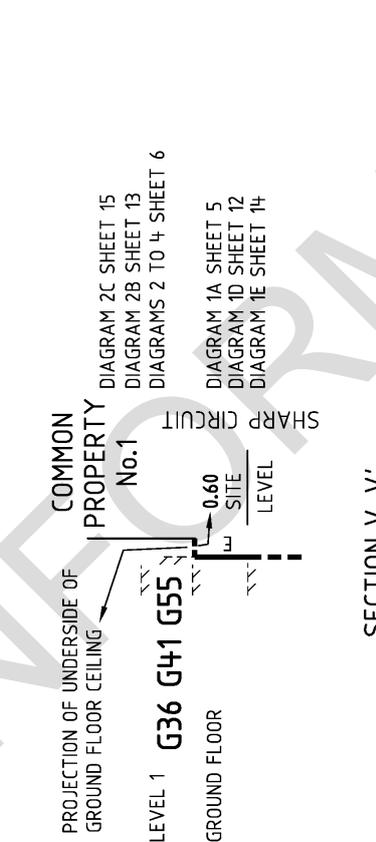
PS 721311M



SECTION V-V' TYPICAL FOR LOTS G28 TO G35, G37, G38, G42, G45 TO G54 (ALL INCLUSIVE) & G56 FOR BOTH DIAGRAMS 1 & 2



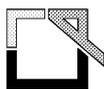
SECTION X-X' TYPICAL FOR LOTS G28 TO G35, G37, G38, G42, G45 TO G54 (ALL INCLUSIVE) & G56 FOR BOTH DIAGRAMS 1 & 2



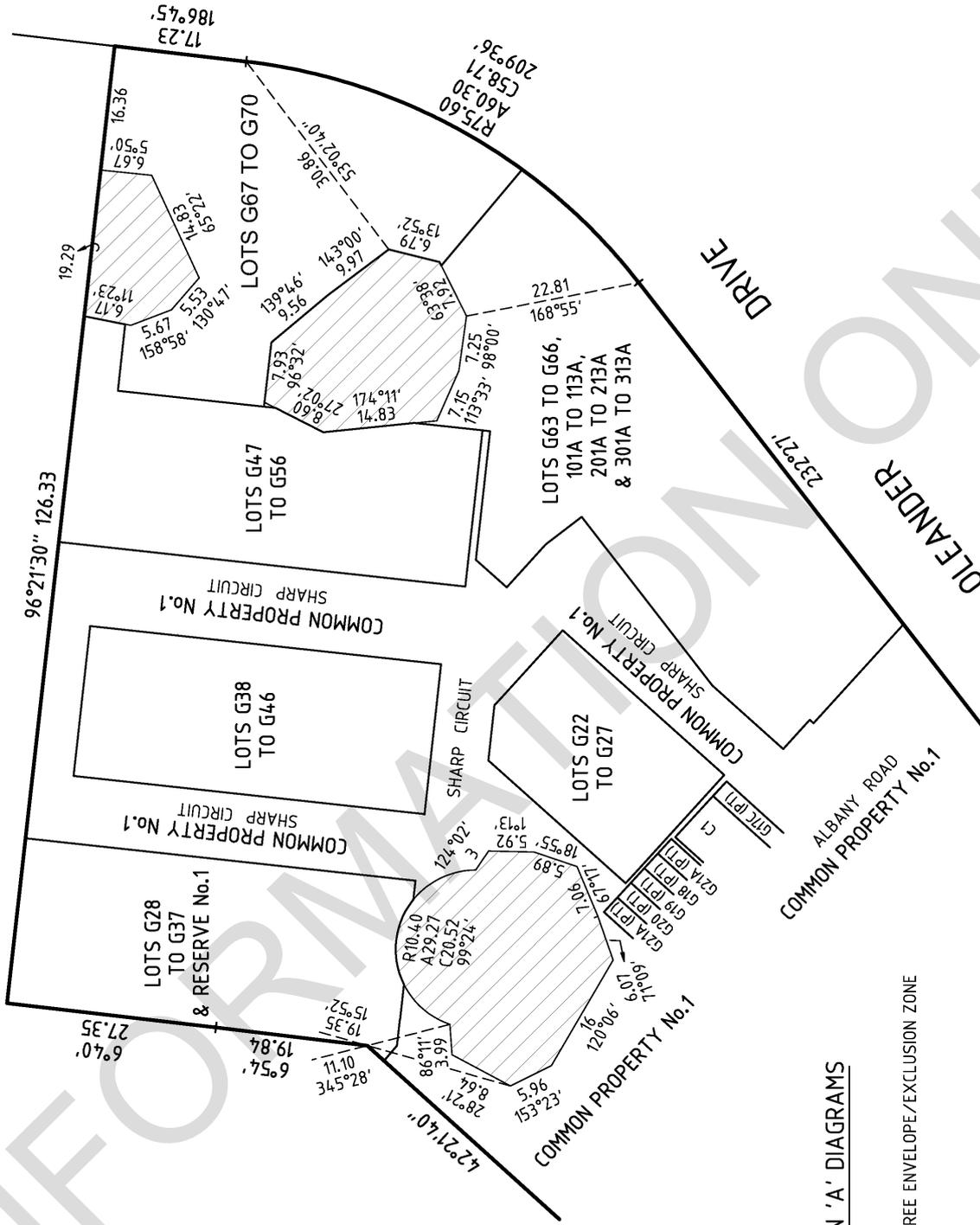
SECTION Y-Y' TYPICAL FOR PART LOTS G17C & G18 TO G20 (INCLUSIVE) DIAGRAM 1 AS MARKED ^^



SECTION Z-Z' TYPICAL FOR LOTS G28 TO G35, G37, G38, G42, G45 TO G54 (ALL INCLUSIVE) & G56 FOR BOTH DIAGRAMS 1 & 2

 <p>CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS</p> <p>7A/346 Belmore Road office@crsurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933</p>	REF: 4989PS6_Stage 6	VERSION: 8 (8.11.17)	MARK SEAN HOWLEY
	ORIGINAL SHEET SIZE: A3	SHEET 26	

PS 721311M



RESTRICTION 'A' DIAGRAMS



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 Balwyn Vic 3103 Tel: 03 9890 0933

SCALE 1:600
 LENGTHS ARE IN METRES
 MARK SEAN HOWLEY

ORIGINAL SHEET SIZE: A3
 SHEET 28

PS 721311M/S7

NOTE: DIMENSIONS SHOWN THUS *A9.70 & *C9.69 ARE MEASURED TO EXPOSED FACE

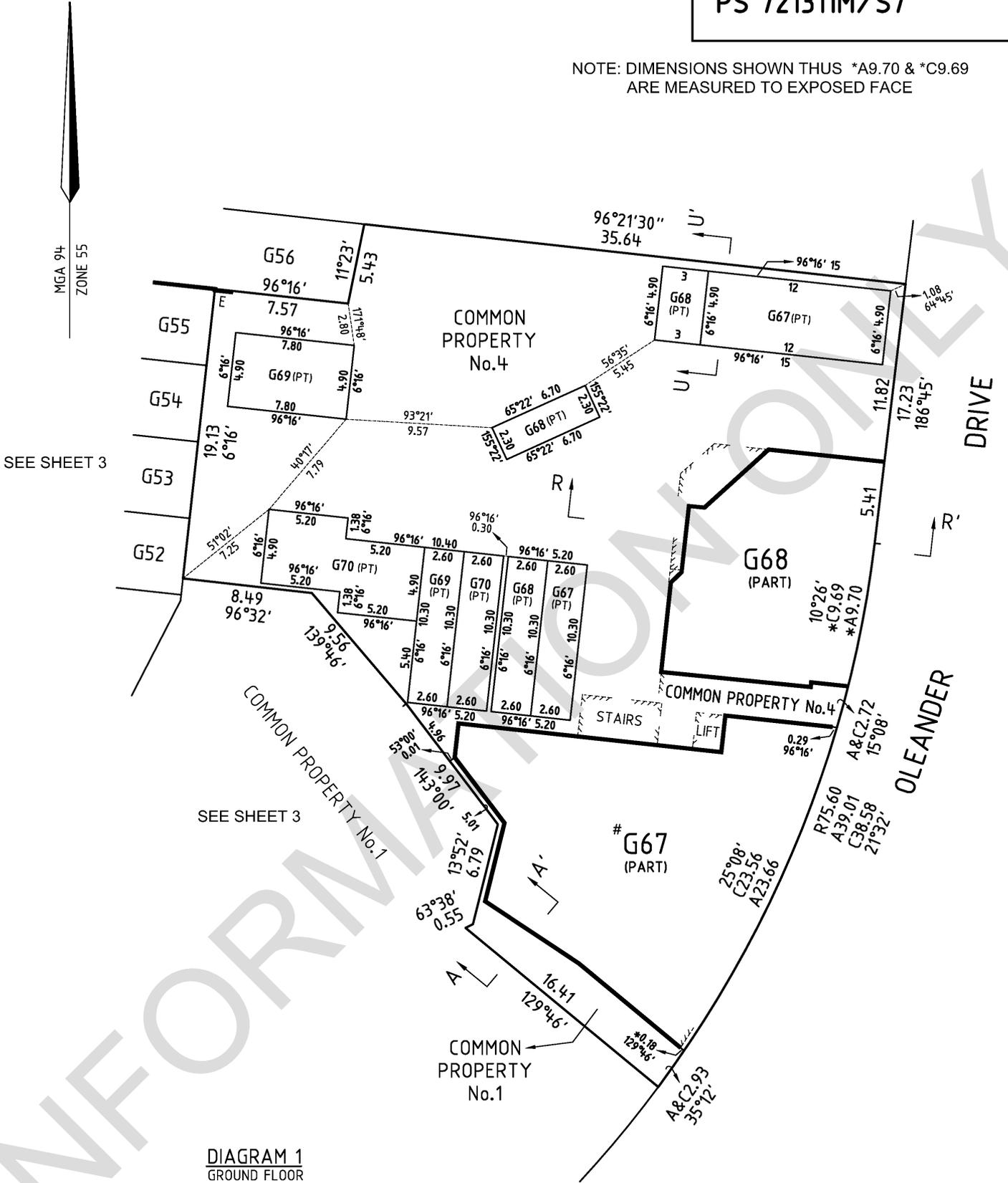


DIAGRAM 1
GROUND FLOOR

REF: 4989PS7_Stage 7 VERSION: 7 (22.05.18)



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 7A/346 Belmore Road office@crsurvey.com.au
 Balwyn Vic 3103 Tel: 03 9890 0933

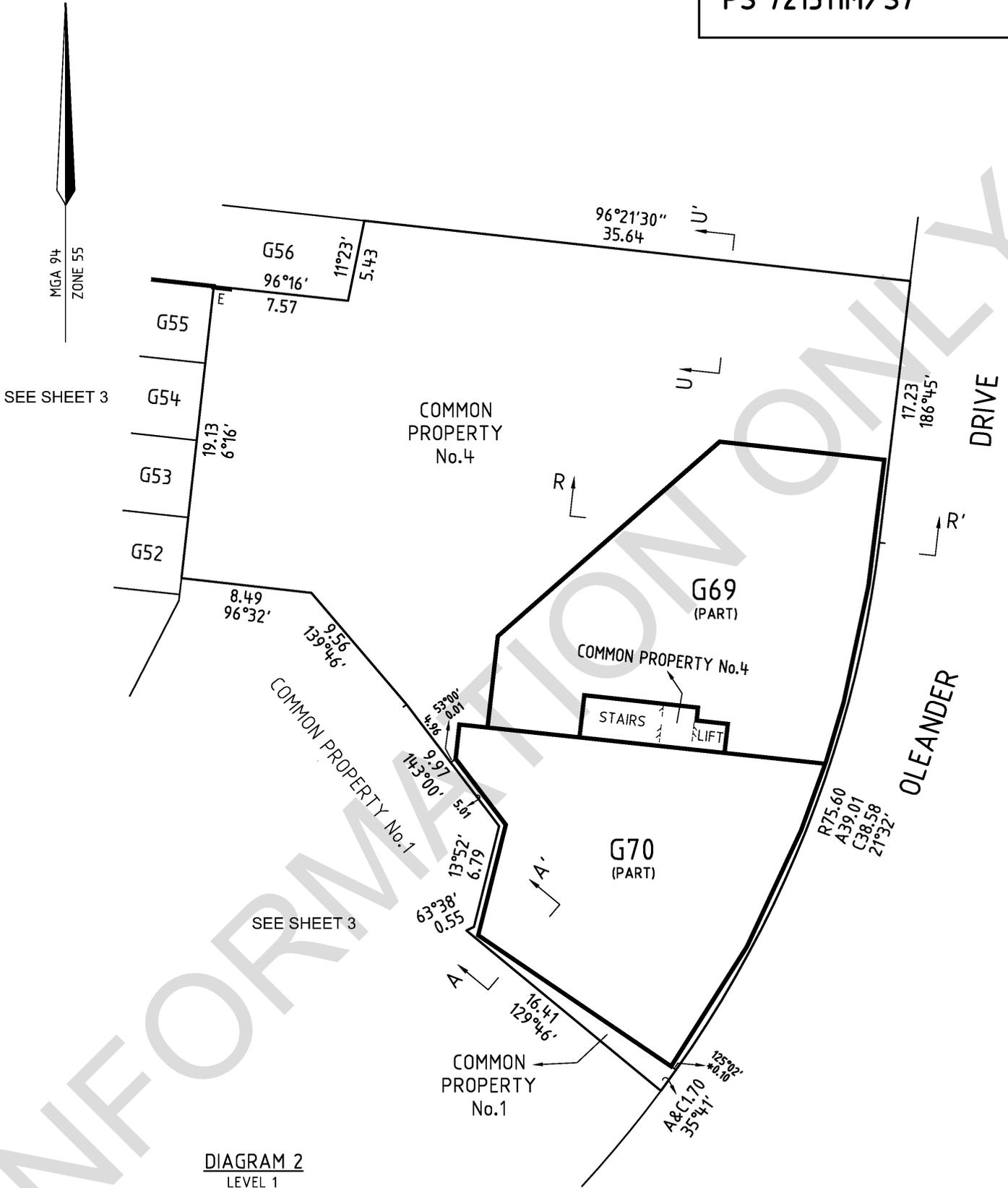
SCALE
 1 : 250
 2.5 0 2.5 5 7.5 10
 LENGTHS ARE IN METRES

Digitally signed by: James Sprott (CRA Survey Pty Ltd),
 Surveyor's Plan Version (7),
 24/05/2018, SPEAR Ref: S097237B

ORIGINAL SHEET
 SIZE: A3 SHEET 29

Digitally signed by:
 Whittlesea City Council,
 31/05/2018,
 SPEAR Ref: S097237B

PS 721311M/S7



REF: 4989PS7_Stage 7

VERSION: 7 (22.05.18)

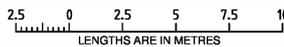


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LAND SURVEYORS TOWN PLANNERS
DEVELOPMENT CONSULTANTS

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Balwyn Vic 3103 Tel: 03 9890 0933

SCALE
1 : 250



ORIGINAL SHEET
SIZE: A3

SHEET 30

Digitally signed by: James Spratt (CRA Survey Pty Ltd),
Surveyor's Plan Version (7),
24/05/2018, SPEAR Ref: S097237B

Digitally signed by:
Whittlesea City Council,
31/05/2018,
SPEAR Ref: S097237B

PS 721311M/S7

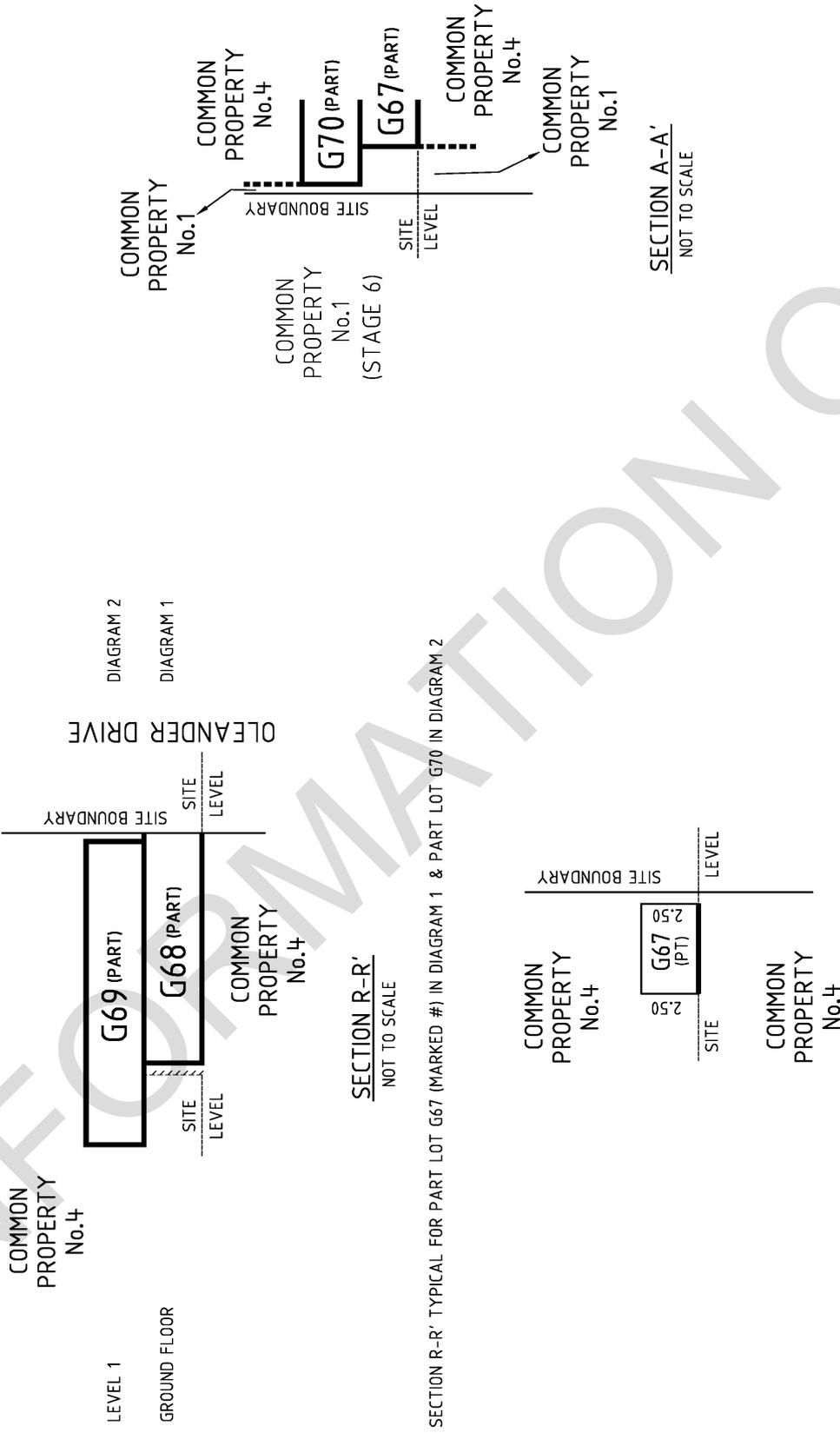


DIAGRAM 2
DIAGRAM 1

CLEANDER DRIVE

COMMON PROPERTY No.4

LEVEL 1
GROUND FLOOR

COMMON PROPERTY No.1

COMMON PROPERTY No.1 (STAGE 6)

SECTION R-R'
NOT TO SCALE

SECTION R-R' TYPICAL FOR PART LOT G67 (MARKED #) IN DIAGRAM 1 & PART LOT G70 IN DIAGRAM 2

COMMON PROPERTY No.4

G67 (PT)

COMMON PROPERTY No.4

SECTION U-U'
NOT TO SCALE

SECTION U-U' TYPICAL FOR PART LOTS G67 TO G70 (INCLUSIVE) EXTERNAL TO BUILDING IN DIAGRAM 1

SECTION A-A'
NOT TO SCALE

 CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@crasurvey.com.au Balmyn Vic 3103 Tel: 03 9890 0933	REF: 4989PS7_Stage 7	VERSION: 7 (22.05.18)	ORIGINAL SHEET SIZE: A3	SHEET 31
	Digitally signed by: James Sprott (CRA Survey Pty Ltd), Surveyor's Plan Version (7), 24/05/2018, SPEAR Ref: S097237B Digitally signed by: Whittlesea City Council, 31/05/2018, SPEAR Ref: S097237B			

CREATION OF RESTRICTION 'A'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

LAND TO BENEFIT: LOTS G01 TO G16, G17C, G18 TO G20, G21A, 1S TO 3S, 101 TO 118, 201 TO 218, 301 TO 312 (ALL INCLUSIVE)
AND COMMON PROPERTY No.2

LAND TO BE BURDENED: LOTS S7 & PART OF COMMON PROPERTY No.1

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS OF ANY LOT ON THIS PLAN SHALL NOT:

1. ALLOW ANY BUILDINGS OR WORKS (INCLUDING PAVING), TO BE CONSTRUCTED WITHIN THE BOUNDARIES OF THE TREE ENVELOPE/EXCLUSION ZONE.
2. REMOVE, LOP OR DESTROY ANY EXISTING TREE WITHIN THE DESIGNATED TREE ENVELOPE/EXCLUSION ZONE WITHOUT THE APPROVAL OF THE RESPONSIBLE AUTHORITY.
3. REMOVE ANY EXISTING TREE FROM THE TREE ENVELOPE/EXCLUSION ZONE INCLUDING A TREE THAT IS SUBSTANTIALLY DAMAGED TO THE EXTENT THAT THE TREE MUST BE REMOVED, WITHOUT RE-INSTALLING A NEW ADVANCED TREE OF THE SAME SPECIES WITHIN THE TREE ENVELOPE/EXCLUSION ZONE AND WITHOUT, PRIOR TO REINSTATEMENT, REMOVING THE ENTIRE TREE INCLUDING ROOTS FROM THE SITE.
4. REMOVE ANY EXISTING TREE FROM THE TREE ENVELOPE/EXCLUSION ZONE WITHOUT MAKING IT AVAILABLE FOR USE BY THE RESPONSIBLE AUTHORITY WITHIN THE LOCAL AREA FOR HABITAT OR PUBLIC ART PURPOSES.
5. REMOVE ANY EXISTING TREE FROM THE TREE ENVELOPE/EXCLUSION ZONE WITHOUT SATISFYING THE APPROPRIATE OFFSET AND NET GAIN REQUIREMENTS AS SPECIFIED IN THE WHITTLESEA PLANNING SCHEME AND/OR RELEVANT STATE GOVERNMENT REQUIREMENTS/LEGISLATION APPLICABLE AT THE TIME OF REMOVAL RELATING TO OFFSET REQUIREMENTS.

SEE SHEET 28 FOR RESTRICTION 'A' DIAGRAMS



CRA SURVEY PTY LTD

LAND SURVEYORS TOWN PLANNERS
DEVELOPMENT CONSULTANTS

7A/346 Belmore Road office@crsurvey.com.au
Balwyn Vic 3103 Tel: 03 9890 0933

ORIGINAL SHEET
SIZE: A3

SHEET 32

MARK SEAN HOWLEY

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS721311M**

MASTER PLAN (STAGE 1) REGISTERED DATE 06/03/2014 TIME 1:55 pm

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
LOTS S2 AND S3	LOTS G01 TO G16 (BOTH INCLUSIVE), S4 AND S5 AND COMMON PROPERTY No.1	STAGE PLAN	PS721311M/S2	18/08/15	2	GMR
THIS PLAN		APPURTENANT EASEMENT NOTATION	AL948259C	06/08/15	3	HT
THIS PLAN	-	RECTIFICATION (ADDING APPURTENANT EASEMENT, SEE AL948259C ABOVE)	AM349711S	24/11/15	3	B.J.S.
S4	G17-G21, 101-118, 201-218, 301-312, 1S-3S	STAGE PLAN	PS721311M/S4	26/11/15	4	PTM
LOTS G17 & G21	LOTS G17A & G21A	AMENDMENT SECTION 32	PS721311M/D1	30/06/16	5	GV
LOT G17A AND COMMON PROPERTY 1	LOT G17B AND ADDITIONAL COMMON PROPERTY 1	AMENDMENT SECTION 32	PS721311M/D2	02/02/17	6	RGM
LOTS S5 AND G17B	LOTS S8 AND G17C	STAGE PLAN	PS721311M/S99	04/04/17	7	RGM
S8	LOTS G47 TO G56, C1, S6, S7, S9 & ADDITIONAL COMMON PROPERTY	STAGE PLAN	PS721311M/S5	12/07/17	8	C.A.G.
LOT S9	LOTS G28 TO G46, S10, RES1 & ADDITIONAL COMMON PROPERTY 1	STAGE PLAN	PS721311M/S9	20/09/17	9	HT
S10	LOTS G22 - G27 & ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS721311M/S10	24/11/17	10	CV
LOT S6	LOTS G63-G66, 101A-113A, 201A-213A, 301A-313A, COMMON PROPERTY 3 AND ADDITIONAL COMMON PROPERTY 1	STAGE PLAN	PS721311M/S6	07/12/17	11	RGM
LOT S7	LOTS G67 TO G70, COMMON PROPERTY No.4 & ADDITIONAL COMMON PROPERTY No.1	STAGE PLAN	PS721311M/S7	22/6/18	12	HJR



J V Lombana & B Y Beltram
6 Flowerdale Court
MERNDA VIC 3754



025
1016908
R2_16527

Assessment number: 1013671



To receive your rates notice via email, register at
@ whittlesea.enotices.com.au
Reference No: 4631429E0G

Issue date: 31/07/2024

Instalment 1

\$258.01

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$255.00**

Due By 30/11/2024

Instalment 3 **\$255.00**

Due By 28/02/2025

Instalment 4 **\$255.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$1,023.01**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit @ whittlesea.vic.gov.au/wastevouchers to download your vouchers or call ☎ 9217 2170.

Property details Unit 303 24 Oleander Drive MILL PARK VIC 3082

LOT 310A PS 721311M

Owner: Lombana Jairo Vargas & Beltram Blanca Yamile

Ward : Mill Park

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$42,500	\$360,000	\$18,000

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 125.4 OYO Strata Flat

Rates and charges

Council Charges

General rate 18,000 x 0.04683579 \$843.04

State Government Charges

Fire services charge (Res) 1 x 132 \$132.00

Fire services levy (Res) 360,000 x 0.00008700 \$31.32

Waste Landfill Levy General 1 x 0.00008700 \$16.65

Total \$1,023.01

Waste and recycling vouchers are now online - whittlesea.vic.gov.au/wastevouchers

Payments received after 15 July 2024 may not be included on this notice

How to pay

whittlesea.vic.gov.au



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

BPAY



Biller Code: 5157

Ref: 1013671

BPAY this payment via Internet or phone banking

FlexiPay



Set up your flexible payment options.



Scan the QR code or visit

@ whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay

Billpay Code: 0350

Ref: 10136714

Pay in person at any post office:

☎ 131 816 or @ postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 10136714



*350 10136714

Your quarterly bill



Emailed to: Javal049@hotmail.com
MR J LOMBANA & MS B BELTRAN
6 FLOWERDALE
MERNDA VIC 3754

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 14 8303 9062
Invoice number 1482 8482 41462
Issue date 6 Nov 2024
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$140.36

Due date
27 Nov 2024

Summary

UNIT 303 24 OLEANDER DR, MILL PARK

Property Number 5150 493, PS 721311

Product/Service

	Amount
Water Supply System Charge	\$20.86
Sewerage System Charge	\$119.50
TOTAL (GST does not apply)	\$140.36

No water usage has been charged on this account.

Payment summary

Last Account	\$140.36
Paid/Adjusted	-\$140.36
Balance	\$0.00
Total this Account	+\$140.36
Total Balance	\$140.36



How to pay



*3042 148284824146 2



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **148359257**



BPAY®

Bill code: **344366**
Ref: **148 3039 0623**



Centrelink

Use Centrelink to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **1482 8482 41462**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**

MR J LOMBANA & MS B BELTRAN

Account number	14 8303 9062
Invoice number	1482 8482 41462
Total due	\$140.36
Due date	27 Nov 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your charges explained

- **Water supply system charge**
1 October 2024 - 31 December 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 October 2024 - 31 December 2024
A fixed cost for running, maintaining, and repairing the sewerage system.

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Contact us

📞 Enquiries	1300 304 688	For language assistance
🔧 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ enquiry@yvw.com.au		廣東話 1300 921 362
🌐 yvw.com.au		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 7-14 Feb 2025

Owners Corporation Certificate

s.151 Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation Owners Corporation 1 Plan No. 721311M
Address 24 Oleander Drive, MILL PARK
This Certificate is issued for Lot Lot 310A on Plan of Subdivision No. 721311M-1
Applicant for the Certificate JLE Conveyancing
Date that the application was received 06/12/2024

Important:

The information in this Certificate is issued on 06/12/2024.

You can inspect the Owners Corporations register for additional information and you should obtain a new Certificate for current information prior to settlement.

1.	The current quarterly fees are detailed below and any future fees are identified in the attached Annual General Meeting Minutes.		
	\$424.32 (01/12/2024 - 28/02/2025) - Payment received \$536.87 (01/03/2025 - 31/05/2025) - Payment not yet due		
2.	The date to which the fees for the Lot have been paid up to is:		
	28/02/2025		
3.	The total of any unpaid fees or charges or any amounts in credit for the Lot are:		
	Admin & Maint Arrears	Penalty Interest	Total Unpaid
	\$0.00	\$0.00	\$0.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	Due date	Amount	Details

Please Pay any Unpaid Fees using below details:



Billers Code: 96503

Total Due: \$0.00

Ref: 224008326 159584

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	Owners Corporation 2 resolved at the Annual General Meeting dated 26.11.2019 to approve the quotation from Adaptive Services dated 15.10.2019 to replace the timber palings with aluminium along the external balcony areas at 30 Oleander Drive and to enter into a strata improvement loan agreement with the Macquarie Bank to borrow funds of \$600,000 by way of a draw down facility over period of 10 years and acknowledging that levies will be increased to fund these payments. The current monthly loan repayment is \$7,733.88 per Month and is levied to lot owners each month according to Units of Liability. This amount fluctuates due to variable interest.
6.	The Owners Corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No.
8.	The total funds held by the Owners Corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	<p>At the Annual General Meeting dated 26 November 2019, Owners Corporation 2 Resolved to approve the quotation from Adaptive Services to replace the timber palings with aluminium along the external balcony areas of 30 Oleander Drive at a cost of \$597,300 inc gst. Further, Owners Corporation 2 passed an Interim Resolution to enter into a strata improvement loan agreement with the Macquarie Bank to borrow funds of \$600,000 by way of a draw down facility over a period of 10 years and acknowledging that levies will be increased to fund these repayments. Please refer to the attached Macquarie Strata Loan document for further details.</p> <p>A Special Levy may be raised for all/any Occupational Health & Safety and Essential Safety Services compliance requirements, and in accordance with delegation resolution/s passed at the Annual General Meeting</p>
10.	Are there any current contracts, leases, licenses or agreements affecting the common property. If so, then provide details:
	<ul style="list-style-type: none"> • ADT Fire Alarm Agreement: Agreement is between Owners Corporation 1 and ADT Fire Monitoring to provide fire alarm monitoring of the fire alarm systems. (refer to minutes of Special General Meeting of Owners Corporation 1, Item 12.3) • Foxtel Agreement: Agreement is between Owners Corporation 1 and Foxtel Management Pty Ltd. (refer to minutes of (Refer to minutes of Special General Meeting of Owners Corporation 1, Item 12.4) • Visitor Car Parking Allowance: Consent of Owners Corporation 1 provided regarding the relocation of some of the visitor car spaces which is to conform with the planning permit for the development. (Refer to minutes of Special General Meeting of Owners Corporation 1, Item 12.5) • Waste Management Agreement is between Owners Corporation 1 and Waste Wise: Environmental. (Refer to minutes of Special General Meeting of Owners Corporation 1, Item 13.3) • Common Property Licence - Park Facilities

	<ul style="list-style-type: none"> • Private lot/Access Agreement - At the Annual General Meeting dated 26 November 2019, Owners Corporation 2 passed an Interim Resolution to enter into a private lot/access agreement for the provision of services to lot owners or occupiers of lots which have an external balcony area at 30 Oleander Drive. • Anytime Towing Agreement
11.	Are there any current agreements to provide services to Lot Owners, occupiers or the public? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 06/12/2024.
12.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 06/12/2024.
13.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	There are no legal proceedings known as at 06/12/2024 to which the Owners Corporation is a party.
14.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000
15.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?
	No administrator has been appointed.
16.	Documents required to be attached to the Owners Corporation Certificate are:
	<ul style="list-style-type: none"> • A copy of the most recent Annual General Meeting minutes • A copy of the current Certificate of Currency • A copy of the current Balance Sheet • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "<i>Statement of advice and information for prospective purchasers and Lot owners</i>" • A copy of the Macquarie Strata Loan document • A copy of the Owners Corporation 1 Special General Meeting minutes

17.	<p>More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:</p> <p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au</p> <p>The information in this Certificate is correct to the best of the manager's knowledge at the date it is given. The information in this Certificate is subject to change without notice.</p> <p>Pursuant to section 135(1) of <i>Owners Corporations Act 2006</i>, a Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of the Lot Owner's mailing address in Australia for the service of notices and any changes to it as soon as possible.</p> <p>Please note: Payments made at Australia Post and by cheque will incur a \$2.75 DEFT processing fee.</p>
-----	--

INFORMATION ONLY

This Owners Corporation Certificate was prepared by:

Postal address

Melcorp Strata Pty Ltd
17/501 Swanston Street
Melbourne VIC 3000
info@melcorpstrata.com.au

Signature



Print name

Chii Lee

(name of management company if relevant) as delegate of the
Owners Corporation

Melcorp Strata Pty Ltd

The common seal of Owners Corporation number was affixed in
accordance with section 20 of the *Owners Corporations Act 2006*



INFORMATION ONLY

Owners Corporation Certificate

s.151 Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation

Owners Corporation 3 Plan No. 721311M

Address

24 Oleander Drive, MILL PARK

This Certificate is issued for Lot

Lot 310A on Plan of Subdivision No. 721311M

Applicant for the Certificate

JLE Conveyancing

Date that the application was received

06/12/2024

Important:

The information in this Certificate is issued on 06/12/2024.

You can inspect the Owners Corporations register for additional information and you should obtain a new Certificate for current information prior to settlement.

1.	The current quarterly fees are detailed below and any future fees are identified in the attached Annual General Meeting Minutes.		
	\$758.56 (01/12/2024 - 28/02/2025) - Payment received \$756.10 (01/03/2025 - 31/05/2025) - Payment not yet due		
2.	The date to which the fees for the Lot have been paid up to is:		
	28/02/2025		
3.	The total of any unpaid fees or charges or any amounts in credit for the Lot are:		
	Admin & Maint Arrears	Penalty Interest	Total Unpaid
	\$0.00	\$0.00	\$0.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	Due date	Amount	Details

Please Pay any Unpaid Fees using below details:



Billers Code: 96503

Total Due: \$0.00

Ref: 224008326 159584

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	Owners Corporation 2 resolved at the Annual General Meeting dated 26.11.2019 to approve the quotation from Adaptive Services dated 15.10.2019 to replace the timber palings with aluminium along the external balcony areas at 30 Oleander Drive and to enter into a strata improvement loan agreement with the Macquarie Bank to borrow funds of \$600,000 by way of a draw down facility over period of 10 years and acknowledging that levies will be increased to fund these payments. The current monthly loan repayment is \$7,733.88 per Month and is levied to lot owners each month according to Units of Liability. This amount fluctuates due to variable interest.
6.	The Owners Corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	No.
8.	The total funds held by the Owners Corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	<p>At the Annual General Meeting dated 26 November 2019, Owners Corporation 2 Resolved to approve the quotation from Adaptive Services to replace the timber palings with aluminium along the external balcony areas of 30 Oleander Drive at a cost of \$597,300 inc gst. Further, Owners Corporation 2 passed an Interim Resolution to enter into a strata improvement loan agreement with the Macquarie Bank to borrow funds of \$600,000 by way of a draw down facility over a period of 10 years and acknowledging that levies will be increased to fund these repayments. Please refer to the attached Macquarie Strata Loan document for further details.</p> <p>A Special Levy may be raised for all/any Occupational Health & Safety and Essential Safety Services compliance requirements, and in accordance with delegation resolution/s passed at the Annual General Meeting</p>
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	<ul style="list-style-type: none"> • Private lot/Access Agreement - At the Annual General Meeting dated 26 November 2019, Owners Corporation 2 passed an Interim Resolution to enter into a private lot/access agreement for the provision of services to lot owners or occupiers of lots which have an external balcony area at 30 Oleander Drive. • Anytime Towing Agreement
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INFORMATION ONLY

This Owners Corporation Certificate was prepared by:

Postal address

Melcorp Strata Pty Ltd
17/501 Swanston Street
Melbourne VIC 3000
info@melcorpstrata.com.au

Signature



Print name

Chii Lee

(name of management company if relevant) as delegate of the
Owners Corporation

Melcorp Strata Pty Ltd

The common seal of Owners Corporation number was affixed in
accordance with section 20 of the *Owners Corporations Act 2006*



INFORMATION ONLY

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*.

CONSOLIDATED
OWNERS CORPORATION RULES

PLAN OF SUBDIVISION No. PS721311M
OWNERS CORPORATION No. 1

LIFE @ MASON POINT

OLEANDER DRIVE & ALBANY ROAD, MILL PARK
VICTORIA 3082

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INFORMATION ONLY

In these rules, unless the context otherwise requires:

- headings are for convenience only;
- words imparting the singular include the plural and vice versa;
- words imparting a gender include any gender
- a reference to a person includes a reference to the person's executors, administrators, successors, substitutes
- an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
- a reference to a thing includes part of that thing.

DEFINITIONS

- a) **"Act"** means the Subdivision Act 1988 and the Owners Corporations Act 2006;
- b) **"Additional Rules"** means the additional Rules attached as Annexure A;
- c) **"Building"** means the improvements constructed on all of the land in the Plan of Subdivision of which the Lots form part of and includes a structure and part of a building or a structure, walls, out buildings, service installations and other appurtenances of a building affected by the Owners Corporation;
- d) **"Building Manager"** means any Building Manager / caretaker appointed by the Owners Corporation;
- e) **"Building Works"** are any works, alterations, additions, removal, repairs, or replacement of:
 - i. Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot;
 - ii. Common Property services and services to the Building;
 - iii. The internal walls inside Your Lot;
 - iv. The structure of Your Lot;
 - v. Services provided to Your Lot.

Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot.

- f) **"Building Works Agreement"** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to Building Works;
- g) **"Committee"** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub-Committee;
- h) **"Common Facilities"** means the facilities located upon the Common Property for the use and enjoyment of the Members and Occupiers, subject to any restrictions;
- i) **"Common Property"** means all of the Common Property referred to on the Plan of Subdivision;
- j) **"Council"** means City of Whittlesea;
- k) **"Developer"** means Gibroc Corporation Pty Ltd (ACN 143 492 782);

- l) **“Development”** means all the land improvements comprised in the Plan of Subdivision situated at 10 Oleander Drive, Mill Park;
- m) **“Grievance Committee”** means any grievance sub-committee appointed by the Owners Corporation Committee;
- n) **“Land”** includes buildings and airspace; being the whole of the land described in the Plan of Subdivision;
- o) **“Land affected by the Owners Corporation”** means the Lots of which the Owners for the time being are the Members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- p) **“Law”** means the provisions of any statute, Rule, Regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- q) **“Lot or Lots”** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision and a Lot or accessory Lot on a registered cluster plan;
- r) **“Lot owner”** means the registered owner of a Lot;
- s) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager, or if no person is for the time being appointed, the secretary of the Owners Corporation;
- t) **“Member”** means an owner of a Lot on the Plan of Subdivision affected by the Owners Corporation;
- u) **“Occupier / Occupants”** means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member;
- v) **“Owners Corporation”** means an Owners Corporation that is incorporated by registration of the Plan of Subdivision, in this instance being Plan of Subdivision PS721311M;
- w) **“Owners Corporation Guidelines”** means any guidelines issued from time to time by the Owners Corporation or the Manager;
- x) **“Permits”** means all permits relevant and applicable to the Development including without limitation Planning Permit Number 714248 as issued by Council;
- y) **“Plan”** or **“Plan of Subdivision”** means the Plan of Subdivision for the Development, being PS721311M;
- z) **“Regulations”** means the Owners Corporations Regulations 2007;
- aa) **“Resident”** means a Lot owner and/or Occupier residing in a Lot;
- bb) **“Retail Lot”** means a Lot that is allocated on the Plan of Subdivision for retail or commercial purposes and / or which is used for retail or commercial purposes;
- cc) **“Rules”** means the standard Rules, any additional Rules and model Rules of the Owners Corporation;
- dd) **“Security Key”** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;
- ee) **“Vendor”** means Gibroc Corporation Pty Ltd (ACN 143 492 782);

ff) **“Vehicle”** means a motor vehicle, including but not limited to a motorcycle, truck, trailer or bus;

gg) **“You”** or **“Your”** means an Owner or Occupier of a Lot.

OBLIGATIONS & RESTRICTIONS

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

Without limiting the foregoing, these Rules shall be read subject to the rights of Gibroc Corporation Pty Ltd (the Developer) and its related companies and their respective consultants, employees and agents to conduct marketing activities on the Common Property until all of the Lots on the Plan of Subdivision are sold, including (without limitation):

- (i) allowing invitees to have access to the Common Property in the company of an agent or representative acting on behalf of the Developer; and
- (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property; and
- (iii) allowing 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 Lot.

NOTE:

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, HOWEVER all remaining Rules or part thereof capable of separate enforcement and effect, shall continue to be valid and enforceable in accordance with their terms.

1 ACCESS TO LOTS

- 1.1 You must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.
- 1.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable Laws.
- 1.3 Subject to these Rules, the Owners Corporation can request entry to Your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:
 - (a) the Lot;
 - (b) Common Property; or
 - (c) Services.
- 1.4 Without limiting the effect of Rule 1.3, You acknowledge that the Owners Corporation or any person authorised by the Owners Corporation may require access to Your Lot to attend to the cleaning, maintenance and or repair of the exterior of the Building, including but not limited to the windows and glass finishing, and You are required to provide such access.
- 1.5 The Owners Corporation must use reasonable endeavours to minimise any disturbance caused to You, Your family, visitors and guests.
- 1.6 The Owners Corporation and / or its authorised personnel are to use their best efforts to cause as little inconvenience to You and / or Your invitees as is reasonable in the circumstances.

2 APPEARANCE OF A LOT INCLUDING BALCONIES: APARTMENT BUILDING

- 2.1 Without limiting any of these Rules a Member or Occupier of a Lot must not:
 - (a) hang or place from any balcony or in or from a window of a Lot or on the Common Property anything which affects the outward appearance or state of repair of a Lot or the Common Property, or which may otherwise affect the use and enjoyment of the Lots and the Common Property of the building by Members or Occupiers;
 - (b) hang any clothes, wind chimes, decorations, store bicycles or other articles on the balcony which are visible from the Common Property or on any part of the common property;
 - (c) use any balcony as a place of storage;
 - (d) keep plants on the balcony which are partly or wholly visible from the Common Property or externally from any part of the building without first having obtained prior written consent of the Owners Corporation. The Owners Corporation may prescribe the plant or plants that residents can place on balconies etc., and where such plants are to be placed as part of any consent given;
 - (e) keep plants on the balcony that drain on to any part of the common property or another Lot;
 - (f) keep or allow anything belonging to a Member or Occupier of a Lot to be on any balcony or any part of the exterior of a Lot after being given notice by the Owners Corporation or its representative on behalf of the Owners Corporation (either by

direction from the Owners Corporation or on its own in the case of an emergency) to remove the thing which is causing a nuisance or adversely affects the use and enjoyment of the Development or Common Property by Members and Occupiers;

- (g) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that changes the visual characteristics of the glazing;
- (h) other than as permitted by the Owners Corporation, install or allow the installation of any:
 - i. awnings; or
 - ii. curtains, blinds or other window furnishings, or install an additional blind behind the existing fitted blinds

where such installations have the effect of changing the façade or external appearance of the Building;

- (i) install any equipment or apparatus of any kind (including any blind, light fitting, awning, air conditioning unit, external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus, security door or fly wire screen) which extends outside the boundaries of a Lot or is visible from outside the Lot;
 - (j) install any pipes, wiring, cables or the like to the external face of the Building.
- 2.2 A Member or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony without the prior written consent of the Owners Corporation (the Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development or if it interferes with the views or use and quiet enjoyment of another Lot).
- 2.3 A Member or Occupier of a Lot must not allow any balcony or other areas which forms part of any Lot to become unkempt, overgrown or unsightly, and when watering or cleaning, must ensure minimal disturbance to other Members and Occupiers.
- 2.4 A Member or Occupier of a Lot must not allow any items to be bolted down on the balcony floor areas.
- 2.5 A Member or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.

3 APPEARANCE OF A LOT INCLUDING BALCONIES, PATIOS, COURTYARD: TOWNHOUSES

- 3.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) allow any balcony or open area forming part of a Lot to become unkempt, or unsightly;
 - (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Member's Lot or the Common Property which are visible from the Common Property;
 - (c) install any fly wire screen, tinting, awning, security door or any other exterior fixture or fitting which is visible from the Common Property and without first having obtained written permission to do so from the Owners Corporation;

- (d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's Lot. Where Lots have courtyards maintain gardens and replant similar types and species of plant as originally provided when necessary;
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the Owners Corporation;
- (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Buildings;
- (g) install any air conditioning unit and condenser in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
- (h) hang curtains, blinds or window coverings of any type (internal and external) visible from outside the Lot without prior written consent from the Owners Corporation and unless the colour and style of those curtains blinds or window covers comply with Owners Corporation Guidelines;
- (i) obstruct entrance to a Lot or balcony/courtyard or other area forming part of a Member's Lot to the Manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the Building structures including glass on balconies, external Building signage or light structures; or
- (j) paint, finish or otherwise alter the external façade of any building or improvement forming part of the Common Property or their Lot, unless in accordance with all applicable Permits and Owners Corporation Guidelines.

4 BEHAVIOUR BY MEMBERS, OCCUPIERS & INVITEES

4.1 A Member must not and must ensure that the Occupier of a Member's Lot and any invitees does not:

- (a) create or permit any noise or behave in a manner likely to interfere with the peaceful and quiet enjoyment of a Member or Occupier of another Lot, or of any person lawfully using Common Property;
- (b) hold any social gathering or create offensive noise in the common areas or on balconies, and in the instance of Townhouses in courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains and also such further steps as may be within the Member or Occupier's power to effect between the hours of 11:00pm to 7:00am;
- (c) Allow guest to leave or Members or Occupiers to leave or return to a Lot between the hours of 11:00pm to 7:00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other Members or Occupiers or neighbouring residents;
- (d) obstruct the lawful use and enjoyment of the Common Property by any person;
- (e) make or permit to be made noise from music or other appliances including social gatherings, musical instrument, television sets, radios, stereos, CD players or the like which may be heard outside the Lot between the hours of 11:00pm and 7.00am;

- (f) use gymnasium equipment such as walking/running machines, weight stations, dumbbells etc. inside a Lot between the hours of 10.00pm and 7.00am;
 - (g) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation; or
 - (h) without limiting the generality of the foregoing, use of machinery, drills or jack hammers in a Lot between the hours of 9:00am and 5.30pm on weekdays.
- 4.2 Rules outlined under 4.1 relating to noise does not apply, if the Owners Corporation has given written permission for the noise to be made.
- 4.3 A Member must not and must ensure that the Occupier of a Member's Lot and any invitees does not:
- (a) when on Common Property or if on any part of a Lot so as to be visible from another Lot or from Common Property, be inadequately clothed or 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.
 - (b) smoke on Common Property areas; which for the apartment building includes the corridors, floor landings, foyer, lift/s, stairwells), car park areas and other common property areas, or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time.
 - (c) use or permit to be used in or on the Common Property, skateboards, scooters, rollers skates, roller blades or any like items.
 - (d) allow the entry door or any other external door of the apartment building (other than a sliding door to a balcony) of any Lot to be physically restrained from closing in any way;
 - (e) permit any bicycle to be stored on balconies. Bicycles may only be stored in areas of the Common Property as designated by the Owners Corporation or its Manager for such purpose.
 - (f) consume alcohol or other beverages, or consume food, or the taking of glassware onto the Common Property i.e. generally common areas of the development and in regard to the apartment building, the lifts, foyer areas, floor landings etc.
 - (g) dispose of any rubbish including cigarette butts or cigarette ash over their balcony or in any part of the Common Property except for those areas specifically designated by the Owners Corporation for such disposal.
 - (h) use the common property or common facilities or permit the common property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or invitees;
 - (i) use or permit the common property of the common facilities to be used for any purpose other than that which they were designed;
 - (j) use a 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;
 - (k) use or permit any Lot, the common property or the common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development, or may cause nuisance or hazard to any other Member or Occupier of any Lot or the families or invitees of any such Member or Occupier;

- (l) use or occupy any Lot or Lots or any part thereof as a restaurant, café, food related retailer or alcohol distributor for carrying on any trade or business;
- (m) cause or permit their licensee, family or invitee to cause any damage to the Common Property;
- (n) do or allow to be done in or upon common property or the common facilities any act, matter or thing that may render any insurance in respect of the buildings void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- (o) fail to clear, at regular intervals, the contents of the Member's mail receiving box¹
- (p) fail to inform and require compliance of all Owners Corporation Rules and Regulations on any Occupier, guest, visitor or invitee of any kind.

5 BUILDING WORKS:

5.1 A Member of a Lot must not undertake or allow an Occupant of their Lot to undertake any building or decoration works within or about or relating to a Lot except with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws including but not limited to, council by-Laws and regulations for the building works have been obtained and copies given to the Owners Corporation, and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
- (b) the Member of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Members or Occupiers.

5.2 A Member of a Lot must not proceed with any such works until:

- (a) the Member or Occupier submits to the Owners Corporation plans and specifications of any works proposed by the Member which affect the external appearance of the building or any of the Common Property, or which affect the building structure or services or the fire or acoustic ratings of any component of the Building/s;
- (b) the Member or Occupier supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as is reasonable to enable the Owners Corporation to be satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the building, do not endanger the building and are compatible with the overall services to the building and the individual floors;
- (c) provides evidence or proof that any installation or work will not affect the building structure or services or the fire or acoustic ratings of any component of the building or of the Lot;
- (d) provide evidence that any installation or work will not affect the external appearance of the building;
- (e) the Member or Occupier receives written approval for those works from the Owners Corporation, such approval is not to be unreasonably or capriciously withheld but which may be given subject to any condition imposed by the Owners Corporation

including the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner or architect engaged by the Owners Corporation to consider such plans and specifications) by the Member and such approval will not be effective until such costs have been paid;

- (f) the Member or Occupier pays the Owners Corporation any fee or bond set from time to time by the Owners Corporation as security for the performance by the Member of a Lot of its obligations under this Rule;
- (g) the Member of a Lot must at all times ensure that such works are undertaken in accordance with any guidelines prescribed by the Owners Corporation or the Manager.

5.3 The Member of a Lot must ensure that the Member or the Member's servants, agents and contractors undertaking such works comply with the property and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection requirements and hours of work and that such servants, 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 the services therein.

5.4 Without limiting the generality of Rule 5.3, The Member of a Lot must ensure that the Member and the Member's servants, agents and contractors undertaking such works observe the following restrictions in respect to the works:

- (a) the main building entrance and lobby of the apartment building is not used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation has given written consent to do so;
- (b) building materials must not be stacked or stored in the front side or rear of the Building;
- (c) scaffolding must not be erected on the Common Property or the exterior of the Building;
- (d) construction work must comply with all Laws of the relevant statutory and governmental authorities;
- (e) the exterior of the Development and the Common Property must at all times be maintained in a clean, tidy and safe state;
- (f) construction vehicles and construction workers' vehicles must not be brought onto or parked in or on the Common Property.

5.5 If the Owners Corporation grants approval for the works and if the Owners Corporation requires it, You must not proceed or permit any contractor or other third party to proceed with any Building Works until You have:

- (a) received written consent to the Building Works from the Owners Corporation;
- (b) entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
- (c) paid the Owners Corporation the nominated bond as determined by the Owners Corporation;
- (d) caused to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation;

- (e) delivered a copy of the contractor's all risk insurance policy and certificate of currency in respect to the policy to the Owners Corporation;
 - (f) implemented appropriate measures to ensure that the servants, agents and contractors are supervised in the carrying out of such works so as to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners or Occupiers.
 - (g) implemented appropriate measures to ensure that the servants, 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 the services therein.
- 5.6 The Building Works Agreement is to include directions of the Owners Corporation with respect to:
- (a) building operations;
 - (b) means of access to the Building and the Lot the subject of the Building Works;
 - (c) use of Common Property;
 - (d) on-site management and Building protection;
 - (e) hours of work;
 - (f) the supervision of the Member's or Occupier's contractors, servants or agents.
- 5.7 When carrying out Building Works the Member or Occupier must:
- (a) use qualified, reputable and where appropriate, licensed contractors;
 - (b) ensure the building works are carried out in a proper manner and to the satisfaction of the Owners Corporation;
 - (c) ensure works are in accordance with the Building Works Agreement;
 - (d) ensure that all contractors and / or tradesmen only use the area designated by the Owners Corporation for their entry and exit to the Building.
 - (e) promptly notify the Owners Corporation on becoming aware of any damage in or to the Common Property;
 - (f) compensate the Owners Corporation for reinstatement of any damage caused by servants, agents and contractors carrying out Building Works on Your behalf may cause to the Common Property or property of another Lot owner or occupier, or to other parts of the Building;
 - (g) ensure that Your servants, agents and contractors, adhere to these Rules and in particular, to the terms and conditions of the Building Works Agreement;
- 5.8 Access will not be available to other Lots on the Plan of Subdivision or the Common Property on the Plan of Subdivision for the installation and maintenance of services and associated building works without the formal written consent or licence of the Member of the relevant Lot, or of the Owners Corporation in the case of Common Property.
- 5.9 Rules 5.1 to 5.8 do not apply to the Vendor, its assignees or legal personal representatives.
- 5.10 The Member or Occupier of the Lot must immediately make good all damage to, and dirtying of the building, the Common Property, the services thereof or any fixtures, fittings and finishes which are caused by such works, and if the Member fails to immediately do so, or if the Member fails to do so within a reasonable period of time, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in the that event:

- (a) the Member will indemnify and keep indemnified the Owners Corporation against any costs or liabilities by the Owners Corporation in so making good the damage and dirtying; and
- (b) the Owners Corporation may deduct the cost of making good the damage or dirtying from the bond amount provided to the Owners Corporation pursuant to Rule 5.2 (f) and shall be entitled to seek reimbursement of the balance of its costs as a debt due from the Member.

6 CLEANING OF A LOT

- 6.1 A Member or Occupier of a Lot must keep that Lot clean and in good repair.
- 6.2 A Member or Occupier of a Lot must keep all internal or external balconies and any other areas which form part of the Lot, clean, tidy and well maintained and must ensure that all areas visible from outside the Lot are clean, tidy and well maintained.
- 6.3 A Member or Occupier of a Lot must keep clean all exterior surfaces of glass, both in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the Member or Occupier safely or at all.

7 COMMON PROPERTY - DAMAGE TO

- 7.1 Subject to the Rules, a Member must not and must ensure the Occupier of a Member's Lot must not:
 - (a) damage or deface;
 - (b) mark or paint;
 - (c) drive nails or screws into;
 - (d) alter; or
 - (e) do anything of a like nature toany Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the prior written consent of the Owners Corporation.
- 7.2 Any consent given by the Owners Corporation to:
 - (a) damage or deface;
 - (b) mark or paint;
 - (c) drive nails or screw into;
 - (d) alter; or
 - (e) do anything of a like nature to

Common Property does not permit You to make any additions to the Common Property and may also state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

7.3 A Member must or must ensure the Occupier of a Member's Lot must:

- (a) not interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
- (b) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
- (c) interfere or activate any of the Buildings' fire protection services including but not limited to alarms, sprinklers, some detectors, fire extinguishers and fire hydrants except in the case of an emergency, provided further that the Owners Corporation may recover the cost of any damage for false alarms or making good any damage from the Occupier or Member;
- (d) modify any air-conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation;
- (e) notify the Owners Corporation of any damage or defect in the Common Property;
- (f) compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.

7.4 Subject to these Rules, You are not prevented from installing:

- (a) any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot;
- (b) any screen or other device to prevent entry of animals or insects on the Lot, subject to the screen or other device being soundly built and is consistent with the colour, style and materials of the building;
- (c) any structure or device to prevent harm to children.

7.5 Any installation permitted by these Rules must:

- (a) be soundly built and meet acoustic standards as approved by the Owners Corporation;
- (b) have been installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
- (c) have an appearance, after installation, which is consistent with the colour, style and materials of the Building;
- (d) comply with the Manager's stipulations from time to time;
- (e) not break the fire regulations by installing unapproved dead locks or peep holes that would void or affect the Owners Corporation's insurance policy.

7.6 Subject to these Rules, You must:

- (a) maintain and keep in a state of good and serviceable repair, any installation referred to in Rule 7.4 that forms part of the Common Property and that services the Lot; and
- (b) repair any damage caused to any part of the Common Property by the installation or removal of the installation that forms part of the Common Property and that services the Lot.

8 COMMON PROPERTY - INTERFERENCE WITH

- 8.1 A Member or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 8.2 A Member or Occupier of a Lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any equipment installed on the Common Property.
- 8.3 A Member or Occupier of a Lot must not modify or interfere with any air conditioning, heating, or ventilation system or associated ducting, or any other building service servicing that Lot without the prior written consent of the Owners Corporation (either by direction of the Owners Corporation or on its own in the case of an emergency).
- 8.4 A Member or Occupier of a Lot must not enter into, or permit any person to enter into any plant room, or the waste disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas or heating or cooling controls, communication system (except telephone connections), in or on the Common Property without the consent of the Owners Corporation.
- 8.5 A Member or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.
- 8.6 A Member or Occupier of a Lot must not operate, or permit to be operated, on the Lot or within it, any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 8.7 A Member or Occupier of a Lot must not paint or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.
- 8.8 A Member or Occupier of a Lot must not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the applicable fire regulations and be of a colour approved by the Owners Corporation.
- 8.9 A Member or Occupier of a Lot must not use that part of a Lot designed for use as a car parking space, for any other purpose without the prior written consent of the Owners Corporation.
- 8.10 A Member or Occupier of a Lot of the Apartment Building:
 - (a) must not stack items closer than 500mm to any sprinkler within any storage cage;
 - (b) must not affix or install any material to the walls of a storage cage to enclose the space; and
 - (c) must ensure that all items kept in any storage cage are wholly contained within the storage cage.

9 COMMON PROPERTY - RESTRICTED USE OF

- 9.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:
 - (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by

Members or Occupiers of any part of the Common Property;

- (b) permit, to the exclusion of Members and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- (c) restrict by means of key or other security device, the access of Members or Occupiers;
- (d) restrict by means of key or other security device, the access of the Members or Occupiers of one level of the Lots to any other level of the Lots; and
- (e) cancel any security card or key issued where a Member is in arrears in payment of Owners Corporation levies in excess of two (2) quarters.

9.2 A Member or Occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with Rule 9.1.

10 COMMON PROPERTY - SECURITY OF APARTMENT BUILDING

10.1 A Member or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

10.2 A Member or Occupier of a Lot must not allow persons to follow them through the security doors to the property or to common areas.

10.3 A Member or Occupier of a Lot must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of a Member, Occupier, or user of another Lot.

10.4 Except with the approval in writing of the Owners Corporation, a Member 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. 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.

11 COMMON PROPERTY - USE OF

11.1 A Member or Occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the Development, or may cause a nuisance or hazard to the health, safety and security of any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.

11.2 A Member or Occupier of a Lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with, or prevent its lawful use and enjoyment by other Members or Occupiers of Lots or their families or visitors.

11.3 A Member or Occupier of a Lot must not use for his or her own purposes as a garden, any portion of the Common Property, unless the Owners Corporation has provided its written consent.

11.4 The Owners Corporation may as a condition of its consent under Rule 11.3, specify a period for which the consent is granted.

- 11.5 A Member or Occupier of a Lot must not and must ensure their invitees do not place or use private barbeques on any part of the Common Property.
- 11.6 A Member or Occupier of a lot must not place, store or let stand any item owned or under the control of the Member or Occupier on Common Property unless written approval has been obtained from the owners corporation.

12 COMPENSATION TO OWNERS CORPORATION

- 12.1 The Member or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees. The cost of the damage will be based upon the assessment of an experienced contractor or otherwise upon the average cost of quotations received to repair the damage.

13 COMPLAINTS AND APPLICATIONS

- 13.1 Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

14 COMPLIANCE WITH RULES BY INVITEES

- 14.1 A Member or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Member or Occupier comply with these Rules.
- 14.2 A Member of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including taking any action available under the lease, licence or agreement, to ensure any tenant, licensee or occupant of the Lot and any invitees of that tenant, licensee or occupant comply with these Rules.
- 14.3 A Member or Occupier of a Lot must ensure contractors/tradesmen as appointed by them only use the area specifically designated by the Owners Corporation for entry and exit to the building.

15 COMPLIANCE WITH LAWS

- 15.1 A Member or Occupier of a Lot must, at the Member's or Occupier's expense, promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 15.2 A Member or Occupier of a Lot must not use the Lot or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the Development comprised of the Lots and the Common Property, or which may cause a nuisance or hazard to any other Member or Occupier of a Lot or their tenants or invitees.
- 15.3 A Member or Occupier of a Lot must grant to the Owners Corporation, its servants and agents, upon the Member or Occupier being given seven (7) days prior written notice, the right of access to their Lot or any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property, and the cleaning of the outside of the windows and the external façade of the Common Property.

16 COMPLIANCE WITH PERMITS

- 16.1 Each Member must comply with all Permit conditions, including without limitation, the Waste Management Plan.

Note that a private waste contractor is to be engaged by the Owners Corporation to manage the waste for the Apartment building and also the Townhouses. Note also that associated cost is payable by the Owners Corporation.

17 CONDUCT OF MEETINGS

- 17.1 The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act and Regulations.

18 CONSENT OF OWNERS CORPORATION

- 18.1 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 or Occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

19 DEVELOPER

- 19.1 Notwithstanding anything to the contrary herein contained, so long as the Developer and its equity partners, if any, is a Member or Occupier and is an owner of a Lot and so long as any mortgagee or chargee of the Developer has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer, its mortgagee or chargee may be engaged in, or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

- 19.2 The Developer and its equity partners if any, its mortgagees or chargees shall be and are by this Rule, authorised by each and every Owners Corporation in the Plan of Subdivision to:

- (a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
- (b) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
- (c) exclude all and any Members or Occupiers of any Lot from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
- (d) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
- (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;
- (f) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project;

- (g) 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.

19.3 The Owners Corporation authorises and appoints the Developer to sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.

20 DISPUTE RESOLUTION

20.1 The grievance procedure set out in this Rule applies to disputes involving a Lot owner, Manager, or an Occupier or the Owners Corporation.

20.2 The party making the complaint must prepare a written statement in the approved form.

20.3 If there is no grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

20.4 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.

20.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation within fourteen (14) working days after the dispute comes to the attention of all the parties.

20.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

20.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporation Act 2006.

20.8 This process is separate from and does not limit any further action under Part 10 of the Owners Corporation Act 2006.

21 FIRE CONTROL: APARTMENT BUILDING

21.1 A Member or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency.

21.2 A Member or Occupier of a Lot must not obstruct any fire stairs or fire escape.

21.3 A Member or Occupier of a Lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their Lot to become non-operational. The Member or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; i.e. ensuring that all smoke detectors installed in the Lot are properly maintained and tested in accordance with regulations and that back up batteries relating to smoke detectors are replaced whenever necessary.

21.4 To avoid False Alarm Call Outs by the Fire Brigade, a Member or Occupier of a Lot must not:

- (a) smoke on Common Property including the corridors, floor landings, foyer, lifts and stairwells or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;

- (b) open their apartment door leading to the lobby in non dangerous instances to eliminate the resulting smoke from their Lot i.e. (such as smoke from burning toast or other food);
- (c) only windows should be opened to allow smoke to escape in non dangerous situations;
- (d) open the door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
- (e) utilise fire hoses except in the case of an emergency;
- (f) leave open the entry door to their Lot whilst having building works undertaken.

Note: In cases of negligence resulting in a False Alarm Call Out being made by the Fire Brigade, the associated costs will be charged to the Member or Occupier identified as being responsible.

22 FIRE CONTROL: TOWNHOUSES

- 22.1 A Member or Occupier of a Lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their Lot, to become non-operational. The Member or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; i.e. ensuring that all smoke detectors installed in the Lot are properly maintained and tested in accordance with requirements and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 22.2 ensure that the front door to the townhouse is maintained in accordance with the fire regulations and Certificate of Occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
- 22.3 ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

23 HEALTH SAFETY & SECURITY

- 23.1 A Member or Occupier must not use the Lot or permit it to be used, so as to cause hazard to the health, safety and security of a Member, Occupier, or user of another Lot.
- 23.2 Except with the approval in writing of the Owners Corporation, a Member 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 any other flammable material. 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.
- 23.3 A Member 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.
- 23.4 A Member or Occupier must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied and cleaned and in the case of the apartment building, ensure that water is not falling onto other Lots within the Building or the Common Property.
- 23.5 A Member or Occupier must ensure that all accessible doors are properly maintained.

24 INFECTIOUS DISEASES

- 24.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Member or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto, to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

25 INSURANCE PREMIUM

- 25.1 A Member or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

26 LANDSCAPING & CONSERVATION RESERVE

- 26.1 The Owners Corporation will arrange and be responsible to maintain all common garden areas throughout the development.
- 26.2 Members and Occupiers are to note that the on-going management regime for the conservation reserve may at times cause noise, odour or smoke intrusion into the private dwellings.

27 LEASE OR LICENSE OF COMMON PROPERTY

- 27.1 Despite the preceding Rules, the Owners Corporation may grant a lease or licence in respect to the whole or part of the Common Property for any purpose it sees fit subject to the provisions of the Subdivision Act 1988 and Owners Corporation Act 2006 and the regulations made under it (or any Act or regulations amending or replacing the Act or regulations) and the provisions of that lease or license will prevail if there is any inconsistency between these Rules and that lease or license.

28 LOTS – CHANGE OF USE OF LOTS

- 28.1 A Member or Occupier of a Lot must give written notification to the Owners Corporation if the Member 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.

29 MANAGEMENT AND ADMINISTRATION

- 29.1 Metering of services and apportionment of costs of services
- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Member or Occupier that is more than the amount that the supplier would have charged the Member or Occupier for the same goods or services.
 - (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Member 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 Member or

Occupier from the relevant supplier.

(c) Subrule (b) does not apply if the concession or rebate:

- (i) must be claimed by the Member or Occupier and the Owners Corporation has given the Member or Occupier an opportunity to claim it and the Member or Occupier has not done so by the payment date set by the relevant supplier; or
- (ii) is paid directly to the Member or Occupier as a refund.

30 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS): APARTMENT BUILDING

- 30.1 A Member or Occupier of a Lot must not move any article (including furniture and/or goods) likely to cause damage or obstruction through Common Property without first notifying the Owners Corporation or its Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present.
- 30.2 A Member or Occupier of a Lot may only move an article (including furniture and/or goods) likely to cause damage or obstruction through Common Property in accordance with directions of the Owners Corporation, the Manager or the Manager's representative.
- 30.3 Without limiting the generality of the foregoing Rules, a Member or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Owners Corporation.
- 30.4 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building without the approval of the Owners Corporation and making prior arrangements with the Manager (minimum of 3 days notice must be given, otherwise use of the lift will be prohibited).
- 30.5 A Member or Occupier of a Lot must ensure the removalist truck / vehicle is parked in the area approved by the Owners Corporation to ensure other residents are not inconvenienced.
- 30.6 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the building outside the hours permitted by the Owners Corporation; permitted hours are between 7:30am to 12:00noon and 1:00pm to 5:30pm (Monday to Friday). All moves must be completed by 5:30 pm on the day of the move.
- 30.7 A Member or Occupier of a Lot must ensure no damage is sustained to the common property when moving articles, furniture and/or goods through the entry foyer, lift and to their apartment.
- 30.8 Subject to compliance with Rules 30.4 to 30.7, a Member or Occupier of a Lot must ensure that before commencing to move any furniture in or out of a Lot they:
 - (a) ensure lift cover have been installed as per prior arrangement with the Owners Corporation;
 - (b) paid the Owners Corporation any fee charged by the Owners Corporation for the use of the lift covers and the attendance of a representative of the Owners Corporation;
 - (c) paid the Owners Corporation such amount as is set by the Owners Corporation as security for the cost of rectifying any damage which may occur to the Common Property as a result of the moving of furniture by the Member or Occupier of a Lot.

30.9 A Member or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the Common Property areas. Cartons and packing crates must be placed in the rubbish room or the location as specifically designated by the Owners Corporation for that purpose.

31 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS) - TOWNHOUSES

31.1 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building without making prior arrangements with the Manager (minimum of 2 days notice must be given).

31.2 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of their premises outside the hours permitted by the Owners Corporation and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation but otherwise between the hours of 9:00am and 6:00pm (Monday to Friday). All moves must be completed by 6:00pm on the day of the move.

31.3 A Member or Occupier of a Lot must ensure the removalist truck / vehicle is parked in the area approved by the Owners Corporation to ensure other residents are not inconvenienced.

31.4 A Member or Occupier of a Lot must not arrange for deliveries of any kind or nature unless the Member or at or on the premises to accept and arrange for the same at each Member's sole cost and liability.

31.5 A Member or Occupier of a Lot must not damage, obstruct or interfere with any Common Property when moving items in or out of any Lot.

31.6 A Member or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the Common Property areas. The removalist should be encouraged to take packaging, carton boxes etc away with them or alternatively, the Member or Occupier will need to make own arrangements for disposal of the waste.

31.7 A Member must and must ensure that the Occupier of a Member's Lot:

- (a) take immediate steps to make good any damage caused to the Common Property as a result of the moving of such furniture; and
- (b) pay compensation to the Owners Corporation in respect of any damage to the extent that the damage has not or cannot be made good pursuant to Rule 31.7(a) within 7 days of demand by the Owners Corporation.

32 NAMING RIGHTS

32.1 The Owners Corporation has authorised and acknowledges the Developer's right to grant naming rights for the buildings comprising the Development to such person and on such terms as the Developer in its sole discretion determines which rights include the right to exclusively place prominent signage (to specifications determined by the Developer) on the Common Property identifying the building with the person or entity to whom such naming rights have been granted.

33 NOTIFICATION OF DEFECTS

33.1 A Member or Occupier of a Lot must promptly notify the Owners Corporation on becoming aware of any damage in the Common Property or any personal property vested in the Owners Corporation.

34 OWNERS CORPORATION CERTIFICATE

- 34.1 Application to the Owners Corporation for a Owners Corporation Certificate must be made in writing and accompanied by the appropriate fee per Common Property. On receipt of the application and the appropriate fee, the Owners Corporation must issue a Certificate in the approved form in accordance with the Act and Regulations.
- 34.2 Any Member who sells a Lot must advise the Owners Corporation of the sale, and the name and address of the new owner or their solicitor within one month of settlement.

35 PAINTING

- 35.1 A Member or Occupier of a Lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.

36 PENALTY INTEREST

- 36.1 The Owners Corporation may charge penalty interest at the rate set from time to time under Section 2 of the Penalty Interest Rates Act 1983 (as amended) on outstanding accounts and any other amount payable to the Owners Corporation pursuant to these Rules. If payment of Owners Corporation fees and charges are not paid within 28 days of the due date as identified on the fee notice, then interest will be charged from the due date until the amount owing and all interest has been paid in full.

37 PETS AND ANIMALS

- 37.1 A Member or Occupier of a Lot must ensure that any animal belonging to them or in his or her control is restrained and on a leash at all times whilst on the Common Property.
- 37.2 A Member or Occupier of a Lot must ensure that any animal belonging to them, or in his or her control does not urinate or defecate on Common Property areas.
- 37.3 A Member or Occupier of a Lot must promptly clean up after an animal owned by or in the possession or control of that Member or Occupier.
- 37.4 A Member or Occupier of a Lot must ensure that any animal debris is immediately cleaned from balconies and in the instance of Townhouses, from courtyards or patios within a Member's Lot.
- 37.5 If a Member or Occupier of a Lot fails to comply with Rules 37.1 to 37.3, the Owners Corporation may take such steps as it deems appropriate to clean up after the animal and make good any damage to Common Property caused by the animal, and the Member or Occupier of the Lot is liable to pay those costs on behalf of the Owners Corporation.
- 37.6 A Member or Occupier of a Lot must take all steps necessary to ensure that any animal belonging to them does not cause a nuisance to other occupants of the development or any neighbouring properties.
- 37.7 A Member or Occupier of a Lot must not leave pets on balconies either overnight or whilst they are not in their residences.
- 37.8 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 Member or Occupier who is keeping the animal.

- 37.9 A Member or Occupier of a Lot must not keep any animal on the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- 37.10 A Member or Occupier of a Lot who is keeping an animal that is the subject to a notice under Rule 37.9 must remove that animal.
- 37.11 Rules 37.9 and 37.10 do not apply where an animal that assists the Member or Occupier with an impairment or disability.
- 37.12 A Member or Occupier of a Lot must keep the Lot free of vermin and must immediately inform the Owners Corporation on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

38 RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS

- 38.1 The Member of a Lot 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 by the Member or any occupant of the Member's lot, including but not limited to recovery of Owners Corporation contribution fees.

39 RESTRICTIONS – CONDUCTING TRADE

- 39.1 The Member or Occupier of a residential Lot must not use a Lot or the Common Property for any trade, profession or business (other than letting the Lot for residential accommodation for periods in excess of three months) nor permit any other person to do so, unless:
- (a) the person conducting the trade, profession or business is a full time resident of the Lot and only operates a home office with a maximum of one (1) employee; and
 - (b) the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Lot.

40 RETAIL / COMMERCIAL LOTS

- 40.1 Members and Occupiers of a residential Lot are to note that noise and odour issues may emanate from the operation of the retail / commercial Lot.
- 40.2 Members or Occupiers of a retail / commercial Lot, cannot without the prior written consent of the Responsible Authority, operate outside of the hours of 7:00am to 11:00pm.
- 40.3 Without limiting any other Rule, the Proprietor or Occupier (or its invitees, customers, suppliers) of all or any part of the Retail Lots must:
- (a) ensure the trade waste point is maintained in accordance with the industry requirements. Frequency of maintenance is dependent on type of business operations and may vary from monthly, quarterly, half yearly or annually;
 - (b) make own arrangements to ensure appropriate management of the waste applicable to their Lot i.e. engage contractor to collect and dispose of waste, ensuring the waste bins are returned to their allocated area in accordance with the requirements as stipulated by the Owners Corporation;

- (c) take all steps reasonably necessary to minimise noise when filling bins (including not filling bins before 8:00am and after 10pm) and ensure contractors collect bins between 8:00am and 9:00am Monday to Saturday and between 9:00am to 10:00am on Sundays;
- (d) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- (e) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- (f) store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any carpark forming part of the Lot) and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the bin collection area designated by the Owners Corporation;
- (g) comply with all health, noise and other regulations in carrying on the business from the Lot;
- (h) refrigerate perishable rubbish;
- (i) only wash down bins within the relevant Lot or in the bin collection area designated by the Owners Corporation (but not any carpark forming part of the Lot);
- (j) ensure that any mechanical fluing is appropriately filtered;
- (k) ensure that all small utility deliveries occur between 7:00 am – 6:00pm Monday to Friday and 8:00am – 4:00pm Saturdays and Sundays, ensuring no excessive or unnecessary noise occurs during these deliveries;
- (l) ensure that all large deliveries occur 8:00am – 6:00pm Monday to Saturday ensuring no excessive or unnecessary noise occurs during these deliveries;
- (m) not install electronic gaming machines in the Lot;
- (n) ensure that all cooking odours that may emanate from the Lot are within reasonable levels and appropriate exhausts and mechanical fluing are installed and utilised as required;
- (o) ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level consistent with applicable standards or codes is achieved.

40.4 Nothing in this Rule 40 prevents or prohibits the Proprietor or Occupier of a Retail Lot applying for, and obtaining, any planning permit, liquor licence, or any retail or commercial legislative consent or permit which the Proprietor or Occupier of any retail or commercial Lot may require, provided at all times the Proprietor or Occupier of any such retail or commercial Lot:

- (a) Operates Lawfully;
- (b) Obtains each and every permit, liquor licence or other consent required;
- (c) Operates within the terms of any such liquor licence, permit or consent.

41 SECURITY

41.1 A Member or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the security or safety of the Common Property or any person in or about the Buildings.

42 SECURITY KEYS - APARTMENT BUILDING

- 42.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member or Occupier. If the Owners Corporation restricts the access of the Members and Occupiers under Rule 9, the Owners Corporation may make the number of Security Keys as it determines, available to Members or Occupiers free of charge.
- 42.2 A Member or Occupier of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation, an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Member or the Owners Corporation.
- 42.3 A Member or Occupier of a Lot in possession of a Security Key must not, without the Owners Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Member or Occupier and it is not to be disposed of otherwise than by returning it to the Member or the Owners Corporation.
- 42.4 A Member or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key as issued to them is lost, stolen or destroyed.
- 42.5 The security of a Lot is the responsibility of the Member or Occupier and the Owners Corporation will not be liable for any breach of the security of the Lot or for any loss of property from the Lot or Common Property.
- 42.6 The costs of replacing any Security Key or any security device which is issued to the Member or Occupier of a Lot, will be at that Member's or Occupier's cost.

43 SIGNAGE LICENCE

- 43.1 Despite anything else in these Rules to the contrary, the Developer, in addition to the powers and authorities conferred on it by or under the Regulations, has the power and authority to grant to such person and on such terms as the Developer in its sole discretion determines, a licence to erect a sign on Common Property and the Owners Corporation may enter into any document necessary to give effect to this Rule 43.1.
- 43.2 A Member or Occupier of the Lot must not hinder or impede a licensee pursuant to Rule 43.1 from exercising its rights under any agreement entered into under Rule 43.1.
- 43.3 Despite anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property.

44 SIGNAGE: APARTMENT BUILDING

- 44.1 A Member must not and must ensure an Occupier a Member's Lot does not:
- (a) permit any placard, advertisement, sign, board or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position; or
 - (b) erect any "for sale" or "for lease" boards on the interior or exterior of Your Lot or any part of Common Property or any part of the exterior of the Building.

44.2 Subject to these Rules, Lots used for commercial or retail purposes may erect or affix a sign or notice to the interior or exterior of their Lot provided the sign or notice:

- (a) is only for the purpose of identifying the business carried on from the Lot and the hours of operation of the business;
- (b) complies with the requirements of the relevant authorities; and
- (c) has been approved by the Owners Corporation.

45 SIGNAGE: TOWNHOUSES

45.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not permit any placard, advertisement or signage of any type, in or upon the Member's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent. Any "For Sale" signs shall be in dimensions and a location approved by the Owners Corporation.

45.2 Rule 45.1 does not apply to the Vendor, its assignees or legal personal representatives.

46 SPECIAL RIGHTS FOR THE VENDOR

46.1 Nothing in these Rules will prevent or hinder the Vendor from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Vendor from selling any Lot and without limitation the Vendor may:

- (a) grant access rights to third parties;
- (b) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (c) place anywhere on the Common Property signs and other materials relating to sale of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- (e) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots (to the exclusion of other Members);
- (f) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (g) if applicable, develop and construct on each Lot created out of commercial Lots if subdivided into separate Lots; or
- (h) use in any way it considers necessary any parts of the Lots created out of commercial Lots.

47 STORAGE OF BICYCLES

47.1 A Member or Occupier of a Lot must not:

- (a) permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a Lot (except for any Lots or part of a Lot specifically intended for storage purposes) or the foyer, stairwells, lift, hallways, garden areas, walkways, balconies or other parts of the Common Property except in any area as may be designated for storage of bicycles by the Owners Corporation or its Manager from time to time.

48 STORAGE OF FLAMMABLE LIQUIDS

48.1 A Member or Occupier of a Lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on a Lot, or store on Common Property, any flammable chemical, liquid, gas or other flammable material;
- (b) do or permit anything to be done, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

48.2 Rule 48.1(a) 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.

49 SUPPORT AND PROVISION OF SERVICES: APARTMENT BUILDING

49.1 Except for the purposes of maintenance and repair or renewal and with the written consent of the Owners Corporation, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired;
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

49.2 A Member or Occupier of a Lot must not install a safe greater than 20kg in a Lot without submitting to the Owners Corporation a structural engineering report in respect of the proposed installation and receiving written consent of the Owners Corporation that the installation can take place.

49.3 A Member or Occupier of a Lot must acknowledge that any Owners Corporation may share amongst the Members in that particular Owners Corporation, the costs of supply and maintenance of any gas facility or power facility required for the whole of that Owners Corporation or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

50 SUPPORT AND PROVISION OF SERVICES: TOWNHOUSES

50.1 Except for the purposes of maintenance and repair or renewal and with the written consent of the Owners Corporation, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired;

- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

51 VEHICLES ON COMMON PROPERTY & PRIVATE LOTS

- 51.1 A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle to be parked in an area other than that allocated for use by the Member or Occupier of a respective Lot.
- 51.2 A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle to be parked on Common Property so as to obstruct any driveway entrance to a Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation, and the Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.
- 51.3 A Member or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their Lot, and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the carpark or driveway or other part of the common property.
- 51.4 A Member or Occupier of a Lot must not drive or operate any vehicle on any part of the Land as follows:
 - (a) in excess of 15kph on all roads throughout the estate;
 - (b) in excess of 10kph on all lane ways throughout the estate.
- 51.5 A Member or Occupier of a Lot is not permitted to use visitors' car spaces on a permanent basis and the Owners Corporation reserves the right in its absolute to impose time limits on the use by visitors of any visitors' car spaces.
- 51.6 A Member or Occupier of a Lot must not wash any vehicle on any part of the Common Property other than an area specified by the Owners Corporation for such use.
- 51.7 A Member or Occupier of a Lot must not interfere with the operation, function or control of any vehicle access gate (if any);
- 51.8 A Member or Occupier of a Lot must not obstruct or park in a car space designated for disabled visitors' car parking except for a vehicle:
 - (a) which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' car space;
 - (b) in respect of which the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' car space,and the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitors' car space in contravention of this Rule.
- 51.9 A Member or Occupier of a Lot is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with the removal of any vehicle or other item parked on any Common Property in contravention of this Rule 51 where the offending vehicle or item is owned or under the control of the Member or Occupier of a Lot or any of their tenants, licensees or invitees.
- 51.10 A Member of Occupier of a Lot must not use a designated vehicle space for the storage, either temporary or permanent, of any item or materials, or erect upon such Lots any structure to be used as storage.

52 WASTE MANAGEMENT: APARTMENT BUILDING

- 52.1 You 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.
- 52.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.
- 52.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) recyclable items being without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation, must be placed or stored in the area designated by the Owners Corporation;
 - (c) all other garbage must be drained and securely wrapped in small parcels and deposited in the garbage chute (where one is provided) situated on the Common Property;
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area;
 - (e) cardboard boxes are not to be disposed of via the garbage chute where one is provided.
- 52.4 A Member must not and must ensure that the Occupier of a Member's Lot does not deposit any items of rubbish including but not limited to, any items of a non-household nature or furnishings, fittings or fixture into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature.
- 52.5 Members or Occupiers of retail / commercial Lots must make own arrangements to ensure appropriate management of the waste applicable to their Lot i.e. engage contractor to collect and dispose of waste, ensuring the waste bins are returned to their allocated area.

53 WASTE MANAGEMENT: TOWNHOUSES

- 53.1 You 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.
- 53.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.
- 53.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the disposal of garbage, but otherwise You must not, and must ensure that the Occupier of Your Lot does not:
- (a) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;
 - (b) deposit any items of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixture into any receptacle except as may be provided from time to time by the Council as a separate collection for items of this nature;
 - (c) deposit cans, bottles, cardboard and other recyclable items in the general waste bins or any areas except in the recycle bins or area provided for such;

- (d) through or allow to fail or permit to be thrown or to fall, any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies etc., onto another Member's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Occupier of the Member's Lot.

53.4 A Member must, and must ensure that the Occupiers of a Member's Lot:

- (a) keeps all garbage and refuse within the Member's Lot in tidy secured containers and place the Member's garbage and refuse for collections in conformity with hygiene regulations of the Owners Corporation or the Council as determined from time to time, and to remove such garbage and refuse from the Member's Lot only in accordance with such regulations and at such time as shall be designated acceptable to the Owners Corporation and to sure that all garbage of wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scouring, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of Occupants, contractors and Council collection employees;
- (b) 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.

54 WIND/WEATHER

54.1 A Member or Occupier of a Lot must ensure when departing their Lot, that all doors and windows are tightly closed to minimise the likelihood of risk and damage to surrounding people or property.

54.2 During periods of high winds, a Member or Occupier of a Lot must ensure that all loose items are removed from balconies, including any light weight furniture, and that doors and windows are tightly closed to minimise the likelihood of risk and damage to surrounding people or property.

54.3 The Member or Occupier of the Lot are advised that the glazed screens / windows may under certain circumstances of high winds vibrate or generate noise.

55 WINDOW TINTING

55.1 A member or occupier of a Lot, must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change.

56 USE OF APPURTENANCES

56.1 A Member or Occupier of a Lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Member/Occupier found to be responsible for the damage or blockage.

57 ADDITIONAL RULES

57.1 The Additional Rules form part of these Rules and are binding on all Members, Occupiers and their invitees.

ANNEXURE A

ADDITIONAL OWNERS CORPORATIONS RULES PS721311M

1. ROAD LICENCE

- 1.1 The Members and Occupiers acknowledge that the Owners Corporation has granted a licence (**Road Licence**) in perpetuity to the proprietors and occupants (**Road Licensee**) of the land affected by plan of subdivision 703354U, being the land contained in parent title Volume 11331 Folio 991, of that part of the Common Property marked blue on the attached plan marked A for use as a road way by pedestrian, motor vehicle and bicycle traffic.
- 1.2 The Members and Occupiers must do all things reasonably necessary to ensure that the Owners Corporation complies with its obligations under the Road Licence in its capacity as licensor.
- 1.3 A Member and Occupier must not lodge any objection, make any complaint, take any action or otherwise do or omit to do anything which would prevent, obstruct, disrupt or hinder a Road Licensee from exercising their rights under the Road Licence during the term of the Road Licence.

2. PARK FACILITIES LICENCE

- 2.1 The Members and Occupiers acknowledge that the Owners Corporation has granted a licence (**Park Facilities Licence**) in perpetuity to the proprietors and occupants (**Park Facilities Licensees**) of the land affected by plan of subdivision 703354U, being the land contained in parent title Volume 11331 Folio 991, of that part of the Common Property marked green (**Park Licensed Area**) on the attached plan marked B for use as a park in a manner consistent with the intended purpose of the Park Licensed Area and any improvements constructed or installed within it.
- 2.2 The Members and Occupiers must do all things reasonably necessary to ensure that the Owners Corporation complies with its obligations under the Park Facilities Licence in its capacity as licensor.
- 2.3 A Member and Occupier must not lodge any objection, make any complaint, take any action or otherwise do or omit to do anything which would prevent, obstruct, disrupt or hinder a Park Facilities Licensee from exercising their rights under the Park Facilities Licence during the term of the Park Facilities Licence.

3. LICENSEE

- 3.1 The Members and Occupiers acknowledge and agree that, pursuant to each of the Road Licence and the Park Facilities Licence, they are entitled to have access to and use of:
 - (a) the areas marked in pink (**Road Licensee Area**) on the plan marked A attached to these Additional Owners Corporation Rules for use as a road way by pedestrian, motor vehicle and bicycle traffic; and
 - (b) the areas marked in red (**Park Licensee Area**) on the plan marked B attached to these Additional Owners Corporation Rules for use as a park in a manner consistent with the intended purpose of the Park Licensed Area and any improvements constructed or installed within it.
- 3.2 The Members and Occupiers:
 - (a) must comply, and must procure that their respective invitees comply, with the terms of the Road Licence and the Park Facilities Licence in their capacity as licensees of the Road Licensee Area and Park Licensee Area; and
 - (b) indemnify and must keep indemnified the Owners Corporation from any loss or damage resulting from a breach by the Member or Occupier, or any of their

respective invitees, of any obligation in their capacity as licensee of the Road Licensee Area and Park Licensee Area under the Road Licence under the Road Licence or the Park Facilities Licence.

4. BREACH OF ADDITIONAL OWNERS CORPORATION RULES

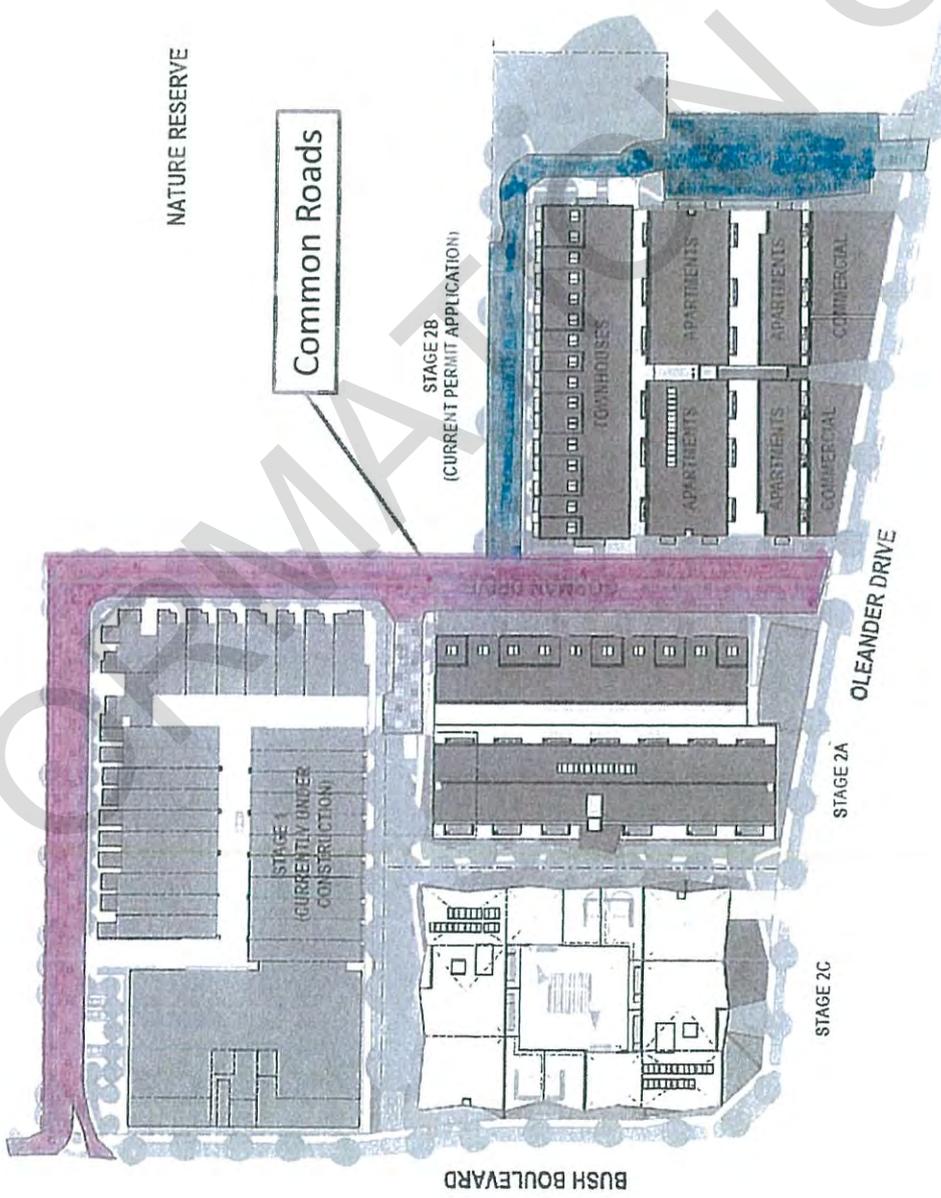
A breach by a Member or Occupier or any of their invitees of the terms of the Road Licence or the Park Facilities Licence constitutes a breach of that Member or Occupier of Additional Owners Corporation Rules 1, 2 or 3 and the Owners Corporation shall be entitled to rely on its rights against any Member or Occupier under the Rules or the *Owners Corporations Act 2006* (Vic) in respect of such breach.

5. DEED

5.1 Pursuant to the Road Licence and the Park Facilities Licence, the Owners Corporation must not amend or revoke these Additional Owners Corporation Rules, including this Additional Owners Corporation Rule 5, without the consent of the Developer.

5.2 Members must not vote in favour of any resolution authorising the revocation or amendment of these Additional Special Rules unless the Developer has first consented in writing to such revocation or amendment.

A



NATURE RESERVE

Common Roads

STAGE 2B
(CURRENT PERMIT APPLICATION)

STAGE 1
(CURRENTLY UNDER
CONSTRUCTION)

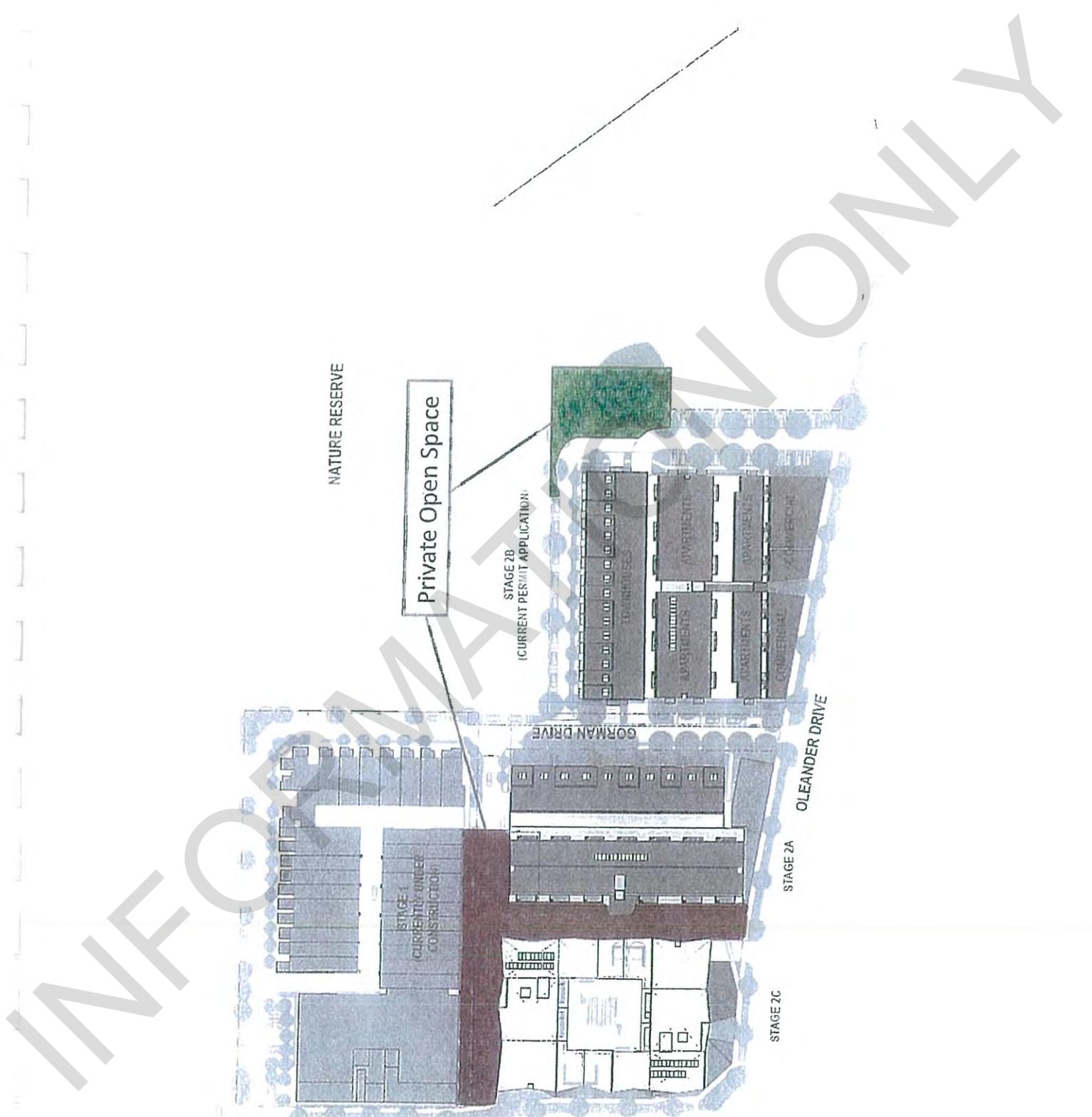
STAGE 2A

STAGE 2C

OLEANDER DRIVE

BUSH BOULEVARD

INFO ONLY



NATURE RESERVE

Private Open Space

STAGE 2B
(CURRENT PERMIT APPLICATION)

TOWNHOUSES

APARTMENTS

APARTMENTS

COMMERCIAL

GORMAN DRIVE

OLEANDER DRIVE

STAGE 2A

STAGE 2C

BUSH BOULEVARD

INFORMATION ONLY

**CONSOLIDATED
OWNERS CORPORATION RULES**

PLAN OF SUBDIVISION No. PS721311M
OWNERS CORPORATION No. 3

LIFE @ MASON POINT

**OLEANDER DRIVE & ALBANY ROAD, MILL PARK
VICTORIA 3082**

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INFORMATION ONLY

In these rules, unless the context otherwise requires:

- headings are for convenience only;
- words imparting the singular include the plural and vice versa;
- words imparting a gender include any gender
- a reference to a person includes a reference to the person's executors, administrators, successors, substitutes
- an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
- a reference to a thing includes part of that thing.

DEFINITIONS

- a) **"Act"** means the Subdivision Act 1988 and the Owners Corporations Act 2006;
- b) **"Additional Rules"** means the additional Rules attached as Annexure A;
- c) **"Building"** means the improvements constructed on all of the land in the Plan of Subdivision of which the Lots form part of and includes a structure and part of a building or a structure, walls, out buildings, service installations and other appurtenances of a building affected by the Owners Corporation;
- d) **"Building Manager"** means any Building Manager / caretaker appointed by the Owners Corporation;
- e) **"Building Works"** are any works, alterations, additions, removal, repairs, or replacement of:
 - i. Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot;
 - ii. Common Property services and services to the Building;
 - iii. The internal walls inside Your Lot;
 - iv. The structure of Your Lot;
 - v. Services provided to Your Lot.

Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot.

- f) **"Building Works Agreement"** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to Building Works;
- g) **"Committee"** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub-Committee;
- h) **"Common Facilities"** means the facilities located upon the Common Property for the use and enjoyment of the Members and Occupiers, subject to any restrictions;
- i) **"Common Property"** means all of the Common Property referred to on the Plan of Subdivision;
- j) **"Council"** means City of Whittlesea;
- k) **"Developer"** means Gibroc Corporation Pty Ltd (ACN 143 492 782);

- l) **“Development”** means all the land improvements comprised in the Plan of Subdivision situated at 10 Oleander Drive, Mill Park;
- m) **“Grievance Committee”** means any grievance sub-committee appointed by the Owners Corporation Committee;
- n) **“Land”** includes buildings and airspace; being the whole of the land described in the Plan of Subdivision;
- o) **“Land affected by the Owners Corporation”** means the Lots of which the Owners for the time being are the Members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- p) **“Law”** means the provisions of any statute, Rule, Regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- q) **“Lot or Lots”** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision and a Lot or accessory Lot on a registered cluster plan;
- r) **“Lot owner”** means the registered owner of a Lot;
- s) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager, or if no person is for the time being appointed, the secretary of the Owners Corporation;
- t) **“Member”** means an owner of a Lot on the Plan of Subdivision affected by the Owners Corporation;
- u) **“Occupier / Occupants”** means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member;
- v) **“Owners Corporation”** means an Owners Corporation that is incorporated by registration of the Plan of Subdivision, in this instance being Plan of Subdivision PS721311M;
- w) **“Owners Corporation Guidelines”** means any guidelines issued from time to time by the Owners Corporation or the Manager;
- x) **“Permits”** means all permits relevant and applicable to the Development including without limitation Planning Permit Number 714248 as issued by Council;
- y) **“Plan”** or **“Plan of Subdivision”** means the Plan of Subdivision for the Development, being PS721311M;
- z) **“Regulations”** means the Owners Corporations Regulations 2007;
- aa) **“Resident”** means a Lot owner and/or Occupier residing in a Lot;
- bb) **“Retail Lot”** means a Lot that is allocated on the Plan of Subdivision for retail or commercial purposes and / or which is used for retail or commercial purposes;
- cc) **“Rules”** means the standard Rules, any additional Rules and model Rules of the Owners Corporation;
- dd) **“Security Key”** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;
- ee) **“Vendor”** means Gibroc Corporation Pty Ltd (ACN 143 492 782);

ff) **“Vehicle”** means a motor vehicle, including but not limited to a motorcycle, truck, trailer or bus;

gg) **“You”** or **“Your”** means an Owner or Occupier of a Lot.

OBLIGATIONS & RESTRICTIONS

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

Without limiting the foregoing, these Rules shall be read subject to the rights of Gibroc Corporation Pty Ltd (the Developer) and its related companies and their respective consultants, employees and agents to conduct marketing activities on the Common Property until all of the Lots on the Plan of Subdivision are sold, including (without limitation):

- (i) allowing invitees to have access to the Common Property in the company of an agent or representative acting on behalf of the Developer; and
- (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property; and
- (iii) allowing 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 Lot.

NOTE:

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, HOWEVER all remaining Rules or part thereof capable of separate enforcement and effect, shall continue to be valid and enforceable in accordance with their terms.

1 ACCESS TO LOTS

- 1.1 You must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.
- 1.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable Laws.
- 1.3 Subject to these Rules, the Owners Corporation can request entry to Your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:
 - (a) the Lot;
 - (b) Common Property; or
 - (c) Services.
- 1.4 Without limiting the effect of Rule 1.3, You acknowledge that the Owners Corporation or any person authorised by the Owners Corporation may require access to Your Lot to attend to the cleaning, maintenance and or repair of the exterior of the Building, including but not limited to the windows and glass finishing, and You are required to provide such access.
- 1.5 The Owners Corporation must use reasonable endeavours to minimise any disturbance caused to You, Your family, visitors and guests.
- 1.6 The Owners Corporation and / or its authorised personnel are to use their best efforts to cause as little inconvenience to You and / or Your invitees as is reasonable in the circumstances.

2 APPEARANCE OF A LOT INCLUDING BALCONIES: APARTMENT BUILDING

- 2.1 Without limiting any of these Rules a Member or Occupier of a Lot must not:
 - (a) hang or place from any balcony or in or from a window of a Lot or on the Common Property anything which affects the outward appearance or state of repair of a Lot or the Common Property, or which may otherwise affect the use and enjoyment of the Lots and the Common Property of the building by Members or Occupiers;
 - (b) hang any clothes, wind chimes, decorations, store bicycles or other articles on the balcony which are visible from the Common Property or on any part of the common property;
 - (c) use any balcony as a place of storage;
 - (d) keep plants on the balcony which are partly or wholly visible from the Common Property or externally from any part of the building without first having obtained prior written consent of the Owners Corporation. The Owners Corporation may prescribe the plant or plants that residents can place on balconies etc., and where such plants are to be placed as part of any consent given;
 - (e) keep plants on the balcony that drain on to any part of the common property or another Lot;
 - (f) keep or allow anything belonging to a Member or Occupier of a Lot to be on any balcony or any part of the exterior of a Lot after being given notice by the Owners Corporation or its representative on behalf of the Owners Corporation (either by

direction from the Owners Corporation or on its own in the case of an emergency) to remove the thing which is causing a nuisance or adversely affects the use and enjoyment of the Development or Common Property by Members and Occupiers;

- (g) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that changes the visual characteristics of the glazing;
- (h) other than as permitted by the Owners Corporation, install or allow the installation of any:
 - i. awnings; or
 - ii. curtains, blinds or other window furnishings, or install an additional blind behind the existing fitted blinds

where such installations have the effect of changing the façade or external appearance of the Building;

- (i) install any equipment or apparatus of any kind (including any blind, light fitting, awning, air conditioning unit, external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus, security door or fly wire screen) which extends outside the boundaries of a Lot or is visible from outside the Lot;
- (j) install any pipes, wiring, cables or the like to the external face of the Building.

2.2 A Member or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony without the prior written consent of the Owners Corporation (the Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development or if it interferes with the views or use and quiet enjoyment of another Lot).

2.3 A Member or Occupier of a Lot must not allow any balcony or other areas which forms part of any Lot to become unkempt, overgrown or unsightly, and when watering or cleaning, must ensure minimal disturbance to other Members and Occupiers.

2.4 A Member or Occupier of a Lot must not allow any items to be bolted down on the balcony floor areas.

2.5 A Member or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.

3 APPEARANCE OF A LOT INCLUDING BALCONIES, PATIOS, COURTYARD: TOWNHOUSES

3.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) allow any balcony or open area forming part of a Lot to become unkempt, or unsightly;
- (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Member's Lot or the Common Property which are visible from the Common Property;
- (c) install any fly wire screen, tinting, awning, security door or any other exterior fixture or fitting which is visible from the Common Property and without first having obtained written permission to do so from the Owners Corporation;

- (d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's Lot. Where Lots have courtyards maintain gardens and replant similar types and species of plant as originally provided when necessary;
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the Owners Corporation;
- (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Buildings;
- (g) install any air conditioning unit and condenser in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
- (h) hang curtains, blinds or window coverings of any type (internal and external) visible from outside the Lot without prior written consent from the Owners Corporation and unless the colour and style of those curtains blinds or window covers comply with Owners Corporation Guidelines;
- (i) obstruct entrance to a Lot or balcony/courtyard or other area forming part of a Member's Lot to the Manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the Building structures including glass on balconies, external Building signage or light structures; or
- (j) paint, finish or otherwise alter the external façade of any building or improvement forming part of the Common Property or their Lot, unless in accordance with all applicable Permits and Owners Corporation Guidelines.

4 BEHAVIOUR BY MEMBERS, OCCUPIERS & INVITEES

4.1 A Member must not and must ensure that the Occupier of a Member's Lot and any invitees does not:

- (a) create or permit any noise or behave in a manner likely to interfere with the peaceful and quiet enjoyment of a Member or Occupier of another Lot, or of any person lawfully using Common Property;
- (b) hold any social gathering or create offensive noise in the common areas or on balconies, and in the instance of Townhouses in courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains and also such further steps as may be within the Member or Occupier's power to effect between the hours of 11:00pm to 7:00am;
- (c) Allow guest to leave or Members or Occupiers to leave or return to a Lot between the hours of 11:00pm to 7:00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other Members or Occupiers or neighbouring residents;
- (d) obstruct the lawful use and enjoyment of the Common Property by any person;
- (e) make or permit to be made noise from music or other appliances including social gatherings, musical instrument, television sets, radios, stereos, CD players or the like which may be heard outside the Lot between the hours of 11:00pm and 7.00am;

- (f) use gymnasium equipment such as walking/running machines, weight stations, dumbbells etc. inside a Lot between the hours of 10.00pm and 7.00am;
 - (g) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation; or
 - (h) without limiting the generality of the foregoing, use of machinery, drills or jack hammers in a Lot between the hours of 9:00am and 5.30pm on weekdays.
- 4.2 Rules outlined under 4.1 relating to noise does not apply, if the Owners Corporation has given written permission for the noise to be made.
- 4.3 A Member must not and must ensure that the Occupier of a Member's Lot and any invitees does not:
- (a) when on Common Property or if on any part of a Lot so as to be visible from another Lot or from Common Property, be inadequately clothed or 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.
 - (b) smoke on Common Property areas; which for the apartment building includes the corridors, floor landings, foyer, lift/s, stairwells), car park areas and other common property areas, or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time.
 - (c) use or permit to be used in or on the Common Property, skateboards, scooters, rollers skates, roller blades or any like items.
 - (d) allow the entry door or any other external door of the apartment building (other than a sliding door to a balcony) of any Lot to be physically restrained from closing in any way;
 - (e) permit any bicycle to be stored on balconies. Bicycles may only be stored in areas of the Common Property as designated by the Owners Corporation or its Manager for such purpose.
 - (f) consume alcohol or other beverages, or consume food, or the taking of glassware onto the Common Property i.e. generally common areas of the development and in regard to the apartment building, the lifts, foyer areas, floor landings etc.
 - (g) dispose of any rubbish including cigarette butts or cigarette ash over their balcony or in any part of the Common Property except for those areas specifically designated by the Owners Corporation for such disposal.
 - (h) use the common property or common facilities or permit the common property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or invitees;
 - (i) use or permit the common property of the common facilities to be used for any purpose other than that which they were designed;
 - (j) use a 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;
 - (k) use or permit any Lot, the common property or the common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development, or may cause nuisance or hazard to any other Member or Occupier of any Lot or the families or invitees of any such Member or Occupier;

- (l) use or occupy any Lot or Lots or any part thereof as a restaurant, café, food related retailer or alcohol distributor for carrying on any trade or business;
- (m) cause or permit their licensee, family or invitee to cause any damage to the Common Property;
- (n) do or allow to be done in or upon common property or the common facilities any act, matter or thing that may render any insurance in respect of the buildings void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- (o) fail to clear, at regular intervals, the contents of the Member's mail receiving box'
- (p) fail to inform and require compliance of all Owners Corporation Rules and Regulations on any Occupier, guest, visitor or invitee of any kind.

5 BUILDING WORKS

5.1 A Member of a Lot must not undertake or allow an Occupant of their Lot to undertake any building or decoration works within or about or relating to a Lot except with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws including but not limited to, council by-Laws and regulations for the building works have been obtained and copies given to the Owners Corporation, and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
- (b) the Member of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Members or Occupiers.

5.2 A Member of a Lot must not proceed with any such works until:

- (a) the Member or Occupier submits to the Owners Corporation plans and specifications of any works proposed by the Member which affect the external appearance of the building or any of the Common Property, or which affect the building structure or services or the fire or acoustic ratings of any component of the Building/s;
- (b) the Member or Occupier supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as is reasonable to enable the Owners Corporation to be satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the building, do not endanger the building and are compatible with the overall services to the building and the individual floors;
- (c) provides evidence or proof that any installation or work will not affect the building structure or services or the fire or acoustic ratings of any component of the building or of the Lot;
- (d) provide evidence that any installation or work will not affect the external appearance of the building;
- (e) the Member or Occupier receives written approval for those works from the Owners Corporation, such approval is not to be unreasonably or capriciously withheld but which may be given subject to any condition imposed by the Owners Corporation

including the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner or architect engaged by the Owners Corporation to consider such plans and specifications) by the Member and such approval will not be effective until such costs have been paid;

- (f) the Member or Occupier pays the Owners Corporation any fee or bond set from time to time by the Owners Corporation as security for the performance by the Member of a Lot of its obligations under this Rule;
- (g) the Member of a Lot must at all times ensure that such works are undertaken in accordance with any guidelines prescribed by the Owners Corporation or the Manager.

5.3 The Member of a Lot must ensure that the Member or the Member's servants, agents and contractors undertaking such works comply with the property and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection requirements and hours of work and that such servants, 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 the services therein.

5.4 Without limiting the generality of Rule 5.3, The Member of a Lot must ensure that the Member and the Member's servants, agents and contractors undertaking such works observe the following restrictions in respect to the works:

- (a) the main building entrance and lobby of the apartment building is not used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation has given written consent to do so;
- (b) building materials must not be stacked or stored in the front side or rear of the Building;
- (c) scaffolding must not be erected on the Common Property or the exterior of the Building;
- (d) construction work must comply with all Laws of the relevant statutory and governmental authorities;
- (e) the exterior of the Development and the Common Property must at all times be maintained in a clean, tidy and safe state;
- (f) construction vehicles and construction workers' vehicles must not be brought onto or parked in or on the Common Property.

5.5 If the Owners Corporation grants approval for the works and if the Owners Corporation requires it, You must not proceed or permit any contractor or other third party to proceed with any Building Works until You have:

- (a) received written consent to the Building Works from the Owners Corporation;
- (b) entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
- (c) paid the Owners Corporation the nominated bond as determined by the Owners Corporation;
- (d) caused to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation;

- (e) delivered a copy of the contractor's all risk insurance policy and certificate of currency in respect to the policy to the Owners Corporation;
 - (f) implemented appropriate measures to ensure that the servants, agents and contractors are supervised in the carrying out of such works so as to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners or Occupiers.
 - (g) implemented appropriate measures to ensure that the servants, 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 the services therein.
- 5.6 The Building Works Agreement is to include directions of the Owners Corporation with respect to:
- (a) building operations;
 - (b) means of access to the Building and the Lot the subject of the Building Works;
 - (c) use of Common Property;
 - (d) on-site management and Building protection;
 - (e) hours of work;
 - (f) the supervision of the Member's or Occupier's contractors, servants or agents.
- 5.7 When carrying out Building Works the Member or Occupier must:
- (a) use qualified, reputable and where appropriate, licensed contractors;
 - (b) ensure the building works are carried out in a proper manner and to the satisfaction of the Owners Corporation;
 - (c) ensure works are in accordance with the Building Works Agreement;
 - (d) ensure that all contractors and / or tradesmen only use the area designated by the Owners Corporation for their entry and exit to the Building.
 - (e) promptly notify the Owners Corporation on becoming aware of any damage in or to the Common Property;
 - (f) compensate the Owners Corporation for reinstatement of any damage caused by servants, agents and contractors carrying out Building Works on Your behalf may cause to the Common Property or property of another Lot owner or occupier, or to other parts of the Building;
 - (g) ensure that Your servants, agents and contractors, adhere to these Rules and in particular, to the terms and conditions of the Building Works Agreement;
- 5.8 Access will not be available to other Lots on the Plan of Subdivision or the Common Property on the Plan of Subdivision for the installation and maintenance of services and associated building works without the formal written consent or licence of the Member of the relevant Lot, or of the Owners Corporation in the case of Common Property.
- 5.9 Rules 5.1 to 5.8 do not apply to the Vendor, its assignees or legal personal representatives.
- 5.10 The Member or Occupier of the Lot must immediately make good all damage to, and dirtying of the building, the Common Property, the services thereof or any fixtures, fittings and finishes which are caused by such works, and if the Member fails to immediately do so, or if the Member fails to do so within a reasonable period of time, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in the that event:

- (a) the Member will indemnify and keep indemnified the Owners Corporation against any costs or liabilities by the Owners Corporation in so making good the damage and dirtying; and
- (b) the Owners Corporation may deduct the cost of making good the damage or dirtying from the bond amount provided to the Owners Corporation pursuant to Rule 5.2 (f) and shall be entitled to seek reimbursement of the balance of its costs as a debt due from the Member.

6 CLEANING OF A LOT

- 6.1 A Member or Occupier of a Lot must keep that Lot clean and in good repair.
- 6.2 A Member or Occupier of a Lot must keep all internal or external balconies and any other areas which form part of the Lot, clean, tidy and well maintained and must ensure that all areas visible from outside the Lot are clean, tidy and well maintained.
- 6.3 A Member or Occupier of a Lot must keep clean all exterior surfaces of glass, both in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the Member or Occupier safely or at all.

7 COMMON PROPERTY - DAMAGE TO

- 7.1 Subject to the Rules, a Member must not and must ensure the Occupier of a Member's Lot must not:
 - (a) damage or deface;
 - (b) mark or paint;
 - (c) drive nails or screws into;
 - (d) alter; or
 - (e) do anything of a like nature toany Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the prior written consent of the Owners Corporation.
- 7.2 Any consent given by the Owners Corporation to:
 - (a) damage or deface;
 - (b) mark or paint;
 - (c) drive nails or screw into;
 - (d) alter; or
 - (e) do anything of a like nature to

Common Property does not permit You to make any additions to the Common Property and may also state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- 7.3 A Member must or must ensure the Occupier of a Member's Lot must:
- (a) not interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
 - (b) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
 - (c) interfere or activate any of the Buildings' fire protection services including but not limited to alarms, sprinklers, some detectors, fire extinguishers and fire hydrants except in the case of an emergency, provided further that the Owners Corporation may recover the cost of any damage for false alarms or making good any damage from the Occupier or Member;
 - (d) modify any air-conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation;
 - (e) notify the Owners Corporation of any damage or defect in the Common Property;
 - (f) compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.
- 7.4 Subject to these Rules, You are not prevented from installing:
- (a) any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot;
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, subject to the screen or other device being soundly built and is consistent with the colour, style and materials of the building;
 - (c) any structure or device to prevent harm to children.
- 7.5 Any installation permitted by these Rules must:
- (a) be soundly built and meet acoustic standards as approved by the Owners Corporation;
 - (b) have been installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
 - (c) have an appearance, after installation, which is consistent with the colour, style and materials of the Building;
 - (d) comply with the Manager's stipulations from time to time;
 - (e) not break the fire regulations by installing unapproved dead locks or peep holes that would void or affect the Owners Corporation's insurance policy.
- 7.6 Subject to these Rules, You must:
- (a) maintain and keep in a state of good and serviceable repair, any installation referred to in Rule 7.4 that forms part of the Common Property and that services the Lot; and
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of the installation that forms part of the Common Property and that services the Lot.

8 COMMON PROPERTY - INTERFERENCE WITH

- 8.1 A Member or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 8.2 A Member or Occupier of a Lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any equipment installed on the Common Property.
- 8.3 A Member or Occupier of a Lot must not modify or interfere with any air conditioning, heating, or ventilation system or associated ducting, or any other building service servicing that Lot without the prior written consent of the Owners Corporation (either by direction of the Owners Corporation or on its own in the case of an emergency).
- 8.4 A Member or Occupier of a Lot must not enter into, or permit any person to enter into any plant room, or the waste disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas or heating or cooling controls, communication system (except telephone connections), in or on the Common Property without the consent of the Owners Corporation.
- 8.5 A Member or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.
- 8.6 A Member or Occupier of a Lot must not operate, or permit to be operated, on the Lot or within it, any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 8.7 A Member or Occupier of a Lot must not paint or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.
- 8.8 A Member or Occupier of a Lot must not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the applicable fire regulations and be of a colour approved by the Owners Corporation.
- 8.9 A Member or Occupier of a Lot must not use that part of a Lot designed for use as a car parking space, for any other purpose without the prior written consent of the Owners Corporation.
- 8.10 A Member or Occupier of a Lot of the Apartment Building:
 - (a) must not stack items closer than 500mm to any sprinkler within any storage cage;
 - (b) must not affix or install any material to the walls of a storage cage to enclose the space; and
 - (c) must ensure that all items kept in any storage cage are wholly contained within the storage cage.

9 COMMON PROPERTY - RESTRICTED USE OF

- 9.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:
 - (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by

Members or Occupiers of any part of the Common Property;

- (b) permit, to the exclusion of Members and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- (c) restrict by means of key or other security device, the access of Members or Occupiers;
- (d) restrict by means of key or other security device, the access of the Members or Occupiers of one level of the Lots to any other level of the Lots; and
- (e) cancel any security card or key issued where a Member is in arrears in payment of Owners Corporation levies in excess of two (2) quarters.

9.2 A Member or Occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with Rule 9.1.

10 COMMON PROPERTY - SECURITY OF APARTMENT BUILDING

- 10.1 A Member or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.
- 10.2 A Member or Occupier of a Lot must not allow persons to follow them through the security doors to the property or to common areas.
- 10.3 A Member or Occupier of a Lot must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of a Member, Occupier, or user of another Lot.
- 10.4 Except with the approval in writing of the Owners Corporation, a Member 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. 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.

11 COMMON PROPERTY - USE OF

- 11.1 A Member or Occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the Development, or may cause a nuisance or hazard to the health, safety and security of any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.
- 11.2 A Member or Occupier of a Lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with, or prevent its lawful use and enjoyment by other Members or Occupiers of Lots or their families or visitors.
- 11.3 A Member or Occupier of a Lot must not use for his or her own purposes as a garden, any portion of the Common Property, unless the Owners Corporation has provided its written consent.
- 11.4 The Owners Corporation may as a condition of its consent under Rule 11.3, specify a period for which the consent is granted.

- 11.5 A Member or Occupier of a Lot must not and must ensure their invitees do not place or use private barbeques on any part of the Common Property.
- 11.6 A Member or Occupier of a lot must not place, store or let stand any item owned or under the control of the Member or Occupier on Common Property unless written approval has been obtained from the owners corporation.

12 COMPENSATION TO OWNERS CORPORATION

- 12.1 The Member or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees. The cost of the damage will be based upon the assessment of an experienced contractor or otherwise upon the average cost of quotations received to repair the damage.

13 COMPLAINTS AND APPLICATIONS

- 13.1 Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

14 COMPLIANCE WITH RULES BY INVITEES

- 14.1 A Member or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Member or Occupier comply with these Rules.
- 14.2 A Member of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including taking any action available under the lease, licence or agreement, to ensure any tenant, licensee or occupant of the Lot and any invitees of that tenant, licensee or occupant comply with these Rules.
- 14.3 A Member or Occupier of a Lot must ensure contractors/tradesmen as appointed by them only use the area specifically designated by the Owners Corporation for entry and exit to the building.

15 COMPLIANCE WITH LAWS

- 15.1 A Member or Occupier of a Lot must, at the Member's or Occupier's expense, promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.
- 15.2 A Member or Occupier of a Lot must not use the Lot or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the Development comprised of the Lots and the Common Property, or which may cause a nuisance or hazard to any other Member or Occupier of a Lot or their tenants or invitees.
- 15.3 A Member or Occupier of a Lot must grant to the Owners Corporation, its servants and agents, upon the Member or Occupier being given seven (7) days prior written notice, the right of access to their Lot or any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property, and the cleaning of the outside of the windows and the external façade of the Common Property.

16 COMPLIANCE WITH PERMITS

- 16.1 Each Member must comply with all Permit conditions, including without limitation, the Waste Management Plan.

Note that a private waste contractor is to be engaged by the Owners Corporation to manage the waste for the Apartment building and also the Townhouses. Note also that associated cost is payable by the Owners Corporation.

17 CONDUCT OF MEETINGS

- 17.1 The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act and Regulations.

18 CONSENT OF OWNERS CORPORATION

- 18.1 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 or Occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

19 DEVELOPER

- 19.1 Notwithstanding anything to the contrary herein contained, so long as the Developer and its equity partners, if any, is a Member or Occupier and is an owner of a Lot and so long as any mortgagee or chargee of the Developer has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer, its mortgagee or chargee may be engaged in, or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.
- 19.2 The Developer and its equity partners if any, its mortgagees or chargees shall be and are by this Rule, authorised by each and every Owners Corporation in the Plan of Subdivision to:
- (a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - (b) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
 - (c) exclude all and any Members or Occupiers of any Lot from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
 - (d) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
 - (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;
 - (f) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project;

- (g) 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.
- 19.3 The Owners Corporation authorises and appoints the Developer to sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.

20 DISPUTE RESOLUTION

- 20.1 The grievance procedure set out in this Rule applies to disputes involving a Lot owner, Manager, or an Occupier or the Owners Corporation.
- 20.2 The party making the complaint must prepare a written statement in the approved form.
- 20.3 If there is no grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 20.4 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.
- 20.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation within fourteen (14) working days after the dispute comes to the attention of all the parties.
- 20.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 20.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporation Act 2006.
- 20.8 This process is separate from and does not limit any further action under Part 10 of the Owners Corporation Act 2006.

21 FIRE CONTROL: APARTMENT BUILDING

- 21.1 A Member or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency.
- 21.2 A Member or Occupier of a Lot must not obstruct any fire stairs or fire escape.
- 21.3 A Member or Occupier of a Lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their Lot to become non-operational. The Member or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; i.e. ensuring that all smoke detectors installed in the Lot are properly maintained and tested in accordance with regulations and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 21.4 To avoid False Alarm Call Outs by the Fire Brigade, a Member or Occupier of a Lot must not:
- (a) smoke on Common Property including the corridors, floor landings, foyer, lifts and stairwells or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;

- (b) open their apartment door leading to the lobby in non dangerous instances to eliminate the resulting smoke from their Lot i.e. (such as smoke from burning toast or other food);
- (c) only windows should be opened to allow smoke to escape in non dangerous situations;
- (d) open the door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
- (e) utilise fire hoses except in the case of an emergency;
- (f) leave open the entry door to their Lot whilst having building works undertaken.

Note: In cases of negligence resulting in a False Alarm Call Out being made by the Fire Brigade, the associated costs will be charged to the Member or Occupier identified as being responsible.

22 FIRE CONTROL: TOWNHOUSES

- 22.1 A Member or Occupier of a Lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their Lot, to become non-operational. The Member or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; i.e. ensuring that all smoke detectors installed in the Lot are properly maintained and tested in accordance with requirements and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 22.2 ensure that the front door to the townhouse is maintained in accordance with the fire regulations and Certificate of Occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
- 22.3 ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

23 HEALTH SAFETY & SECURITY

- 23.1 A Member or Occupier must not use the Lot or permit it to be used, so as to cause hazard to the health, safety and security of a Member, Occupier, or user of another Lot.
- 23.2 Except with the approval in writing of the Owners Corporation, a Member 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 any other flammable material. 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.
- 23.3 A Member 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.
- 23.4 A Member or Occupier must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied and cleaned and in the case of the apartment building, ensure that water is not falling onto other Lots within the Building or the Common Property.
- 23.5 A Member or Occupier must ensure that all accessible doors are properly maintained.

24 INFECTIOUS DISEASES

- 24.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Member or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto, to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

25 INSURANCE PREMIUM

- 25.1 A Member or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

26 LANDSCAPING & CONSERVATION RESERVE

- 26.1 The Owners Corporation will arrange and be responsible to maintain all common garden areas throughout the development.
- 26.2 Members and Occupiers are to note that the on-going management regime for the conservation reserve may at times cause noise, odour or smoke intrusion into the private dwellings.

27 LEASE OR LICENSE OF COMMON PROPERTY

- 27.1 Despite the preceding Rules, the Owners Corporation may grant a lease or licence in respect to the whole or part of the Common Property for any purpose it sees fit subject to the provisions of the Subdivision Act 1988 and Owners Corporation Act 2006 and the regulations made under it (or any Act or regulations amending or replacing the Act or regulations) and the provisions of that lease or license will prevail if there is any inconsistency between these Rules and that lease or license.

28 LOTS – CHANGE OF USE OF LOTS

- 28.1 A Member or Occupier of a Lot must give written notification to the Owners Corporation if the Member 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.

29 MANAGEMENT AND ADMINISTRATION

- 29.1 Metering of services and apportionment of costs of services
- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Member or Occupier that is more than the amount that the supplier would have charged the Member or Occupier for the same goods or services.
 - (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Member 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 Member or

Occupier from the relevant supplier.

- (c) Subrule (b) does not apply if the concession or rebate:
 - (i) must be claimed by the Member or Occupier and the Owners Corporation has given the Member or Occupier an opportunity to claim it and the Member or Occupier has not done so by the payment date set by the relevant supplier; or
 - (ii) is paid directly to the Member or Occupier as a refund.

30 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS): APARTMENT BUILDING

- 30.1 A Member or Occupier of a Lot must not move any article (including furniture and/or goods) likely to cause damage or obstruction through Common Property without first notifying the Owners Corporation or its Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present.
- 30.2 A Member or Occupier of a Lot may only move an article (including furniture and/or goods) likely to cause damage or obstruction through Common Property in accordance with directions of the Owners Corporation, the Manager or the Manager's representative.
- 30.3 Without limiting the generality of the foregoing Rules, a Member or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Owners Corporation.
- 30.4 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building without the approval of the Owners Corporation and making prior arrangements with the Manager (minimum of 3 days notice must be given, otherwise use of the lift will be prohibited).
- 30.5 A Member or Occupier of a Lot must ensure the removalist truck / vehicle is parked in the area approved by the Owners Corporation to ensure other residents are not inconvenienced.
- 30.6 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the building outside the hours permitted by the Owners Corporation; permitted hours are between 7:30am to 12:00noon and 1:00pm to 5:30pm (Monday to Friday). All moves must be completed by 5:30 pm on the day of the move.
- 30.7 A Member or Occupier of a Lot must ensure no damage is sustained to the common property when moving articles, furniture and/or goods through the entry foyer, lift and to their apartment.
- 30.8 Subject to compliance with Rules 30.4 to 30.7, a Member or Occupier of a Lot must ensure that before commencing to move any furniture in or out of a Lot they:
 - (a) ensure lift cover have been installed as per prior arrangement with the Owners Corporation;
 - (b) paid the Owners Corporation any fee charged by the Owners Corporation for the use of the lift covers and the attendance of a representative of the Owners Corporation;
 - (c) paid the Owners Corporation such amount as is set by the Owners Corporation as security for the cost of rectifying any damage which may occur to the Common Property as a result of the moving of furniture by the Member or Occupier of a Lot.

30.9 A Member or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the Common Property areas. Cartons and packing crates must be placed in the rubbish room or the location as specifically designated by the Owners Corporation for that purpose.

31 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS) - TOWNHOUSES

31.1 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building without making prior arrangements with the Manager (minimum of 2 days notice must be given).

31.2 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of their premises outside the hours permitted by the Owners Corporation and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation but otherwise between the hours of 9:00am and 6:00pm (Monday to Friday). All moves must be completed by 6:00pm on the day of the move.

31.3 A Member or Occupier of a Lot must ensure the removalist truck / vehicle is parked in the area approved by the Owners Corporation to ensure other residents are not inconvenienced.

31.4 A Member or Occupier of a Lot must not arrange for deliveries of any kind or nature unless the Member or at or on the premises to accept and arrange for the same at each Member's sole cost and liability.

31.5 A Member or Occupier of a Lot must not damage, obstruct or interfere with any Common Property when moving items in or out of any Lot.

31.6 A Member or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the Common Property areas. The removalist should be encouraged to take packaging, carton boxes etc away with them or alternatively, the Member or Occupier will need to make own arrangements for disposal of the waste.

31.7 A Member must and must ensure that the Occupier of a Member's Lot:

- (a) take immediate steps to make good any damage caused to the Common Property as a result of the moving of such furniture; and
- (b) pay compensation to the Owners Corporation in respect of any damage to the extent that the damage has not or cannot be made good pursuant to Rule 31.7(a) within 7 days of demand by the Owners Corporation.

32 NAMING RIGHTS

32.1 The Owners Corporation has authorised and acknowledges the Developer's right to grant naming rights for the buildings comprising the Development to such person and on such terms as the Developer in its sole discretion determines which rights include the right to exclusively place prominent signage (to specifications determined by the Developer) on the Common Property identifying the building with the person or entity to whom such naming rights have been granted.

33 NOTIFICATION OF DEFECTS

33.1 A Member or Occupier of a Lot must promptly notify the Owners Corporation on becoming aware of any damage in the Common Property or any personal property vested in the Owners Corporation.

34 OWNERS CORPORATION CERTIFICATE

- 34.1 Application to the Owners Corporation for a Owners Corporation Certificate must be made in writing and accompanied by the appropriate fee per Common Property. On receipt of the application and the appropriate fee, the Owners Corporation must issue a Certificate in the approved form in accordance with the Act and Regulations.
- 34.2 Any Member who sells a Lot must advise the Owners Corporation of the sale, and the name and address of the new owner or their solicitor within one month of settlement.

35 PAINTING

- 35.1 A Member or Occupier of a Lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.

36 PENALTY INTEREST

- 36.1 The Owners Corporation may charge penalty interest at the rate set from time to time under Section 2 of the Penalty Interest Rates Act 1983 (as amended) on outstanding accounts and any other amount payable to the Owners Corporation pursuant to these Rules. If payment of Owners Corporation fees and charges are not paid within 28 days of the due date as identified on the fee notice, then interest will be charged from the due date until the amount owing and all interest has been paid in full.

37 PETS AND ANIMALS

- 37.1 A Member or Occupier of a Lot must ensure that any animal belonging to them or in his or her control is restrained and on a leash at all times whilst on the Common Property.
- 37.2 A Member or Occupier of a Lot must ensure that any animal belonging to them, or in his or her control does not urinate or defecate on Common Property areas.
- 37.3 A Member or Occupier of a Lot must promptly clean up after an animal owned by or in the possession or control of that Member or Occupier.
- 37.4 A Member or Occupier of a Lot must ensure that any animal debris is immediately cleaned from balconies and in the instance of Townhouses, from courtyards or patios within a Member's Lot.
- 37.5 If a Member or Occupier of a Lot fails to comply with Rules 37.1 to 37.3, the Owners Corporation may take such steps as it deems appropriate to clean up after the animal and make good any damage to Common Property caused by the animal, and the Member or Occupier of the Lot is liable to pay those costs on behalf of the Owners Corporation.
- 37.6 A Member or Occupier of a Lot must take all steps necessary to ensure that any animal belonging to them does not cause a nuisance to other occupants of the development or any neighbouring properties.
- 37.7 A Member or Occupier of a Lot must not leave pets on balconies either overnight or whilst they are not in their residences.
- 37.8 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 Member or Occupier who is keeping the animal.

- 37.9 A Member or Occupier of a Lot must not keep any animal on the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- 37.10 A Member or Occupier of a Lot who is keeping an animal that is the subject to a notice under Rule 37.9 must remove that animal.
- 37.11 Rules 37.9 and 37.10 do not apply where an animal that assists the Member or Occupier with an impairment or disability.
- 37.12 A Member or Occupier of a Lot must keep the Lot free of vermin and must immediately inform the Owners Corporation on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

38 RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS

- 38.1 The Member of a Lot 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 by the Member or any occupant of the Member's lot, including but not limited to recovery of Owners Corporation contribution fees.

39 RESTRICTIONS – CONDUCTING TRADE

- 39.1 The Member or Occupier of a residential Lot must not use a Lot or the Common Property for any trade, profession or business (other than letting the Lot for residential accommodation for periods in excess of three months) nor permit any other person to do so, unless:
- (a) the person conducting the trade, profession or business is a full time resident of the Lot and only operates a home office with a maximum of one (1) employee; and
 - (b) the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Lot.

40 RETAIL / COMMERCIAL LOTS

- 40.1 Members and Occupiers of a residential Lot are to note that noise and odour issues may emanate from the operation of the retail / commercial Lot.
- 40.2 Members or Occupiers of a retail / commercial Lot, cannot without the prior written consent of the Responsible Authority, operate outside of the hours of 7:00am to 11:00pm.
- 40.3 Without limiting any other Rule, the Proprietor or Occupier (or its invitees, customers, suppliers) of all or any part of the Retail Lots must:
- (a) ensure the trade waste point is maintained in accordance with the industry requirements. Frequency of maintenance is dependent on type of business operations and may vary from monthly, quarterly, half yearly or annually;
 - (b) make own arrangements to ensure appropriate management of the waste applicable to their Lot i.e. engage contractor to collect and dispose of waste, ensuring the waste bins are returned to their allocated area in accordance with the requirements as stipulated by the Owners Corporation;

- (c) take all steps reasonably necessary to minimise noise when filling bins (including not filling bins before 8:00am and after 10pm) and ensure contractors collect bins between 8:00am and 9:00am Monday to Saturday and between 9:00am to 10:00am on Sundays;
- (d) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- (e) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- (f) store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any carpark forming part of the Lot) and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the bin collection area designated by the Owners Corporation;
- (g) comply with all health, noise and other regulations in carrying on the business from the Lot;
- (h) refrigerate perishable rubbish;
- (i) only wash down bins within the relevant Lot or in the bin collection area designated by the Owners Corporation (but not any carpark forming part of the Lot);
- (j) ensure that any mechanical fluing is appropriately filtered;
- (k) ensure that all small utility deliveries occur between 7:00 am – 6:00pm Monday to Friday and 8:00am – 4:00pm Saturdays and Sundays, ensuring no excessive or unnecessary noise occurs during these deliveries;
- (l) ensure that all large deliveries occur 8:00am – 6:00pm Monday to Saturday ensuring no excessive or unnecessary noise occurs during these deliveries;
- (m) not install electronic gaming machines in the Lot;
- (n) ensure that all cooking odours that may emanate from the Lot are within reasonable levels and appropriate exhausts and mechanical fluing are installed and utilised as required;
- (o) ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level consistent with applicable standards or codes is achieved.

40.4 Nothing in this Rule 40 prevents or prohibits the Proprietor or Occupier of a Retail Lot applying for, and obtaining, any planning permit, liquor licence, or any retail or commercial legislative consent or permit which the Proprietor or Occupier of any retail or commercial Lot may require, provided at all times the Proprietor or Occupier of any such retail or commercial Lot:

- (a) Operates Lawfully;
- (b) Obtains each and every permit, liquor licence or other consent required;
- (c) Operates within the terms of any such liquor licence, permit or consent.

41 SECURITY

41.1 A Member or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the security or safety of the Common Property or any person in or about the Buildings.

42 SECURITY KEYS - APARTMENT BUILDING

- 42.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member or Occupier. If the Owners Corporation restricts the access of the Members and Occupiers under Rule 9, the Owners Corporation may make the number of Security Keys as it determines, available to Members or Occupiers free of charge.
- 42.2 A Member or Occupier of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation, an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Member or the Owners Corporation.
- 42.3 A Member or Occupier of a Lot in possession of a Security Key must not, without the Owners Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Member or Occupier and it is not to be disposed of otherwise than by returning it to the Member or the Owners Corporation.
- 42.4 A Member or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key as issued to them is lost, stolen or destroyed.
- 42.5 The security of a Lot is the responsibility of the Member or Occupier and the Owners Corporation will not be liable for any breach of the security of the Lot or for any loss of property from the Lot or Common Property.
- 42.6 The costs of replacing any Security Key or any security device which is issued to the Member or Occupier of a Lot, will be at that Member's or Occupier's cost.

43 SIGNAGE LICENCE

- 43.1 Despite anything else in these Rules to the contrary, the Developer, in addition to the powers and authorities conferred on it by or under the Regulations, has the power and authority to grant to such person and on such terms as the Developer in its sole discretion determines, a licence to erect a sign on Common Property and the Owners Corporation may enter into any document necessary to give effect to this Rule 43.1.
- 43.2 A Member or Occupier of the Lot must not hinder or impede a licensee pursuant to Rule 43.1 from exercising its rights under any agreement entered into under Rule 43.1.
- 43.3 Despite anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property.

44 SIGNAGE: APARTMENT BUILDING

- 44.1 A Member must not and must ensure an Occupier a Member's Lot does not:
- (a) permit any placard, advertisement, sign, board or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position; or
 - (b) erect any "for sale" or "for lease" boards on the interior or exterior of Your Lot or any part of Common Property or any part of the exterior of the Building.

44.2 Subject to these Rules, Lots used for commercial or retail purposes may erect or affix a sign or notice to the interior or exterior of their Lot provided the sign or notice:

- (a) is only for the purpose of identifying the business carried on from the Lot and the hours of operation of the business;
- (b) complies with the requirements of the relevant authorities; and
- (c) has been approved by the Owners Corporation.

45 SIGNAGE: TOWNHOUSES

45.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not permit any placard, advertisement or signage of any type, in or upon the Member's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent. Any "For Sale" signs shall be in dimensions and a location approved by the Owners Corporation.

45.2 Rule 45.1 does not apply to the Vendor, its assignees or legal personal representatives.

46 SPECIAL RIGHTS FOR THE VENDOR

46.1 Nothing in these Rules will prevent or hinder the Vendor from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Vendor from selling any Lot and without limitation the Vendor may:

- (a) grant access rights to third parties;
- (b) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (c) place anywhere on the Common Property signs and other materials relating to sale of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- (e) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots (to the exclusion of other Members);
- (f) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (g) if applicable, develop and construct on each Lot created out of commercial Lots if subdivided into separate Lots; or
- (h) use in any way it considers necessary any parts of the Lots created out of commercial Lots.

47 STORAGE OF BICYCLES

47.1 A Member or Occupier of a Lot must not:

- (a) permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a Lot (except for any Lots or part of a Lot specifically intended for storage purposes) or the foyer, stairwells, lift, hallways, garden areas, walkways, balconies or other parts of the Common Property except in any area as may be designated for storage of bicycles by the Owners Corporation or its Manager from time to time.

48 STORAGE OF FLAMMABLE LIQUIDS

48.1 A Member or Occupier of a Lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on a Lot, or store on Common Property, any flammable chemical, liquid, gas or other flammable material;
- (b) do or permit anything to be done, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

48.2 Rule 48.1(a) 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.

49 SUPPORT AND PROVISION OF SERVICES: APARTMENT BUILDING

49.1 Except for the purposes of maintenance and repair or renewal and with the written consent of the Owners Corporation, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired;
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

49.2 A Member or Occupier of a Lot must not install a safe greater than 20kg in a Lot without submitting to the Owners Corporation a structural engineering report in respect of the proposed installation and receiving written consent of the Owners Corporation that the installation can take place.

49.3 A Member or Occupier of a Lot must acknowledge that any Owners Corporation may share amongst the Members in that particular Owners Corporation, the costs of supply and maintenance of any gas facility or power facility required for the whole of that Owners Corporation or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

50 SUPPORT AND PROVISION OF SERVICES: TOWNHOUSES

50.1 Except for the purposes of maintenance and repair or renewal and with the written consent of the Owners Corporation, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired;

- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

51 VEHICLES ON COMMON PROPERTY & PRIVATE LOTS

- 51.1 A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle to be parked in an area other than that allocated for use by the Member or Occupier of a respective Lot.
- 51.2 A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle to be parked on Common Property so as to obstruct any driveway entrance to a Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation, and the Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.
- 51.3 A Member or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their Lot, and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the carpark or driveway or other part of the common property.
- 51.4 A Member or Occupier of a Lot must not drive or operate any vehicle on any part of the Land as follows:
- (a) in excess of 15kph on all roads throughout the estate;
 - (b) in excess of 10kph on all lane ways throughout the estate.
- 51.5 A Member or Occupier of a Lot is not permitted to use visitors' car spaces on a permanent basis and the Owners Corporation reserves the right in its absolute to impose time limits on the use by visitors of any visitors' car spaces.
- 51.6 A Member or Occupier of a Lot must not wash any vehicle on any part of the Common Property other than an area specified by the Owners Corporation for such use.
- 51.7 A Member or Occupier of a Lot must not interfere with the operation, function or control of any vehicle access gate (if any);
- 51.8 A Member or Occupier of a Lot must not obstruct or park in a car space designated for disabled visitors' car parking except for a vehicle:
- (a) which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' car space;
 - (b) in respect of which the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' car space,
- and the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitors' car space in contravention of this Rule.
- 51.9 A Member or Occupier of a Lot is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with the removal of any vehicle or other item parked on any Common Property in contravention of this Rule 51 where the offending vehicle or item is owned or under the control of the Member or Occupier of a Lot or any of their tenants, licensees or invitees.
- 51.10 A Member of Occupier of a Lot must not use a designated vehicle space for the storage, either temporary or permanent, of any item or materials, or erect upon such Lots any structure to be used as storage.

52 WASTE MANAGEMENT: APARTMENT BUILDING

- 52.1 You 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.
- 52.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.
- 52.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) recyclable items being without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation, must be placed or stored in the area designated by the Owners Corporation;
 - (c) all other garbage must be drained and securely wrapped in small parcels and deposited in the garbage chute (where one is provided) situated on the Common Property;
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area;
 - (e) cardboard boxes are not to be disposed of via the garbage chute where one is provided.
- 52.4 A Member must not and must ensure that the Occupier of a Member's Lot does not deposit any items of rubbish including but not limited to, any items of a non-household nature or furnishings, fittings or fixture into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature.
- 52.5 Members or Occupiers of retail / commercial Lots must make own arrangements to ensure appropriate management of the waste applicable to their Lot i.e. engage contractor to collect and dispose of waste, ensuring the waste bins are returned to their allocated area.

53 WASTE MANAGEMENT: TOWNHOUSES

- 53.1 You 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.
- 53.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.
- 53.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the disposal of garbage, but otherwise You must not, and must ensure that the Occupier of Your Lot does not:
- (a) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;
 - (b) deposit any items of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixture into any receptacle except as may be provided from time to time by the Council as a separate collection for items of this nature;
 - (c) deposit cans, bottles, cardboard and other recyclable items in the general waste bins or any areas except in the recycle bins or area provided for such;

- (d) through or allow to fall or permit to be thrown or to fall, any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies etc., onto another Member's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Occupier of the Member's Lot.

53.4 A Member must, and must ensure that the Occupiers of a Member's Lot:

- (a) keeps all garbage and refuse within the Member's Lot in tidy secured containers and place the Member's garbage and refuse for collections in conformity with hygiene regulations of the Owners Corporation or the Council as determined from time to time, and to remove such garbage and refuse from the Member's Lot only in accordance with such regulations and at such time as shall be designated acceptable to the Owners Corporation and to sure that all garbage of wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scouring, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of Occupants, contractors and Council collection employees;
- (b) 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.

54 WIND/WEATHER

- 54.1 A Member or Occupier of a Lot must ensure when departing their Lot, that all doors and windows are tightly closed to minimise the likelihood of risk and damage to surrounding people or property.
- 54.2 During periods of high winds, a Member or Occupier of a Lot must ensure that all loose items are removed from balconies, including any light weight furniture, and that doors and windows are tightly closed to minimise the likelihood of risk and damage to surrounding people or property.
- 54.3 The Member or Occupier of the Lot are advised that the glazed screens / windows may under certain circumstances of high winds vibrate or generate noise.

55 WINDOW TINTING

- 55.1 A member or occupier of a Lot, must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change.

56 USE OF APPURTENANCES

- 56.1 A Member or Occupier of a Lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Member/Occupier found to be responsible for the damage or blockage.

57 ADDITIONAL RULES

- 57.1 The Additional Rules form part of these Rules and are binding on all Members, Occupiers and their invitees.

ANNEXURE A

ADDITIONAL OWNERS CORPORATIONS RULES PS721311M

1. ROAD LICENCE

- 1.1 The Members and Occupiers acknowledge that the Owners Corporation has granted a licence (**Road Licence**) in perpetuity to the proprietors and occupants (**Road Licensee**) of the land affected by plan of subdivision 703354U, being the land contained in parent title Volume 11331 Folio 991, of that part of the Common Property marked blue on the attached plan marked A for use as a road way by pedestrian, motor vehicle and bicycle traffic.
- 1.2 The Members and Occupiers must do all things reasonably necessary to ensure that the Owners Corporation complies with its obligations under the Road Licence in its capacity as licensor.
- 1.3 A Member and Occupier must not lodge any objection, make any complaint, take any action or otherwise do or omit to do anything which would prevent, obstruct, disrupt or hinder a Road Licensee from exercising their rights under the Road Licence during the term of the Road Licence.

2. PARK FACILITIES LICENCE

- 2.1 The Members and Occupiers acknowledge that the Owners Corporation has granted a licence (**Park Facilities Licence**) in perpetuity to the proprietors and occupants (**Park Facilities Licensees**) of the land affected by plan of subdivision 703354U, being the land contained in parent title Volume 11331 Folio 991, of that part of the Common Property marked green (**Park Licensed Area**) on the attached plan marked B for use as a park in a manner consistent with the intended purpose of the Park Licensed Area and any improvements constructed or installed within it.
- 2.2 The Members and Occupiers must do all things reasonably necessary to ensure that the Owners Corporation complies with its obligations under the Park Facilities Licence in its capacity as licensor.
- 2.3 A Member and Occupier must not lodge any objection, make any complaint, take any action or otherwise do or omit to do anything which would prevent, obstruct, disrupt or hinder a Park Facilities Licensee from exercising their rights under the Park Facilities Licence during the term of the Park Facilities Licence.

3. LICENSEE

- 3.1 The Members and Occupiers acknowledge and agree that, pursuant to each of the Road Licence and the Park Facilities Licence, they are entitled to have access to and use of:
 - (a) the areas marked in pink (**Road Licensee Area**) on the plan marked A attached to these Additional Owners Corporation Rules for use as a road way by pedestrian, motor vehicle and bicycle traffic; and
 - (b) the areas marked in red (**Park Licensee Area**) on the plan marked B attached to these Additional Owners Corporation Rules for use as a park in a manner consistent with the intended purpose of the Park Licensed Area and any improvements constructed or installed within it.
- 3.2 The Members and Occupiers:
 - (a) must comply, and must procure that their respective invitees comply, with the terms of the Road Licence and the Park Facilities Licence in their capacity as licensees of the Road Licensee Area and Park Licensee Area; and
 - (b) indemnify and must keep indemnified the Owners Corporation from any loss or damage resulting from a breach by the Member or Occupier, or any of their

respective invitees, of any obligation in their capacity as licensee of the Road Licensee Area and Park Licensee Area under the Road Licence under the Road Licence or the Park Facilities Licence.

4. BREACH OF ADDITIONAL OWNERS CORPORATION RULES

A breach by a Member or Occupier or any of their invitees of the terms of the Road Licence or the Park Facilities Licence constitutes a breach of that Member or Occupier of Additional Owners Corporation Rules 1, 2 or 3 and the Owners Corporation shall be entitled to rely on its rights against any Member or Occupier under the Rules or the *Owners Corporations Act 2006* (Vic) in respect of such breach.

5. DEED

- 5.1 Pursuant to the Road Licence and the Park Facilities Licence, the Owners Corporation must not amend or revoke these Additional Owners Corporation Rules, including this Additional Owners Corporation Rule 5, without the consent of the Developer.
- 5.2 Members must not vote in favour of any resolution authorising the revocation or amendment of these Additional Special Rules unless the Developer has first consented in writing to such revocation or amendment.

**CONSOLIDATED
OWNERS CORPORATION RULES**

PLAN OF SUBDIVISION No. PS721311M

OWNERS CORPORATION No. 4

**16-20 OLEANDER Drive, MILL PARK VICTORIA
3082**

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INFORMATION ONLY

In these rules, unless the context otherwise requires:

- headings are for convenience only;
- words imparting the singular include the plural and vice versa;
- words imparting a gender include any gender
- a reference to a person includes a reference to the person's executors, administrators, successors, substitutes
- an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
- a reference to a thing includes part of that thing.

DEFINITIONS

- a) **"Act"** means the Subdivision Act 1988 and the Owners Corporations Act 2006;
- b) **"Additional Rules"** means the additional Rules attached as Annexure A;
- c) **"Building"** means the improvements constructed on all of the land in the Plan of Subdivision of which the Lots form part of and includes a structure and part of a building or a structure, walls, out buildings, service installations and other appurtenances of a building affected by the Owners Corporation;
- d) **"Building Manager"** means any Building Manager / caretaker appointed by the Owners Corporation;
- e) **"Building Works"** are any works, alterations, additions, removal, repairs, or replacement of:
 - i. Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot;
 - ii. Common Property services and services to the Building;
 - iii. The internal walls inside Your Lot;
 - iv. The structure of Your Lot;
 - v. Services provided to Your Lot.

Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot.

- f) **"Building Works Agreement"** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to Building Works;
- g) **"Committee"** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub-Committee;
- h) **"Common Facilities"** means the facilities located upon the Common Property for the use and enjoyment of the Members and Occupiers, subject to any restrictions;
- i) **"Common Property"** means all of the Common Property referred to on the Plan of Subdivision;
- j) **"Council"** means City of Whittlesea;
- k) **"Developer"** means Gibroc Corporation Pty Ltd (ACN 143 492 782);

- l) **“Development”** means all the land improvements comprised in the Plan of Subdivision situated at 16-20 Oleander Drive, Mill Park;
- m) **“Grievance Committee”** means any grievance sub-committee appointed by the Owners Corporation Committee;
- n) **“Land”** includes buildings and airspace; being the whole of the land described in the Plan of Subdivision;
- o) **“Land affected by the Owners Corporation”** means the Lots of which the Owners for the time being are the Members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- p) **“Law”** means the provisions of any statute, Rule, Regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- q) **“Lot or Lots”** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision and a Lot or accessory Lot on a registered cluster plan;
- r) **“Lot owner”** means the registered owner of a Lot;
- s) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager, or if no person is for the time being appointed, the secretary of the Owners Corporation;
- t) **“Member”** means an owner of a Lot on the Plan of Subdivision affected by the Owners Corporation;
- u) **“Occupier / Occupants”** means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member;
- v) **“Owners Corporation”** means an Owners Corporation that is incorporated by registration of the Plan of Subdivision, in this instance being Plan of Subdivision PS721311M;
- w) **“Owners Corporation Guidelines”** means any guidelines issued from time to time by the Owners Corporation or the Manager;
- x) **“Permits”** means all permits relevant and applicable to the Development including without limitation Planning Permit Number 714248 as issued by Council;
- y) **“Plan”** or **“Plan of Subdivision”** means the Plan of Subdivision for the Development, being PS721311M;
- z) **“Regulations”** means the Owners Corporations Regulations 2007;
- aa) **“Resident”** means a Lot owner and/or Occupier residing in a Lot;
- bb) **“Retail Lot”** means a Lot that is allocated on the Plan of Subdivision for retail or commercial purposes and / or which is used for retail or commercial purposes;
- cc) **“Rules”** means the standard Rules, any additional Rules and model Rules of the Owners Corporation;
- dd) **“Security Key”** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;
- ee) **“Vendor”** means Gibroc Corporation Pty Ltd (ACN 143 492 782);

ff) **“Vehicle”** means a motor vehicle, including but not limited to a motorcycle, truck, trailer or bus;

gg) **“You”** or **“Your”** means an Owner or Occupier of a Lot.

OBLIGATIONS & RESTRICTIONS

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

Without limiting the foregoing, these Rules shall be read subject to the rights of Gibroc Corporation Pty Ltd (the Developer) and its related companies and their respective consultants, employees and agents to conduct marketing activities on the Common Property until all of the Lots on the Plan of Subdivision are sold, including (without limitation):

- (i) allowing invitees to have access to the Common Property in the company of an agent or representative acting on behalf of the Developer; and
- (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property; and
- (iii) allowing 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 Lot.

NOTE:

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, HOWEVER all remaining Rules or part thereof capable of separate enforcement and effect, shall continue to be valid and enforceable in accordance with their terms.

1 ACCESS TO LOTS

- 1.1 You must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.
- 1.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable Laws.
- 1.3 Subject to these Rules, the Owners Corporation can request entry to Your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:
 - (a) the Lot;
 - (b) Common Property; or
 - (c) Services.
- 1.4 Without limiting the effect of Rule 1.3, You acknowledge that the Owners Corporation or any person authorised by the Owners Corporation may require access to Your Lot to attend to the cleaning, maintenance and or repair of the exterior of the Building, including but not limited to the windows and glass finishing, and You are required to provide such access.
- 1.5 The Owners Corporation must use reasonable endeavours to minimise any disturbance caused to You, Your family, visitors and guests.
- 1.6 The Owners Corporation and / or its authorised personnel are to use their best efforts to cause as little inconvenience to You and / or Your invitees as is reasonable in the circumstances.

2 APPEARANCE OF A LOT INCLUDING BALCONIES: APARTMENT BUILDING

- 2.1 Without limiting any of these Rules a Member or Occupier of a Lot must not:
 - (a) hang or place from any balcony or in or from a window of a Lot or on the Common Property anything which affects the outward appearance or state of repair of a Lot or the Common Property, or which may otherwise affect the use and enjoyment of the Lots and the Common Property of the building by Members or Occupiers;
 - (b) hang any clothes, wind chimes, decorations, store bicycles or other articles on the balcony which are visible from the Common Property or on any part of the common property;
 - (c) use any balcony as a place of storage;
 - (d) keep plants on the balcony which are partly or wholly visible from the Common Property or externally from any part of the building without first having obtained prior written consent of the Owners Corporation. The Owners Corporation may prescribe the plant or plants that residents can place on balconies etc., and where such plants are to be placed as part of any consent given;
 - (e) keep plants on the balcony that drain on to any part of the common property or another Lot;
 - (f) keep or allow anything belonging to a Member or Occupier of a Lot to be on any balcony or any part of the exterior of a Lot after being given notice by the Owners Corporation or its representative on behalf of the Owners Corporation (either by

direction from the Owners Corporation or on its own in the case of an emergency) to remove the thing which is causing a nuisance or adversely affects the use and enjoyment of the Development or Common Property by Members and Occupiers;

- (g) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that changes the visual characteristics of the glazing;
- (h) other than as permitted by the Owners Corporation, install or allow the installation of any:
 - i. awnings; or
 - ii. curtains, blinds or other window furnishings, or install an additional blind behind the existing fitted blinds

where such installations have the effect of changing the façade or external appearance of the Building;

- (i) install any equipment or apparatus of any kind (including any blind, light fitting, awning, air conditioning unit, external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus, security door or fly wire screen) which extends outside the boundaries of a Lot or is visible from outside the Lot;
- (j) install any pipes, wiring, cables or the like to the external face of the Building.

2.2 A Member or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony without the prior written consent of the Owners Corporation (the Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development or if it interferes with the views or use and quiet enjoyment of another Lot).

2.3 A Member or Occupier of a Lot must not allow any balcony or other areas which forms part of any Lot to become unkempt, overgrown or unsightly, and when watering or cleaning, must ensure minimal disturbance to other Members and Occupiers.

2.4 A Member or Occupier of a Lot must not allow any items to be bolted down on the balcony floor areas.

2.5 A Member or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.

3 APPEARANCE OF A LOT INCLUDING BALCONIES, PATIOS, COURTYARD: TOWNHOUSES

3.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) allow any balcony or open area forming part of a Lot to become unkempt, or unsightly;
- (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Member's Lot or the Common Property which are visible from the Common Property;
- (c) install any fly wire screen, tinting, awning, security door or any other exterior fixture or fitting which is visible from the Common Property and without first having obtained written permission to do so from the Owners Corporation;

- (d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's Lot. Where Lots have courtyards maintain gardens and replant similar types and species of plant as originally provided when necessary;
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the Owners Corporation;
- (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Buildings;
- (g) install any air conditioning unit and condenser in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
- (h) hang curtains, blinds or window coverings of any type (internal and external) visible from outside the Lot without prior written consent from the Owners Corporation and unless the colour and style of those curtains blinds or window covers comply with Owners Corporation Guidelines;
- (i) obstruct entrance to a Lot or balcony/courtyard or other area forming part of a Member's Lot to the Manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the Building structures including glass on balconies, external Building signage or light structures; or
- (j) paint, finish or otherwise alter the external façade of any building or improvement forming part of the Common Property or their Lot, unless in accordance with all applicable Permits and Owners Corporation Guidelines.

4 BEHAVIOUR BY MEMBERS, OCCUPIERS & INVITEES

4.1 A Member must not and must ensure that the Occupier of a Member's Lot and any invitees does not:

- (a) create or permit any noise or behave in a manner likely to interfere with the peaceful and quiet enjoyment of a Member or Occupier of another Lot, or of any person lawfully using Common Property;
- (b) hold any social gathering or create offensive noise in the common areas or on balconies, and in the instance of Townhouses in courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains and also such further steps as may be within the Member or Occupier's power to effect between the hours of 11:00pm to 7:00am;
- (c) Allow guest to leave or Members or Occupiers to leave or return to a Lot between the hours of 11:00pm to 7:00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other Members or Occupiers or neighbouring residents;
- (d) obstruct the lawful use and enjoyment of the Common Property by any person;
- (e) make or permit to be made noise from music or other appliances including social gatherings, musical instrument, television sets, radios, stereos, CD players or the like which may be heard outside the Lot between the hours of 11:00pm and 7.00am;

- (f) use gymnasium equipment such as walking/running machines, weight stations, dumbbells etc. inside a Lot between the hours of 10.00pm and 7.00am;
 - (g) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation; or
 - (h) without limiting the generality of the foregoing, use of machinery, drills or jack hammers in a Lot between the hours of 9:00am and 5.30pm on weekdays.
- 4.2 Rules outlined under 4.1 relating to noise does not apply, if the Owners Corporation has given written permission for the noise to be made.
- 4.3 A Member must not and must ensure that the Occupier of a Member's Lot and any invitees does not:
- (a) when on Common Property or if on any part of a Lot so as to be visible from another Lot or from Common Property, be inadequately clothed or 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.
 - (b) smoke on Common Property areas; which for the apartment building includes the corridors, floor landings, foyer, lift/s, stairwells), car park areas and other common property areas, or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time.
 - (c) use or permit to be used in or on the Common Property, skateboards, scooters, rollers skates, roller blades or any like items.
 - (d) allow the entry door or any other external door of the apartment building (other than a sliding door to a balcony) of any Lot to be physically restrained from closing in any way;
 - (e) permit any bicycle to be stored on balconies. Bicycles may only be stored in areas of the Common Property as designated by the Owners Corporation or its Manager for such purpose.
 - (f) consume alcohol or other beverages, or consume food, or the taking of glassware onto the Common Property i.e. generally common areas of the development and in regard to the apartment building, the lifts, foyer areas, floor landings etc.
 - (g) dispose of any rubbish including cigarette butts or cigarette ash over their balcony or in any part of the Common Property except for those areas specifically designated by the Owners Corporation for such disposal.
 - (h) use the common property or common facilities or permit the common property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or invitees;
 - (i) use or permit the common property of the common facilities to be used for any purpose other than that which they were designed;
 - (j) use a 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;
 - (k) use or permit any Lot, the common property or the common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development, or may cause nuisance or hazard to any other Member or Occupier of any Lot or the families or invitees of any such Member or Occupier;

- (l) use or occupy any Lot or Lots or any part thereof as a restaurant, café, food related retailer or alcohol distributor for carrying on any trade or business;
- (m) cause or permit their licensee, family or invitee to cause any damage to the Common Property;
- (n) do or allow to be done in or upon common property or the common facilities any act, matter or thing that may render any insurance in respect of the buildings void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- (o) fail to clear, at regular intervals, the contents of the Member's mail receiving box'
- (p) fail to inform and require compliance of all Owners Corporation Rules and Regulations on any Occupier, guest, visitor or invitee of any kind.

5 BUILDING WORKS

5.1 A Member of a Lot must not undertake or allow an Occupant of their Lot to undertake any building or decoration works within or about or relating to a Lot except with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws including but not limited to, council by-Laws and regulations for the building works have been obtained and copies given to the Owners Corporation, and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
- (b) the Member of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Members or Occupiers.

5.2 A Member of a Lot must not proceed with any such works until:

- (a) the Member or Occupier submits to the Owners Corporation plans and specifications of any works proposed by the Member which affect the external appearance of the building or any of the Common Property, or which affect the building structure or services or the fire or acoustic ratings of any component of the Building/s;
- (b) the Member or Occupier supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as is reasonable to enable the Owners Corporation to be satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the building, do not endanger the building and are compatible with the overall services to the building and the individual floors;
- (c) provides evidence or proof that any installation or work will not affect the building structure or services or the fire or acoustic ratings of any component of the building or of the Lot;
- (d) provide evidence that any installation or work will not affect the external appearance of the building;
- (e) the Member or Occupier receives written approval for those works from the Owners Corporation, such approval is not to be unreasonably or capriciously withheld but which may be given subject to any condition imposed by the Owners Corporation

including the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner or architect engaged by the Owners Corporation to consider such plans and specifications) by the Member and such approval will not be effective until such costs have been paid;

- (f) the Member or Occupier pays the Owners Corporation any fee or bond set from time to time by the Owners Corporation as security for the performance by the Member of a Lot of its obligations under this Rule;
 - (g) the Member of a Lot must at all times ensure that such works are undertaken in accordance with any guidelines prescribed by the Owners Corporation or the Manager.
- 5.3 The Member of a Lot must ensure that the Member or the Member's servants, agents and contractors undertaking such works comply with the property and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection requirements and hours of work and that such servants, 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 the services therein.
- 5.4 Without limiting the generality of Rule 5.3, The Member of a Lot must ensure that the Member and the Member's servants, agents and contractors undertaking such works observe the following restrictions in respect to the works:
- (a) the main building entrance and lobby of the apartment building is not used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation has given written consent to do so;
 - (b) building materials must not be stacked or stored in the front side or rear of the Building;
 - (c) scaffolding must not be erected on the Common Property or the exterior of the Building;
 - (d) construction work must comply with all Laws of the relevant statutory and governmental authorities;
 - (e) the exterior of the Development and the Common Property must at all times be maintained in a clean, tidy and safe state;
 - (f) construction vehicles and construction workers' vehicles must not be brought onto or parked in or on the Common Property.
- 5.5 If the Owners Corporation grants approval for the works and if the Owners Corporation requires it, You must not proceed or permit any contractor or other third party to proceed with any Building Works until You have:
- (a) received written consent to the Building Works from the Owners Corporation;
 - (b) entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
 - (c) paid the Owners Corporation the nominated bond as determined by the Owners Corporation;
 - (d) caused to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation;

- (e) delivered a copy of the contractor's all risk insurance policy and certificate of currency in respect to the policy to the Owners Corporation;
 - (f) implemented appropriate measures to ensure that the servants, agents and contractors are supervised in the carrying out of such works so as to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners or Occupiers.
 - (g) implemented appropriate measures to ensure that the servants, 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 the services therein.
- 5.6 The Building Works Agreement is to include directions of the Owners Corporation with respect to:
- (a) building operations;
 - (b) means of access to the Building and the Lot the subject of the Building Works;
 - (c) use of Common Property;
 - (d) on-site management and Building protection;
 - (e) hours of work;
 - (f) the supervision of the Member's or Occupier's contractors, servants or agents.
- 5.7 When carrying out Building Works the Member or Occupier must:
- (a) use qualified, reputable and where appropriate, licensed contractors;
 - (b) ensure the building works are carried out in a proper manner and to the satisfaction of the Owners Corporation;
 - (c) ensure works are in accordance with the Building Works Agreement;
 - (d) ensure that all contractors and / or tradesmen only use the area designated by the Owners Corporation for their entry and exit to the Building.
 - (e) promptly notify the Owners Corporation on becoming aware of any damage in or to the Common Property;
 - (f) compensate the Owners Corporation for reinstatement of any damage caused by servants, agents and contractors carrying out Building Works on Your behalf may cause to the Common Property or property of another Lot owner or occupier, or to other parts of the Building;
 - (g) ensure that Your servants, agents and contractors, adhere to these Rules and in particular, to the terms and conditions of the Building Works Agreement;
- 5.8 Access will not be available to other Lots on the Plan of Subdivision or the Common Property on the Plan of Subdivision for the installation and maintenance of services and associated building works without the formal written consent or licence of the Member of the relevant Lot, or of the Owners Corporation in the case of Common Property.
- 5.9 Rules 5.1 to 5.8 do not apply to the Vendor, its assignees or legal personal representatives.
- 5.10 The Member or Occupier of the Lot must immediately make good all damage to, and dirtying of the building, the Common Property, the services thereof or any fixtures, fittings and finishes which are caused by such works, and if the Member fails to immediately do so, or if the Member fails to do so within a reasonable period of time, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in the that event:

- (a) the Member will indemnify and keep indemnified the Owners Corporation against any costs or liabilities by the Owners Corporation in so making good the damage and dirtying; and
- (b) the Owners Corporation may deduct the cost of making good the damage or dirtying from the bond amount provided to the Owners Corporation pursuant to Rule 5.2 (f) and shall be entitled to seek reimbursement of the balance of its costs as a debt due from the Member.

6 CLEANING OF A LOT

- 6.1 A Member or Occupier of a Lot must keep that Lot clean and in good repair.
- 6.2 A Member or Occupier of a Lot must keep all internal or external balconies and any other areas which form part of the Lot, clean, tidy and well maintained and must ensure that all areas visible from outside the Lot are clean, tidy and well maintained.
- 6.3 A Member or Occupier of a Lot must keep clean all exterior surfaces of glass, both in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the Member or Occupier safely or at all.

7 COMMON PROPERTY - DAMAGE TO

- 7.1 Subject to the Rules, a Member must not and must ensure the Occupier of a Member's Lot must not:
 - (a) damage or deface;
 - (b) mark or paint;
 - (c) drive nails or screws into;
 - (d) alter; or
 - (e) do anything of a like nature toany Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the prior written consent of the Owners Corporation.
- 7.2 Any consent given by the Owners Corporation to:
 - (a) damage or deface;
 - (b) mark or paint;
 - (c) drive nails or screw into;
 - (d) alter; or
 - (e) do anything of a like nature to

Common Property does not permit You to make any additions to the Common Property and may also state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- 7.3 A Member must or must ensure the Occupier of a Member's Lot must:
- (a) not interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
 - (b) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
 - (c) interfere or activate any of the Buildings' fire protection services including but not limited to alarms, sprinklers, some detectors, fire extinguishers and fire hydrants except in the case of an emergency, provided further that the Owners Corporation may recover the cost of any damage for false alarms or making good any damage from the Occupier or Member;
 - (d) modify any air-conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation;
 - (e) notify the Owners Corporation of any damage or defect in the Common Property;
 - (f) compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.
- 7.4 Subject to these Rules, You are not prevented from installing:
- (a) any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot;
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, subject to the screen or other device being soundly built and is consistent with the colour, style and materials of the building;
 - (c) any structure or device to prevent harm to children.
- 7.5 Any installation permitted by these Rules must:
- (a) be soundly built and meet acoustic standards as approved by the Owners Corporation;
 - (b) have been installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
 - (c) have an appearance, after installation, which is consistent with the colour, style and materials of the Building;
 - (d) comply with the Manager's stipulations from time to time;
 - (e) not break the fire regulations by installing unapproved dead locks or peep holes that would void or affect the Owners Corporation's insurance policy.
- 7.6 Subject to these Rules, You must:
- (a) maintain and keep in a state of good and serviceable repair, any installation referred to in Rule 7.4 that forms part of the Common Property and that services the Lot; and
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of the installation that forms part of the Common Property and that services the Lot.

8 COMMON PROPERTY - INTERFERENCE WITH

- 8.1 A Member or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 8.2 A Member or Occupier of a Lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any equipment installed on the Common Property.
- 8.3 A Member or Occupier of a Lot must not modify or interfere with any air conditioning, heating, or ventilation system or associated ducting, or any other building service servicing that Lot without the prior written consent of the Owners Corporation (either by direction of the Owners Corporation or on its own in the case of an emergency).
- 8.4 A Member or Occupier of a Lot must not enter into, or permit any person to enter into any plant room, or the waste disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas or heating or cooling controls, communication system (except telephone connections), in or on the Common Property without the consent of the Owners Corporation.
- 8.5 A Member or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.
- 8.6 A Member or Occupier of a Lot must not operate, or permit to be operated, on the Lot or within it, any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 8.7 A Member or Occupier of a Lot must not paint or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.
- 8.8 A Member or Occupier of a Lot must not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the applicable fire regulations and be of a colour approved by the Owners Corporation.
- 8.9 A Member or Occupier of a Lot must not use that part of a Lot designed for use as a car parking space, for any other purpose without the prior written consent of the Owners Corporation.
- 8.10 A Member or Occupier of a Lot of the Apartment Building:
 - (a) must not stack items closer than 500mm to any sprinkler within any storage cage;
 - (b) must not affix or install any material to the walls of a storage cage to enclose the space; and
 - (c) must ensure that all items kept in any storage cage are wholly contained within the storage cage.

9 COMMON PROPERTY - RESTRICTED USE OF

- 9.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:
 - (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by

Members or Occupiers of any part of the Common Property;

- (b) permit, to the exclusion of Members and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- (c) restrict by means of key or other security device, the access of Members or Occupiers;
- (d) restrict by means of key or other security device, the access of the Members or Occupiers of one level of the Lots to any other level of the Lots; and
- (e) cancel any security card or key issued where a Member is in arrears in payment of Owners Corporation levies in excess of two (2) quarters.

9.2 A Member or Occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with Rule 9.1.

10 COMMON PROPERTY - SECURITY OF APARTMENT BUILDING

10.1 A Member or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

10.2 A Member or Occupier of a Lot must not allow persons to follow them through the security doors to the property or to common areas.

10.3 A Member or Occupier of a Lot must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of a Member, Occupier, or user of another Lot.

10.4 Except with the approval in writing of the Owners Corporation, a Member 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. 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.

11 COMMON PROPERTY - USE OF

11.1 A Member or Occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the Development, or may cause a nuisance or hazard to the health, safety and security of any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.

11.2 A Member or Occupier of a Lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with, or prevent its lawful use and enjoyment by other Members or Occupiers of Lots or their families or visitors.

11.3 A Member or Occupier of a Lot must not use for his or her own purposes as a garden, any portion of the Common Property, unless the Owners Corporation has provided its written consent.

11.4 The Owners Corporation may as a condition of its consent under Rule 11.3, specify a period for which the consent is granted.

11.5 A Member or Occupier of a Lot must not and must ensure their invitees do not place or use private barbeques on any part of the Common Property.

11.6 A Member or Occupier of a lot must not place, store or let stand any item owned or under the control of the Member or Occupier on Common Property unless written approval has been obtained from the owners corporation.

12 COMPENSATION TO OWNERS CORPORATION

12.1 The Member or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees. The cost of the damage will be based upon the assessment of an experienced contractor or otherwise upon the average cost of quotations received to repair the damage.

13 COMPLAINTS AND APPLICATIONS

13.1 Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

14 COMPLIANCE WITH RULES BY INVITEES

14.1 A Member or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Member or Occupier comply with these Rules.

14.2 A Member of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including taking any action available under the lease, licence or agreement, to ensure any tenant, licensee or occupant of the Lot and any invitees of that tenant, licensee or occupant comply with these Rules.

14.3 A Member or Occupier of a Lot must ensure contractors/tradesmen as appointed by them only use the area specifically designated by the Owners Corporation for entry and exit to the building.

15 COMPLIANCE WITH LAWS

15.1 A Member or Occupier of a Lot must, at the Member's or Occupier's expense, promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

15.2 A Member or Occupier of a Lot must not use the Lot or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the Development comprised of the Lots and the Common Property, or which may cause a nuisance or hazard to any other Member or Occupier of a Lot or their tenants or invitees.

15.3 A Member or Occupier of a Lot must grant to the Owners Corporation, its servants and agents, upon the Member or Occupier being given seven (7) days prior written notice, the right of access to their Lot or any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property, and the cleaning of the outside of the windows and the external façade of the Common Property.

16 COMPLIANCE WITH PERMITS

- 16.1 Each Member must comply with all Permit conditions, including without limitation, the Waste Management Plan.

Note that a private waste contractor is to be engaged by the Owners Corporation to manage the waste for the Apartment building and also the Townhouses. Note also that associated cost is payable by the Owners Corporation.

17 CONDUCT OF MEETINGS

- 17.1 The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act and Regulations.

18 CONSENT OF OWNERS CORPORATION

- 18.1 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 or Occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

19 DEVELOPER

- 19.1 Notwithstanding anything to the contrary herein contained, so long as the Developer and its equity partners, if any, is a Member or Occupier and is an owner of a Lot and so long as any mortgagee or chargee of the Developer has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer, its mortgagee or chargee may be engaged in, or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

- 19.2 The Developer and its equity partners if any, its mortgagees or chargees shall be and are by this Rule, authorised by each and every Owners Corporation in the Plan of Subdivision to:

- (a) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
- (b) take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
- (c) exclude all and any Members or Occupiers of any Lot from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
- (d) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
- (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;
- (f) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project;

- (g) 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.
- 19.3 The Owners Corporation authorises and appoints the Developer to sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.

20 DISPUTE RESOLUTION

- 20.1 The grievance procedure set out in this Rule applies to disputes involving a Lot owner, Manager, or an Occupier or the Owners Corporation.
- 20.2 The party making the complaint must prepare a written statement in the approved form.
- 20.3 If there is no grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 20.4 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.
- 20.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation within fourteen (14) working days after the dispute comes to the attention of all the parties.
- 20.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 20.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporation Act 2006.
- 20.8 This process is separate from and does not limit any further action under Part 10 of the Owners Corporation Act 2006.

21 FIRE CONTROL: APARTMENT BUILDING

- 21.1 A Member or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency.
- 21.2 A Member or Occupier of a Lot must not obstruct any fire stairs or fire escape.
- 21.3 A Member or Occupier of a Lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their Lot to become non-operational. The Member or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; i.e. ensuring that all smoke detectors installed in the Lot are properly maintained and tested in accordance with regulations and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 21.4 To avoid False Alarm Call Outs by the Fire Brigade, a Member or Occupier of a Lot must not:
- (a) smoke on Common Property including the corridors, floor landings, foyer, lifts and stairwells or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;

- (b) open their apartment door leading to the lobby in non dangerous instances to eliminate the resulting smoke from their Lot i.e. (such as smoke from burning toast or other food);
- (c) only windows should be opened to allow smoke to escape in non dangerous situations;
- (d) open the door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
- (e) utilise fire hoses except in the case of an emergency;
- (f) leave open the entry door to their Lot whilst having building works undertaken.

Note: In cases of negligence resulting in a False Alarm Call Out being made by the Fire Brigade, the associated costs will be charged to the Member or Occupier identified as being responsible.

22 FIRE CONTROL: TOWNHOUSES

- 22.1 A Member or Occupier of a Lot must not allow the fire safety equipment, e.g. smoke detectors as installed in respect to their Lot, to become non-operational. The Member or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot; i.e. ensuring that all smoke detectors installed in the Lot are properly maintained and tested in accordance with requirements and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 22.2 ensure that the front door to the townhouse is maintained in accordance with the fire regulations and Certificate of Occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit under the fire regulations;
- 22.3 ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

23 HEALTH SAFETY & SECURITY

- 23.1 A Member or Occupier must not use the Lot or permit it to be used, so as to cause hazard to the health, safety and security of a Member, Occupier, or user of another Lot.
- 23.2 Except with the approval in writing of the Owners Corporation, a Member 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 any other flammable material. 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.
- 23.3 A Member 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.
- 23.4 A Member or Occupier must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied and cleaned and in the case of the apartment building, ensure that water is not falling onto other Lots within the Building or the Common Property.
- 23.5 A Member or Occupier must ensure that all accessible doors are properly maintained.

24 INFECTIOUS DISEASES

- 24.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Member or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto, to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

25 INSURANCE PREMIUM

- 25.1 A Member or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

26 LANDSCAPING & CONSERVATION RESERVE

- 26.1 The Owners Corporation will arrange and be responsible to maintain all common garden areas throughout the development.
- 26.2 Members and Occupiers are to note that the on-going management regime for the conservation reserve may at times cause noise, odour or smoke intrusion into the private dwellings.

27 LEASE OR LICENSE OF COMMON PROPERTY

- 27.1 Despite the preceding Rules, the Owners Corporation may grant a lease or licence in respect to the whole or part of the Common Property for any purpose it sees fit subject to the provisions of the Subdivision Act 1988 and Owners Corporation Act 2006 and the regulations made under it (or any Act or regulations amending or replacing the Act or regulations) and the provisions of that lease or license will prevail if there is any inconsistency between these Rules and that lease or license.

28 LOTS – CHANGE OF USE OF LOTS

- 28.1 A Member or Occupier of a Lot must give written notification to the Owners Corporation if the Member 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.

29 MANAGEMENT AND ADMINISTRATION

- 29.1 Metering of services and apportionment of costs of services
- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Member or Occupier that is more than the amount that the supplier would have charged the Member or Occupier for the same goods or services.
 - (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Member 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 Member or

Occupier from the relevant supplier.

- (c) Subrule (b) does not apply if the concession or rebate:
 - (i) must be claimed by the Member or Occupier and the Owners Corporation has given the Member or Occupier an opportunity to claim it and the Member or Occupier has not done so by the payment date set by the relevant supplier; or
 - (ii) is paid directly to the Member or Occupier as a refund.

30 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS): APARTMENT BUILDING

- 30.1 A Member or Occupier of a Lot must not move any article (including furniture and/or goods) likely to cause damage or obstruction through Common Property without first notifying the Owners Corporation or its Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present.
- 30.2 A Member or Occupier of a Lot may only move an article (including furniture and/or goods) likely to cause damage or obstruction through Common Property in accordance with directions of the Owners Corporation, the Manager or the Manager's representative.
- 30.3 Without limiting the generality of the foregoing Rules, a Member or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Owners Corporation.
- 30.4 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building without the approval of the Owners Corporation and making prior arrangements with the Manager (minimum of 3 days notice must be given, otherwise use of the lift will be prohibited).
- 30.5 A Member or Occupier of a Lot must ensure the removalist truck / vehicle is parked in the area approved by the Owners Corporation to ensure other residents are not inconvenienced.
- 30.6 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the building outside the hours permitted by the Owners Corporation; permitted hours are between 7:30am to 12:00noon and 1:00pm to 5:30pm (Monday to Friday). All moves must be completed by 5:30 pm on the day of the move.
- 30.7 A Member or Occupier of a Lot must ensure no damage is sustained to the common property when moving articles, furniture and/or goods through the entry foyer, lift and to their apartment.
- 30.8 Subject to compliance with Rules 30.4 to 30.7, a Member or Occupier of a Lot must ensure that before commencing to move any furniture in or out of a Lot they:
 - (a) ensure lift cover have been installed as per prior arrangement with the Owners Corporation;
 - (b) paid the Owners Corporation any fee charged by the Owners Corporation for the use of the lift covers and the attendance of a representative of the Owners Corporation;
 - (c) paid the Owners Corporation such amount as is set by the Owners Corporation as security for the cost of rectifying any damage which may occur to the Common Property as a result of the moving of furniture by the Member or Occupier of a Lot.

30.9 A Member or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the Common Property areas. Cartons and packing crates must be placed in the rubbish room or the location as specifically designated by the Owners Corporation for that purpose.

31 MOVING OF CERTAIN ARTICLES (INCLUDING FURNITURE AND/OR GOODS) - TOWNHOUSES

31.1 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building without making prior arrangements with the Manager (minimum of 2 days notice must be given).

31.2 A Member or Occupier of a Lot must not move articles, furniture and/or goods in and out of their premises outside the hours permitted by the Owners Corporation and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation but otherwise between the hours of 9:00am and 6:00pm (Monday to Friday). All moves must be completed by 6:00pm on the day of the move.

31.3 A Member or Occupier of a Lot must ensure the removalist truck / vehicle is parked in the area approved by the Owners Corporation to ensure other residents are not inconvenienced.

31.4 A Member or Occupier of a Lot must not arrange for deliveries of any kind or nature unless the Member or at or on the premises to accept and arrange for the same at each Member's sole cost and liability.

31.5 A Member or Occupier of a Lot must not damage, obstruct or interfere with any Common Property when moving items in or out of any Lot.

31.6 A Member or Occupier of a Lot must not leave any waste from moving of furniture and/or goods in any of the Common Property areas. The removalist should be encouraged to take packaging, carton boxes etc away with them or alternatively, the Member or Occupier will need to make own arrangements for disposal of the waste.

31.7 A Member must and must ensure that the Occupier of a Member's Lot:

- (a) take immediate steps to make good any damage caused to the Common Property as a result of the moving of such furniture; and
- (b) pay compensation to the Owners Corporation in respect of any damage to the extent that the damage has not or cannot be made good pursuant to Rule 31.7(a) within 7 days of demand by the Owners Corporation.

32 NAMING RIGHTS

32.1 The Owners Corporation has authorised and acknowledges the Developer's right to grant naming rights for the buildings comprising the Development to such person and on such terms as the Developer in its sole discretion determines which rights include the right to exclusively place prominent signage (to specifications determined by the Developer) on the Common Property identifying the building with the person or entity to whom such naming rights have been granted.

33 NOTIFICATION OF DEFECTS

33.1 A Member or Occupier of a Lot must promptly notify the Owners Corporation on becoming aware of any damage in the Common Property or any personal property vested in the Owners Corporation.

34 OWNERS CORPORATION CERTIFICATE

- 34.1 Application to the Owners Corporation for a Owners Corporation Certificate must be made in writing and accompanied by the appropriate fee per Common Property. On receipt of the application and the appropriate fee, the Owners Corporation must issue a Certificate in the approved form in accordance with the Act and Regulations.
- 34.2 Any Member who sells a Lot must advise the Owners Corporation of the sale, and the name and address of the new owner or their solicitor within one month of settlement.

35 PAINTING

- 35.1 A Member or Occupier of a Lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot.

36 PENALTY INTEREST

- 36.1 The Owners Corporation may charge penalty interest at the rate set from time to time under Section 2 of the Penalty Interest Rates Act 1983 (as amended) on outstanding accounts and any other amount payable to the Owners Corporation pursuant to these Rules. If payment of Owners Corporation fees and charges are not paid within 28 days of the due date as identified on the fee notice, then interest will be charged from the due date until the amount owing and all interest has been paid in full.

37 PETS AND ANIMALS

- 37.1 A Member or Occupier of a Lot must ensure that any animal belonging to them or in his or her control is restrained and on a leash at all times whilst on the Common Property.
- 37.2 A Member or Occupier of a Lot must ensure that any animal belonging to them, or in his or her control does not urinate or defecate on Common Property areas.
- 37.3 A Member or Occupier of a Lot must promptly clean up after an animal owned by or in the possession or control of that Member or Occupier.
- 37.4 A Member or Occupier of a Lot must ensure that any animal debris is immediately cleaned from balconies and in the instance of Townhouses, from courtyards or patios within a Member's Lot.
- 37.5 If a Member or Occupier of a Lot fails to comply with Rules 37.1 to 37.3, the Owners Corporation may take such steps as it deems appropriate to clean up after the animal and make good any damage to Common Property caused by the animal, and the Member or Occupier of the Lot is liable to pay those costs on behalf of the Owners Corporation.
- 37.6 A Member or Occupier of a Lot must take all steps necessary to ensure that any animal belonging to them does not cause a nuisance to other occupants of the development or any neighbouring properties.
- 37.7 A Member or Occupier of a Lot must not leave pets on balconies either overnight or whilst they are not in their residences.
- 37.8 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 Member or Occupier who is keeping the animal.

- 37.9 A Member or Occupier of a Lot must not keep any animal on the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- 37.10 A Member or Occupier of a Lot who is keeping an animal that is the subject to a notice under Rule 37.9 must remove that animal.
- 37.11 Rules 37.9 and 37.10 do not apply where an animal that assists the Member or Occupier with an impairment or disability.
- 37.12 A Member or Occupier of a Lot must keep the Lot free of vermin and must immediately inform the Owners Corporation on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

38 RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS

- 38.1 The Member of a Lot 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 by the Member or any occupant of the Member's lot, including but not limited to recovery of Owners Corporation contribution fees.

39 RESTRICTIONS – CONDUCTING TRADE

- 39.1 The Member or Occupier of a residential Lot must not use a Lot or the Common Property for any trade, profession or business (other than letting the Lot for residential accommodation for periods in excess of three months) nor permit any other person to do so, unless:
- (a) the person conducting the trade, profession or business is a full time resident of the Lot and only operates a home office with a maximum of one (1) employee; and
 - (b) the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Lot.

40 RETAIL / COMMERCIAL LOTS

- 40.1 Members and Occupiers of a residential Lot are to note that noise and odour issues may emanate from the operation of the retail / commercial Lot.
- 40.2 Members or Occupiers of a retail / commercial Lot, cannot without the prior written consent of the Responsible Authority, operate outside of the hours of 7:00am to 11:00pm.
- 40.3 Without limiting any other Rule, the Proprietor or Occupier (or its invitees, customers, suppliers) of all or any part of the Retail Lots must:
- (a) ensure the trade waste point is maintained in accordance with the industry requirements. Frequency of maintenance is dependent on type of business operations and may vary from monthly, quarterly, half yearly or annually;
 - (b) make own arrangements to ensure appropriate management of the waste applicable to their Lot i.e. engage contractor to collect and dispose of waste, ensuring the waste bins are returned to their allocated area in accordance with the requirements as stipulated by the Owners Corporation;

- (c) take all steps reasonably necessary to minimise noise when filling bins (including not filling bins before 8:00am and after 10pm) and ensure contractors collect bins between 8:00am and 9:00am Monday to Saturday and between 9:00am to 10:00am on Sundays;
- (d) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- (e) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- (f) store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any carpark forming part of the Lot) and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the bin collection area designated by the Owners Corporation;
- (g) comply with all health, noise and other regulations in carrying on the business from the Lot;
- (h) refrigerate perishable rubbish;
- (i) only wash down bins within the relevant Lot or in the bin collection area designated by the Owners Corporation (but not any carpark forming part of the Lot);
- (j) ensure that any mechanical fluing is appropriately filtered;
- (k) ensure that all small utility deliveries occur between 7:00 am – 6:00pm Monday to Friday and 8:00am – 4:00pm Saturdays and Sundays, ensuring no excessive or unnecessary noise occurs during these deliveries;
- (l) ensure that all large deliveries occur 8:00am – 6:00pm Monday to Saturday ensuring no excessive or unnecessary noise occurs during these deliveries;
- (m) not install electronic gaming machines in the Lot;
- (n) ensure that all cooking odours that may emanate from the Lot are within reasonable levels and appropriate exhausts and mechanical fluing are installed and utilised as required;
- (o) ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level consistent with applicable standards or codes is achieved.

40.4 Nothing in this Rule 40 prevents or prohibits the Proprietor or Occupier of a Retail Lot applying for, and obtaining, any planning permit, liquor licence, or any retail or commercial legislative consent or permit which the Proprietor or Occupier of any retail or commercial Lot may require, provided at all times the Proprietor or Occupier of any such retail or commercial Lot:

- (a) Operates Lawfully;
- (b) Obtains each and every permit, liquor licence or other consent required;
- (c) Operates within the terms of any such liquor licence, permit or consent.

41 SECURITY

41.1 A Member or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the security or safety of the Common Property or any person in or about the Buildings.

42 SECURITY KEYS - APARTMENT BUILDING

- 42.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member or Occupier. If the Owners Corporation restricts the access of the Members and Occupiers under Rule 9, the Owners Corporation may make the number of Security Keys as it determines, available to Members or Occupiers free of charge.
- 42.2 A Member or Occupier of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation, an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Member or the Owners Corporation.
- 42.3 A Member or Occupier of a Lot in possession of a Security Key must not, without the Owners Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Member or Occupier and it is not to be disposed of otherwise than by returning it to the Member or the Owners Corporation.
- 42.4 A Member or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key as issued to them is lost, stolen or destroyed.
- 42.5 The security of a Lot is the responsibility of the Member or Occupier and the Owners Corporation will not be liable for any breach of the security of the Lot or for any loss of property from the Lot or Common Property.
- 42.6 The costs of replacing any Security Key or any security device which is issued to the Member or Occupier of a Lot, will be at that Member's or Occupier's cost.

43 SIGNAGE LICENCE

- 43.1 Despite anything else in these Rules to the contrary, the Developer, in addition to the powers and authorities conferred on it by or under the Regulations, has the power and authority to grant to such person and on such terms as the Developer in its sole discretion determines, a licence to erect a sign on Common Property and the Owners Corporation may enter into any document necessary to give effect to this Rule 43.1.
- 43.2 A Member or Occupier of the Lot must not hinder or impede a licensee pursuant to Rule 43.1 from exercising its rights under any agreement entered into under Rule 43.1.
- 43.3 Despite anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property.

44 SIGNAGE: APARTMENT BUILDING

- 44.1 A Member must not and must ensure an Occupier a Member's Lot does not:
- (a) permit any placard, advertisement, sign, board or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position; or
 - (b) erect any "for sale" or "for lease" boards on the interior or exterior of Your Lot or any part of Common Property or any part of the exterior of the Building.

44.2 Subject to these Rules, Lots used for commercial or retail purposes may erect or affix a sign or notice to the interior or exterior of their Lot provided the sign or notice:

- (a) is only for the purpose of identifying the business carried on from the Lot and the hours of operation of the business;
- (b) complies with the requirements of the relevant authorities; and
- (c) has been approved by the Owners Corporation.

45 SIGNAGE: TOWNHOUSES

45.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not permit any placard, advertisement or signage of any type, in or upon the Member's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent. Any "For Sale" signs shall be in dimensions and a location approved by the Owners Corporation.

45.2 Rule 45.1 does not apply to the Vendor, its assignees or legal personal representatives.

46 SPECIAL RIGHTS FOR THE VENDOR

46.1 Nothing in these Rules will prevent or hinder the Vendor from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Vendor from selling any Lot and without limitation the Vendor may:

- (a) grant access rights to third parties;
- (b) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (c) place anywhere on the Common Property signs and other materials relating to sale of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- (e) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots (to the exclusion of other Members);
- (f) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (g) if applicable, develop and construct on each Lot created out of commercial Lots if subdivided into separate Lots; or
- (h) use in any way it considers necessary any parts of the Lots created out of commercial Lots.

47 STORAGE OF BICYCLES

47.1 A Member or Occupier of a Lot must not:

- (a) permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a Lot (except for any Lots or part of a Lot specifically intended for storage purposes) or the foyer, stairwells, lift, hallways, garden areas, walkways, balconies or other parts of the Common Property except in any area as may be designated for storage of bicycles by the Owners Corporation or its Manager from time to time.

48 STORAGE OF FLAMMABLE LIQUIDS

48.1 A Member or Occupier of a Lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on a Lot, or store on Common Property, any flammable chemical, liquid, gas or other flammable material;
- (b) do or permit anything to be done, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

48.2 Rule 48.1(a) 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.

49 SUPPORT AND PROVISION OF SERVICES: APARTMENT BUILDING

49.1 Except for the purposes of maintenance and repair or renewal and with the written consent of the Owners Corporation, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired;
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

49.2 A Member or Occupier of a Lot must not install a safe greater than 20kg in a Lot without submitting to the Owners Corporation a structural engineering report in respect of the proposed installation and receiving written consent of the Owners Corporation that the installation can take place.

49.3 A Member or Occupier of a Lot must acknowledge that any Owners Corporation may share amongst the Members in that particular Owners Corporation, the costs of supply and maintenance of any gas facility or power facility required for the whole of that Owners Corporation or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

50 SUPPORT AND PROVISION OF SERVICES: TOWNHOUSES

50.1 Except for the purposes of maintenance and repair or renewal and with the written consent of the Owners Corporation, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired;

- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

51 VEHICLES ON COMMON PROPERTY & PRIVATE LOTS

- 51.1 A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle to be parked in an area other than that allocated for use by the Member or Occupier of a respective Lot.
- 51.2 A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle to be parked on Common Property so as to obstruct any driveway entrance to a Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation, and the Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.
- 51.3 A Member or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their Lot, and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the carpark or driveway or other part of the common property.
- 51.4 A Member or Occupier of a Lot must not drive or operate any vehicle on any part of the Land as follows:
 - (a) in excess of 15kph on all roads throughout the estate;
 - (b) in excess of 10kph on all lane ways throughout the estate.
- 51.5 A Member or Occupier of a Lot is not permitted to use visitors' car spaces on a permanent basis and the Owners Corporation reserves the right in its absolute to impose time limits on the use by visitors of any visitors' car spaces.
- 51.6 A Member or Occupier of a Lot must not wash any vehicle on any part of the Common Property other than an area specified by the Owners Corporation for such use.
- 51.7 A Member or Occupier of a Lot must not interfere with the operation, function or control of any vehicle access gate (if any);
- 51.8 A Member or Occupier of a Lot must not obstruct or park in a car space designated for disabled visitors' car parking except for a vehicle:
 - (a) which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' car space;
 - (b) in respect of which the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' car space,and the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitors' car space in contravention of this Rule.
- 51.9 A Member or Occupier of a Lot is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with the removal of any vehicle or other item parked on any Common Property in contravention of this Rule 51 where the offending vehicle or item is owned or under the control of the Member or Occupier of a Lot or any of their tenants, licensees or invitees.
- 51.10 A Member of Occupier of a Lot must not use a designated vehicle space for the storage, either temporary or permanent, of any item or materials, or erect upon such Lots any structure to be used as storage.

52 WASTE MANAGEMENT: APARTMENT BUILDING

- 52.1 You 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.
- 52.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.
- 52.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) recyclable items being without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation, must be placed or stored in the area designated by the Owners Corporation;
 - (c) all other garbage must be drained and securely wrapped in small parcels and deposited in the garbage chute (where one is provided) situated on the Common Property;
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area;
 - (e) cardboard boxes are not to be disposed of via the garbage chute where one is provided.
- 52.4 A Member must not and must ensure that the Occupier of a Member's Lot does not deposit any items of rubbish including but not limited to, any items of a non-household nature or furnishings, fittings or fixture into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature.
- 52.5 Members or Occupiers of retail / commercial Lots must make own arrangements to ensure appropriate management of the waste applicable to their Lot i.e. engage contractor to collect and dispose of waste, ensuring the waste bins are returned to their allocated area.

53 WASTE MANAGEMENT: TOWNHOUSES

- 53.1 You 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.
- 53.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.
- 53.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the disposal of garbage, but otherwise You must not, and must ensure that the Occupier of Your Lot does not:
- (a) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;
 - (b) deposit any items of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixture into any receptacle except as may be provided from time to time by the Council as a separate collection for items of this nature;
 - (c) deposit cans, bottles, cardboard and other recyclable items in the general waste bins or any areas except in the recycle bins or area provided for such;

- (d) through or allow to fall or permit to be thrown or to fall, any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies etc., onto another Member's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Occupier of the Member's Lot.

53.4 A Member must, and must ensure that the Occupiers of a Member's Lot:

- (a) keeps all garbage and refuse within the Member's Lot in tidy secured containers and place the Member's garbage and refuse for collections in conformity with hygiene regulations of the Owners Corporation or the Council as determined from time to time, and to remove such garbage and refuse from the Member's Lot only in accordance with such regulations and at such time as shall be designated acceptable to the Owners Corporation and to sure that all garbage of wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scouring, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of Occupants, contractors and Council collection employees;
- (b) 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.

54 WIND/WEATHER

- 54.1 A Member or Occupier of a Lot must ensure when departing their Lot, that all doors and windows are tightly closed to minimise the likelihood of risk and damage to surrounding people or property.
- 54.2 During periods of high winds, a Member or Occupier of a Lot must ensure that all loose items are removed from balconies, including any light weight furniture, and that doors and windows are tightly closed to minimise the likelihood of risk and damage to surrounding people or property.
- 54.3 The Member or Occupier of the Lot are advised that the glazed screens / windows may under certain circumstances of high winds vibrate or generate noise.

55 WINDOW TINTING

- 55.1 A member or occupier of a Lot, must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change.

56 USE OF APPURTENANCES

- 56.1 A Member or Occupier of a Lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Member/Occupier found to be responsible for the damage or blockage.

57 ADDITIONAL RULES

- 57.1 The Additional Rules form part of these Rules and are binding on all Members, Occupiers and their invitees.

ANNEXURE A

ADDITIONAL OWNERS CORPORATIONS RULES PS721311M

1. ROAD LICENCE

- 1.1 The Members and Occupiers acknowledge that the Owners Corporation has granted a licence (**Road Licence**) in perpetuity to the proprietors and occupants (**Road Licensee**) of the land affected by plan of subdivision 703354U, being the land contained in parent title Volume 11331 Folio 991, of that part of the Common Property marked blue on the attached plan marked A for use as a road way by pedestrian, motor vehicle and bicycle traffic.
- 1.2 The Members and Occupiers must do all things reasonably necessary to ensure that the Owners Corporation complies with its obligations under the Road Licence in its capacity as licensor.
- 1.3 A Member and Occupier must not lodge any objection, make any complaint, take any action or otherwise do or omit to do anything which would prevent, obstruct, disrupt or hinder a Road Licensee from exercising their rights under the Road Licence during the term of the Road Licence.

2. PARK FACILITIES LICENCE

- 2.1 The Members and Occupiers acknowledge that the Owners Corporation has granted a licence (**Park Facilities Licence**) in perpetuity to the proprietors and occupants (**Park Facilities Licensees**) of the land affected by plan of subdivision 703354U, being the land contained in parent title Volume 11331 Folio 991, of that part of the Common Property marked green (**Park Licensed Area**) on the attached plan marked B for use as a park in a manner consistent with the intended purpose of the Park Licensed Area and any improvements constructed or installed within it.
- 2.2 The Members and Occupiers must do all things reasonably necessary to ensure that the Owners Corporation complies with its obligations under the Park Facilities Licence in its capacity as licensor.
- 2.3 A Member and Occupier must not lodge any objection, make any complaint, take any action or otherwise do or omit to do anything which would prevent, obstruct, disrupt or hinder a Park Facilities Licensee from exercising their rights under the Park Facilities Licence during the term of the Park Facilities Licence.

3. LICENSEE

- 3.1 The Members and Occupiers acknowledge and agree that, pursuant to each of the Road Licence and the Park Facilities Licence, they are entitled to have access to and use of:
 - (a) the areas marked in pink (**Road Licensee Area**) on the plan marked A attached to these Additional Owners Corporation Rules for use as a road way by pedestrian, motor vehicle and bicycle traffic; and
 - (b) the areas marked in red (**Park Licensee Area**) on the plan marked B attached to these Additional Owners Corporation Rules for use as a park in a manner consistent with the intended purpose of the Park Licensed Area and any improvements constructed or installed within it.
- 3.2 The Members and Occupiers:
 - (a) must comply, and must procure that their respective invitees comply, with the terms of the Road Licence and the Park Facilities Licence in their capacity as licensees of the Road Licensee Area and Park Licensee Area; and
 - (b) indemnify and must keep indemnified the Owners Corporation from any loss or damage resulting from a breach by the Member or Occupier, or any of their

respective invitees, of any obligation in their capacity as licensee of the Road Licensee Area and Park Licensee Area under the Road Licence under the Road Licence or the Park Facilities Licence.

4. BREACH OF ADDITIONAL OWNERS CORPORATION RULES

A breach by a Member or Occupier or any of their invitees of the terms of the Road Licence or the Park Facilities Licence constitutes a breach of that Member or Occupier of Additional Owners Corporation Rules 1, 2 or 3 and the Owners Corporation shall be entitled to rely on its rights against any Member or Occupier under the Rules or the *Owners Corporations Act 2006* (Vic) in respect of such breach.

5. DEED

- 5.1 Pursuant to the Road Licence and the Park Facilities Licence, the Owners Corporation must not amend or revoke these Additional Owners Corporation Rules, including this Additional Owners Corporation Rule 5, without the consent of the Developer.
- 5.2 Members must not vote in favour of any resolution authorising the revocation or amendment of these Additional Special Rules unless the Developer has first consented in writing to such revocation or amendment.

Balance Sheet - O/Corp 721311M
"MASON POINT - 30 OLEANDER DRIVE"
30 OLEANDER DRIVE, MILL PARK, VIC 3082

For the Financial Period 01/09/2024 to 06/12/2024

721311M-1**Administrative****Maintenance****TOTAL
THIS
YEAR****Assets**

Cash At Bank PS721311M <i>Macquarie Bank BSB: 183-334 Acc No: 224008326</i>	\$19,101.20	\$27,052.27	\$46,153.47
Levies Receivable	\$11,069.06	\$868.08	\$11,937.14

Total Assets	\$30,170.26	\$27,920.35	\$58,090.61
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Liabilities

BAS Clearing	\$(179.06)	\$126.00	\$(53.06)
Levies in Advance	\$566.11	\$0.00	\$566.11
Other Payable - FFN	\$(336.14)	\$0.00	\$(336.14)
GST Clearing Account	\$2,358.76	\$499.19	\$2,857.95

Total Liabilities	\$2,409.67	\$625.19	\$3,034.86
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Net Assets	\$27,760.59	\$27,295.16	\$55,055.75
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Owners Funds

Opening Balance	\$42,308.87	\$18,193.80	\$60,502.67
Net Income For The Period	\$(14,548.28)	\$9,101.36	\$(5,446.92)

Total Owners Funds	\$27,760.59	\$27,295.16	\$55,055.75
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Balance Sheet - O/Corp 721311M
"MASON POINT - 30 OLEANDER DRIVE"
30 OLEANDER DRIVE, MILL PARK, VIC 3082

For the Financial Period 01/09/2024 to 06/12/2024

721311M-3**Administrative****Maintenance****TOTAL
THIS
YEAR****Assets**

Cash At Bank PS721311M <i>Macquarie Bank BSB: 183-334 Acc No: 224008326</i>	\$14,786.19	\$70,418.90	\$85,205.09
Levies Receivable	\$4,494.69	\$2,936.29	\$7,430.98
Total Assets	\$19,280.88	\$73,355.19	\$92,636.07

Liabilities

Accounts Payable (GST Free)	\$(138.68)	\$0.00	\$(138.68)
Other Payable - FFN	\$72.50	\$0.00	\$72.50
Total Liabilities	\$(66.18)	\$0.00	\$(66.18)

Net Assets **\$19,347.06** **\$73,355.19** **\$92,702.25****Owners Funds**

Opening Balance	\$1,547.63	\$48,883.22	\$50,430.85
Net Income For The Period	\$17,799.43	\$24,471.97	\$42,271.40
Total Owners Funds	\$19,347.06	\$73,355.19	\$92,702.25



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0034984
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/08/2024 to 14/08/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 721311M
Situation	30A OLEANDER DRIVE MILL PARK VIC 3082
Additional description	24(14B) OLEANDER DRIVE, 30 OLEANDER DRIVE, 1-50 SHARP CIRCUIT AND 1-31 ALBANY RD MILL PARK VIC 3082

Policies Selected

Policy 1 – Insured Property

Building: \$77,096,000

Common Area Contents: \$770,960

Loss of Rent & Temporary Accommodation (total payable): \$11,564,400

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 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

14/08/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.



**Anytime
Towing**

Tow Away Proposal

Written by Wayde Collins for Sophie Ikonomidis from
Melcorp Strata._____



ATTENTION Melcorp Strata.

24-30 Oleander Drive Mill Park.

We Specialise In Solving Your Parking Issues

To the Owners Corporation,

Do you have parking issues or are parking spaces in your buildings / properties being abused?

I would like to offer you a service regarding private property tow-aways.

We are the leading specialists in above and underground car-parks.

We can legally remove vehicles for your private property with all cost of the towing falling back onto the owner of the vehicle.

As well as this service we also offer the following:

- Normal tilt slide towing of motorcars, motorcycles, vans and caravans
- Shipping Contains and Heavy Machinery

For a free Site Inspection for signage requirements or a proposal please contact me below.

Small annual fees and conditions apply



Standard Parking Signs



Please view the gallery page for pictures of more signs situated in actual carparks.

This Quote is bound by Terms and Conditions which can be accessed through the Terms & Conditions page of this proposal.

TOW AWAY PROCEDURES

Anytime Towing tow away procedures are as follows.

1. Signs to be erected at properties prior to tow away commencing.
2. When vehicles enter the property at the point where the sign has been erected, they will be entering subject to the terms and conditions shown on the sign.
3. If the vehicle is parked in a tenant's car space, the tenant is to navigate to [this link](#) or visit anytimetowing.com.au and click the 'tow away authority form' button at the top of the page.

They will be asked to record the make, model, colour, car registration number and car space number. Then a photo of the licence of the tenant requesting the removal of the vehicle parked in there car lot must be attached. **Without this we are unable to respond.** Please also attach a photo of the offending vehicle.

4. The tenant will then be required to let Anytime Towing in and out of the property.

Vehicle parking in common areas.

The same procedures as above apply. However details are to be called in by the Building Manager, Concierge or Committee.

Vehicle being towed.

Vehicles will be towed to our nearest depot with available space. The vehicle will be checked against the stolen vehicle registrar, then stored until such time as the owner of the vehicle contacts us.

If the vehicle is NOT reclaimed after three months, the vehicle becomes the property of Anytime Towing and will be sold through public auction to cover the towing and storage costs incurred.

Any damage to a vehicle or property while the vehicle is being towed or stored will fall back on Anytime Towing.

This Quote is bound by Terms and Conditions which can be accessed through the Terms & Conditions page of this proposal.

INFORMATION ONLY

TERMS & CONDITIONS

Please download and review all terms and conditions in the attached pdf document below.

[Terms & Conditions PDF download](#)

For questions or queries please contact Wayde Collins

P: 0412 881 532

E: wayde@anytimetowing.com.au

GALLERY

VIDEO

Watch us manoeuvre through a tight underground carpark.

<https://youtu.be/HGAM6mpshnA>

INFORMATION ONLY

ANCE 2.1
M GATE
Carpark
cameras



TOW AWAY ZONE

**68 LA TROBE ST MELBOURNE
PARKING ONLY**

THIS IS PRIVATE PROPERTY

**ALL RESIDENTS ARE TO PARK IN THEIR OWN ALLOCATED PARKING.
NO VISITOR PARKING AT THIS PRIVATE PROPERTY.**

All unauthorised vehicles will be towed away at vehicle owner's expense & risk.

Tow away fee:
Cars, Bikes & Trailers from \$660 plus \$35 a day storage
Trucks from \$880 plus \$70 a day storage.

Vehicles parked unlawfully will be towed away at vehicle owners expense & risk

Parking Without Approval is Unlawful.

By parking here you agree to these terms and conditions of entry onto this land. TOWING FEES WILL APPLY

anytimetowing.com.au **0409 982 860**
towaway@anytimetowing.com.au

DOOR IN OPER
CAUTION: DO



TOW AWAY ZONE

269-283 CITY ROAD, SOUTHBANK PARKING ONLY
THIS IS PRIVATE PROPERTY

ALL RESIDENTS ARE TO PARK IN THEIR OWN ALLOCATED PARKING.
NO VISITOR PARKING AT THIS PRIVATE PROPERTY.

All unauthorised vehicles will be towed away at vehicle owner's expense & risk.
Tow away fee: Cars, Bikes & Trailers from \$660 plus \$35 a day storage
Trucks from \$880 plus \$70 a day storage.

Parking Without Approval is Unlawful.

TOWING FEES WILL APPLY



By parking here you agree to these terms and conditions of entry onto this land.

anytimetowing.com.au

0409 982 860
towaway@anytimetowing.com.au





TOW AWAY ZONE

300 SWANSTON ST MELBOURNE - QV2 PARKING ONLY

THIS IS PRIVATE PROPERTY

**ALL RESIDENTS ARE TO PARK IN THEIR OWN
ALLOCATED PARKING.**

NO VISITOR PARKING AT THIS PRIVATE PROPERTY.

NOTE YOU ARE TRESPASSING IF YOU PARK IN A CAR SPACE NOT DESIGNATED TO YOU.

All unauthorised vehicles will be towed away at vehicle owner's expense & risk.

Tow away fee: Cars, Bikes & Trailers from \$660 plus \$35 a day storage

Trucks from \$880 plus \$70 a day storage.

Vehicles parked unlawfully will be towed away at vehicle owners expense & risk

Parking Without Approval is Unlawful.

By parking here you agree to these terms and conditions of entry onto this land. TOWING FEES WILL APPLY



anytimetowing.com.au

0409 982 860

towaway@anytimetowing.com.au

Surveillance
EPSILON 02 9533 8888

TOW AWAY ZONE

124-188 BALLARAT RD FOOTSCRAY
THIS IS PRIVATE PROPERTY

ALL RESIDENTS ARE TO PARK IN THEIR OWN ALLOCATED PARKING.
ALL VISITORS ARE TO PARK IN THE DESIGNATED VISITOR PARKING SUPPLIED.
NOTE YOU ARE TRESPASSING IF YOU PARK IN A CAR SPACE NOT DESIGNATED TO YOU.

All unauthorised vehicles will be towed away at vehicle owner's expense & risk.
Tow away fee: Cars, Bikes & Trailers from \$660 plus \$35 a day storage
Trucks from \$880 plus \$70 a day storage.

Vehicles parked unlawfully will be towed away at vehicle owners expense & risk
Parking Without Approval is Unlawful.

By parking here you agree to these terms and conditions of entry onto this land.

TOWING FEES WILL APPLY

anytimetowing.com.au **0409 982 860**
towaway@anytimetowing.com.au

30 MINUTE LOADING ZONE

**NOTE: YOU ARE TRESPASSING IF YOU
PARK IN A LOADING ZONE AGAINST RULES
TO REQUEST A PERMIT TO PARK OUTSIDE THESE TIMES EMAIL
info@strataminders.com.au**

All unauthorised vehicles without warning will be towed away at vehicle owner's expense & risk.
**Tow away fee: Cars, Bikes & Trailers from \$660 plus \$35 a day storage
Trucks from \$880 plus \$70 a day storage.**

Vehicles parked unlawfully will be towed away at vehicle owner's expense & risk

Parking Without Approval is Unlawful.

 By parking here you agree to these terms and conditions of entry onto this land. **TOWING FEES WILL APPLY**



anytimetowing.com.au

0409 982 860
towaway@anytimetowing.com.au

VISITOR PARKING ONLY

4 HOUR MAXIMUM PARKING.

IF YOU NEED TO PARK IN EXCESS OF
TIME PLEASE CONTACT

info@mocs.com.au

TO RECEIVE AN EXTENDED PARKING PASS.

**STRICTLY NO RESIDENTS ARE TO
PARK IN VISITOR PARKING.**

NOTE YOU ARE TRESPASSING IF YOU PARK IN A CAR SPACE NOT DESIGNATED TO YOU.
All unauthorised vehicles will be towed away at vehicle owner's expense & risk.

Tow away fee:

Cars, Bikes & Trailers from \$660 plus \$35 a day storage

Trucks from \$880 plus \$70 a day storage.

Vehicles parked unlawfully will be towed away at vehicle owners expense & risk

Parking Without Approval is Unlawful.

By parking here you agree to these terms and conditions of entry onto this land. TOWING FEES WILL APPLY



anytimetowing.com.au

0409 982 860
towaway@anytimetowing.com.au

caulfield ^{village}

TOW AWAY ZONE

CAULFIELD VILLAGE PRECINCT PARKING ONLY

THIS IS PRIVATE PROPERTY

ALL RESIDENTS ARE TO PARK IN THEIR OWN ALLOCATED PARKING.

NO VISITOR PARKING AT THIS PRIVATE PROPERTY.

NOTE YOU ARE TRESPASSING IF YOU PARK IN A CAR SPACE NOT DESIGNATED TO YOU.

All unauthorised vehicles will be towed away at vehicle owner's expense & risk.

Tow away fee: Cars, Bikes & Trailers from \$660 plus \$35 a day storage

Trucks from \$880 plus \$70 a day storage.

Vehicles parked unlawfully will be towed away at vehicle owners expense & risk

Parking Without Approval is Unlawful.

By parking here you agree to these terms and conditions of entry onto this land.



anytimetowing.com.au

0409 982 860

towaway@anytimetowing.com.au

TOWING FEES WILL APPLY



Melbourne Quarter

TOW AWAY ZONE

**MELBOURNE QUARTER DOCKLANDS
PARKING ONLY**

THIS IS PRIVATE PROPERTY

**ALL RESIDENTS ARE TO PARK IN THEIR OWN ALLOCATED PARKING.
NO VISITOR PARKING AT THIS PRIVATE PROPERTY.**

All unauthorised vehicles will be towed away at vehicle owner's expense & risk.

**Tow away fee: Cars, Bikes & Trailers from \$660 plus \$35 a day storage
Trucks from \$880 plus \$70 a day storage.**

Vehicles parked unlawfully will be towed away at vehicle owners expense & risk Parking Without Approval is Unlawful. **TOWING FEES WILL APPLY**



By parking here you agree to these terms and conditions of entry onto this land.

0409 982 860

towaway@anytimetowing.com.au



anytimetowing.com.au



PARC HOTEL

HOTEL
RECEPTION



TOW AWAY ZONE

1093-1095 PLENTY RD - 3 SNAKE GULLY DR BUNDOORA,
PARC HOTEL - PARC VUE BOTANIC APARTMENTS PARKING ONLY
THIS IS PRIVATE PROPERTY

ALL PARC HOTEL GUESTS PLEASE PARK IN THE PARC HOTEL ALLOCATED PARKING
ALL RESIDENTS ARE TO PARK IN THEIR OWN ALLOCATED PARKING
ALL VISITORS ARE TO PARK IN THE DESIGNATED VISITOR PARKING SUPPLIED
NOTE YOU ARE TRESPASSING IF YOU PARK IN A CAR SPACE NOT DESIGNATED TO YOU.

All unauthorised vehicles will be towed away at vehicle owner's expense & risk.
Tow away fee: Cars, Bikes & Trailers from \$660 plus \$35 a day storage
Trucks from \$880 plus \$70 a day storage.

Vehicles parked unlawfully will be towed away at vehicle owners expense & risk
Parking Without Approval is Unlawful.



By parking here you agree to these terms and conditions of entry onto this land.

TOWING FEES WILL APPLY

anytimetowing.com.au **0409 982 860**
towaway@anytimetowing.com.au


AURORA
MELBOURNE CENTRAL

TOW AWAY ZONE

**224-228 LA TROBE ST MELBOURNE
PARKING ONLY**

THIS IS PRIVATE PROPERTY

**ALL RESIDENTS/TENANTS ARE TO PARK IN THEIR
OWN ALLOCATED PARKING.**

NO VISITOR PARKING AT THIS PRIVATE PROPERTY.

NOTE YOU ARE TRESPASSING IF YOU PARK IN A CAR SPACE NOT DESIGNATED TO YOU.

Tow away fee: Cars, Bikes & Trailers from \$660 plus \$35 a day storage

Trucks from \$880 plus \$70 a day storage.

Vehicles parked unlawfully will be towed away at vehicle owners expense & risk

Parking Without Approval is Unlawful.

By parking here you agree to these terms and conditions of entry onto this land.



anytimetowing.com.au

TOWING FEES WILL APPLY
0409 982 860
towaway@anytimetowing.com.au

For questions or queries please contact Wayde Collins

P: 0412 881 532

E: wayde@anytimetowing.com.au

INFORMATION ONLY

TENANT NOTICE

Warning Notice For Tenants

Anytime Towing can provide a warning notice for tenants to be circulated prior to removal of any vehicles. Please see example warning notice below.

INFORMATION ONLY

PROPERTY NOTICE

WARNING TO ALL TENANTS

Due to the recent illegal parking of vehicles in unallocated spaces we have employed the services of Anytime Towing to have any vehicle parked illegally, removed.

Any vehicle parked illegally can be towed without notice and fees and charges will apply.

To avoid any inconvenience please make sure that all cars are parked in their allocated spots, if you have a vehicle that is blocking your spot or is parked illegally then please contact Anytime Towing on 0409 982 860.

If your vehicle has been removed, please phone Anytime Towing on 0409 982 860 to discuss the fee's involved to have your vehicle returned.

Kind Regards Management

For questions or queries please contact Wayde Collins

P: 0412 881 532

E: wayde@anytimetowing.com.au

INFORMATION ONLY

AGREEMENT

Please complete the 3 steps outlined below to complete the tow away sign up process.

STEP 1

Follow the link below to provide us with the contact details for anyone you would like to have authority to request towing from common property areas.

[BASIC CONTACT DETAILS FORM](#)

STEP 2

Please take note of the annual fee for the above site.

Car Spaces	
Annual Fees	\$990 /year
The annual fees include: 365 Towing No missed car fees No call out fees Free installation of the signage & re installation of damage signs This price includes GST	
Instructional Magnets	@ \$0
SELECTED	
These magnets outlay the procedures for residents / tenants for towing from from private lots. The magnets have been proven highly successful in test sites and now offering to all sites.	
These are at a cost of \$1.10 each	
To order please email wayde@anytimetowing.com.au	

TOW AWAY PROCEDURE

Step 1 Go to Anytimetowing.com.au
Step 2 Select Towaway Authority Form (top righthand)
Step 3 Complete building details.
Step 4 Copy and download your license, & photos of the offending vehicle.
Step 5 If the address on your license is different from building address you will need to supply proof of ownership or leasing of parking place
Step 6 Complete form and submit. We are on our way.

 **Anytime Towing.com.au**
0409 982 860

Annual Total \$990

STEP 3

Please sign below to certify you have read and understood everything in this agreement including the terms and conditions linked from the Terms & Conditions page of this proposal.

INFORMATION ONLY

I, Sophie Ikonomidis, agree to the terms of this agreement and I agree that my typed name below can be used as a digital representation of my signature to that fact.

Sophie Ikonomidis

SIGNED BY

Sophie Ikonomidis

SIGNED ON

Date Signed: 24 Jan 2024

Time Signed: 10:03

IP ADDRESS FROM SIGNATURE LOCATION

59.100.253.162



SIGNED WITH BETTERPROPOSALS.COM

Build and send beautiful sales documents in minutes to help your business close more deals and get paid faster.

Thanks for choosing to work with Anytime Towing. We will be in touch very soon.

Regards

Wayde Collins

For questions or queries please contact Wayde Collins

P: 0412 881 532

E: wayde@anytimetowing.com.au

The background of the page is a dense, dark green tropical jungle scene. On the left side, there is a vertical wooden plank wall. The foliage includes large, deeply lobed leaves (likely Monstera) and various types of palm fronds. The lighting is dramatic, with deep shadows and highlights on the leaves.

MINUTES *of* ANNUAL GENERAL MEETING

MELCORP Strata

Minutes of the Annual General Meeting

Owners Corporation No.1 Plan No.PS721311M
Owners Corporation No.2 Plan No.PS721311M
Owners Corporation No.3 Plan No.PS721311M
Owners Corporation No.4 Plan No.PS721311M

Meeting was held on: Thursday, 7 November 2024

Time: 6.00 pm

Via: Microsoft Teams

1. Registration of Persons Present at Meeting

Lot No	Name	OC1	OC2	OC3
301A	Adam Keddad	✓		✓
111	Kathy Allan	✓	✓	
G19	James Somerville	✓	✓	
210	Breanna Dimitrievski & Thomas Nowak			
109A	Gonzalo Zambrano	✓		✓
310	Frances Rapacciuolo	✓	✓	

2. Quorum Determination

It was noted that in accordance with section 77 of the Owners Corporations Act 2006, that a quorum was not achieved for Owners Corporation 1, 2, 3 and 4 PS721311M and therefore all decisions made will be interim decisions of the Owners Corporation.

Interim decisions will become decisions of the Owners Corporation, if no petition (from lot owners representing at least 25% of the total lot entitlements) is received within 29 days of the interim decision being 6th December 2024.

If you disagree with the result of any of the resolutions passed at this meeting, then you must petition the manager of the Owners Corporation to call another meeting within 28 days of the Meeting. The manager's details are as follows:

Melcorp Strata
Level 17/501 Swanston Street
Melbourne VIC 3000
E: info@melcorpstrata.com.au
P: 03 8638 1822

3. Election of Chairperson and Minute Taker

Members resolved to appoint Chii Lee of Melcorp Strata as the Chairperson of the Meeting and to take the Minutes of the Meeting.

5 BUSINESS WITH NOTICE

5.1 Minutes of the Previous Meeting

Resolved by Ordinary Resolution

That the Annual General Meeting Minutes dated 13 December 2023, copies of which are attached to the Notice of Meeting, be accepted as a true and correct record of the Meeting in accordance with Section 71 of the Owners Corporations Act 2006.

5.2 Owners Corporation Insurance Policy

5.2.1 Insurance Policy

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the Certificate of Currency from CHU Residential Strata Insurance Plan, a copy of which is attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

Note: The Owners Corporation Insurance policy does not cover fittings (including carpets, light fittings, and window furnishings), contents and/or public liability for individual lots, it is therefore strongly suggested that each owner seeks their own independent advice on insurance to ensure that they have adequate cover for their personnel assets and effects.

5.2.2 Insurance Excess

Resolved by Ordinary Resolution

That the Owners Corporation may charge the excess payable on any insurance claim against the Owners Corporations' insurance to the party whose property, actions or inactions gave rise to the insurable event as deemed by the Owners Corporation.

5.3 Consideration of Reports

5.3.1 Owners Corporation Managers Report

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the report from the Owners Corporation Manager, a copy of which is attached to the Notice of Meeting, in accordance with Section 126 of the Owners Corporations Act 2006.

5.3.2. Owners Corporation Complaints

Resolved by Ordinary Resolution

In accordance with Section 159 of the Owners Corporation Act 2006, we report to the Annual General Meeting that no complaint was made against the Owners Corporation under Part 10 Division 1, of the Owners Corporation Act 2006.

5.4 Financial Management

5.4.1 Financial Statements for the Financial Period ending 31 August 2024

5.4.1.2 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year ending 31 August 2024, as attached to the Notice of Meeting, showing overall Members funds of \$60,502.67, represented as \$42,308.87 in the Administrative Fund and \$18,193.00 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.1.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year ending 31 August 2024, as attached to the Notice of Meeting, showing overall Members funds of \$(204,730.24), represented as \$82,694.88 in the Administrative Fund and \$(287,425.12) in the Maintenance Fund in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.1.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year ending 31 August 2024, as attached to the Notice of Meeting, showing overall Members funds of \$50,535.50, represented as \$1,652.28 in the Administrative Fund and \$48,883.22 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.1.3 Owners Corporation 4

Resolved by Ordinary Resolution

That Owners Corporation 3 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year ending 31 August 2024, as attached to the Notice of Meeting, showing overall Members funds of \$34,404.80, represented as \$14,769.80 in the Administrative Fund and \$19,635.00 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2 Financial Audit Reports

5.4.2.1 Owners Corporation 1 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 1 accept the attached Independent Audit Report from Willis Partners, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2.2 Owners Corporation 2 – Audit Report

Resolved by Ordinary Resolution

That Owners Corporation 2 accept the attached Independent Review from Willis Partners, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.3 Proposed Administrative Budgets and Fees for the Period 1 September 2024 – 31 August 2025.

5.4.3.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Administrative Fund Budget of \$288,378.59 excl GST, for the financial period 1 September 2024 – 31 August 2025, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 1 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of September – Q1, December – Q2, March – Q3 and June – Q4:

Period	Total Funds	Per unit of Lot Liability
1 Sep 24 - 30 Nov 24	\$69,705.98	\$4.95**
1 Dec 24 – 28 Feb 25	\$69,705.98	\$4.95
1 Mar 25 – 31 May 25	\$88,902.25	\$6.31
1 Jun 25 – 31 Aug 25	\$88,902.25	\$6.31
1 Sep 25 – 30 Nov 25	\$79,304.11	\$5.63
1 Dec 25 – 28 Feb 26	\$79,304.11	\$5.63

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.3.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 approve and determine the Administrative Fund Budget of \$85,563.63 excl GST, for the financial period 1 September 2024 – 31 August 2025, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 2 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of September – Q1, December – Q2, March – Q3 and June – Q4:

Period	Total Funds	Per unit of Lot Liability
1 Sep 24 - 30 Nov 24	\$27,365.49	\$6.12**
1 Dec 24 – 28 Feb 25	\$27,365.49	\$6.12
1 Mar 25 – 31 May 25	\$19,694.51	\$4.41
1 Jun 25 – 31 Aug 25	\$19,694.51	\$4.41
1 Sep 25 – 30 Nov 25	\$23,530.00	\$5.27
1 Dec 25 – 28 Feb 26	\$23,530.00	\$5.27

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.3.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 approve and determine the Administrative Fund Budget of \$81,031.86 excl GST, for the financial period 1 September 2024 – 31 August 2025, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 3 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of September – Q1, December – Q2, March – Q3 and June – Q4:

Period	Total Funds	Per unit of Lot Liability
1 Sep 24 - 30 Nov 24	\$20,922.50	\$5.99**
1 Dec 24 – 28 Feb 25	\$20,922.50	\$5.99
1 Mar 25 – 31 May 25	\$19,593.43	\$5.61
1 Jun 25 – 31 Aug 25	\$19,593.43	\$5.61
1 Sep 25 – 30 Nov 25	\$20,257.97	\$5.80
1 Dec 25 – 28 Feb 26	\$20,257.97	\$5.80

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.3.4 Owners Corporation 4

Resolved by Ordinary Resolution

That Owners Corporation 4 approve and determine the Administrative Fund Budget of \$9,127.24 excl GST, for the financial period 1 September 2024 – 31 August 2025, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 4 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of September – Q1, December – Q2, March – Q3 and June – Q4:

Period	Total Funds	Per unit of Lot Liability
1 Sep 24 - 30 Nov 24	\$2,156.81	\$1.87**
1 Dec 24 – 28 Feb 25	\$2,156.81	\$1.87
1 Mar 25 – 31 May 25	\$2,406.81	\$2.08
1 Jun 25 – 31 Aug 25	\$2,406.81	\$2.08
1 Sep 25 – 30 Nov 25	\$2,281.81	\$1.96
1 Dec 25 – 28 Feb 26	\$2,281.81	\$1.96

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.4. Proposed Maintenance Fund Budget and Fees for the Period 1 September 2024 – 31 August 2025

5.4.4.1 Owners Corporation 1

Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Maintenance Fund Budget of \$19,311.00 excl GST, for the financial period 1 September 2024 to 31 August 2025 as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of September – Q1, December – Q2, March – Q3 and June – Q4:

Period	Total Funds	Per unit of Lot Liability
1 Sep 24 - 30 Nov 24	\$5,000.84	\$0.36**
1 Dec 24 – 28 Feb 25	\$5,000.84	\$0.36
1 Mar 25 – 31 May 25	\$5,620.21	\$0.40
1 Jun 25 – 31 Aug 25	\$5,620.21	\$0.40
1 Sep 25 – 30 Nov 25	\$5,310.53	\$0.38
1 Dec 25 – 28 Feb 26	\$5,310.53	\$0.38

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.4.2 Owners Corporation 2

Resolved by Ordinary Resolution

That Owners Corporation 2 approve and determine the Maintenance Fund Budget of \$82,276.00 excl GST, for the financial period 1 September 2024 to 31 August 2025 as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of September – Q1, December – Q2, March – Q3 and June – Q4:

Period	Total Funds	Per unit of Lot Liability
1 Sep 24 - 30 Nov 24	\$21,548.63	\$6.13**
1 Dec 24 – 28 Feb 25	\$21,548.63	\$6.13
1 Mar 25 – 31 May 25	\$23,703.17	\$4.41
1 Jun 25 – 31 Aug 25	\$23,703.17	\$4.41
1 Sep 25 – 30 Nov 25	\$22,625.90	\$5.27
1 Dec 25 – 28 Feb 26	\$22,625.90	\$5.27

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.4.3 Owners Corporation 3

Resolved by Ordinary Resolution

That Owners Corporation 3 approve and determine the Maintenance Fund Budget of \$81,031.86 excl GST, for the financial period 1 September 2024 to 31 August 2025 as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of September – Q1, December – Q2, March – Q3 and June – Q4:

Period	Total Funds	Per unit of Lot Liability
1 Sep 24 - 30 Nov 24	\$12,217.09	\$3.50**
1 Dec 24 – 28 Feb 25	\$12,217.09	\$3.50
1 Mar 25 – 31 May 25	\$13,438.76	\$3.85
1 Jun 25 – 31 Aug 25	\$13,438.76	\$3.85
1 Sep 25 – 30 Nov 25	\$12,827.93	\$3.67
1 Dec 25 – 28 Feb 26	\$12,827.93	\$3.67

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.4.4.4 Owners Corporation 4

Resolved by Ordinary Resolution

That Owners Corporation 4 approve and determine the Maintenance Fund Budget of \$9,127.24 excl GST, for the financial period 1 September 2024 to 31 August 2025 as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of September – Q1, December – Q2, March – Q3 and June – Q4:

Period	Total Funds	Per unit of Lot Liability
1 Sep 24 - 30 Nov 24	\$4,908.75	\$4.25**
1 Dec 24 – 28 Feb 25	\$4,908.75	\$4.25
1 Mar 25 – 31 May 25	\$5,399.75	\$4.68
1 Jun 25 – 31 Aug 25	\$5,399.75	\$4.68
1 Sep 25 – 30 Nov 25	\$5,154.25	\$4.46
1 Dec 25 – 28 Feb 26	\$5,154.25	\$4.46

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.5 Interest

5.5.1 Penalty Interest

5.5.1.1 Owners Corporation 1,2,3,4

Resolved by Ordinary Resolution

That Owners Corporation 1 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.5.2 Authority to Waive Penalty Interest

5.5.2.2 Owners Corporation 1,2,3,4

Resolved by Ordinary Resolution

That Owners Corporation 1 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.5.3. Report on Request of Waiver of Interest

5.5.2.3 Owners Corporation 1,2,3,4

Resolved by Ordinary Resolution

That Members of Owners Corporation 1,2,3,4 note the attached Request for Waiver of Interest Report were made, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6 Arrears Management

5.6.1 Levy Arrears

5.6.1.1 Owners Corporation 1,2,3,4

Resolved Ordinary Resolution

That Owners Corporation 1,2,3,4 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a "Final Fee Notice", to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.6.2 Recovery of Costs

5.6.2.2 Owners Corporation 1,2,3,4

Resolved by Ordinary Resolution

That Owners Corporation 1,2,3,4 recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

5.7 Committee of Management

5.7.1 Appointment of Committee of Management

5.7.1.1 Owners Corporation 1,2,3,4

Resolved by Ordinary Resolution

That Owners Corporation 1,2,3,4 appoints and confirms a Committee of Management of more than three Members, but not more than seven Members in accordance with Section 103 of the Owners Corporations Act 2006.

The following Members are appointed to the Committee of Management:

Lot No	Name	OC1	OC2	OC3	Nominated
301A	Adam Keddad	✓		✓	
111	Kathy Allan	✓	✓		
G19	James Somerville	✓	✓		
210	Breanna Dimitrievski & Thomas Nowak	✓			
109A	Gonzalo Zambrano	✓		✓	
310	Frances Rapacciuolo	✓	✓		
104	Christiaan Zehmeister	✓	✓		✓
307A	Alexandra Jolley	✓		✓	Nomination Form

5.7.2 Delegation of Power

5.7.2.1 Owners Corporation 1,2,3,4

Resolved Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 1,2,3,4 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

6 GENERAL BUSINESS

7 CLOSURE

As there were no further business, the meeting was declared closed at 6:59pm



**Independent Audit Report
to the Members of
Owners Corporation 721311M-1
Year Ended 31 August 2024**

Report on the Financial Report

We have audited the accompanying financial report, being a special purpose financial report of Owners Corporation 721311M-1 which comprises the balance sheet as at 31 August 2024, and statement of income and expenditure.

Owners Corporation Committee and Managers Responsibility

The committee and manager of the Owners Corporation are responsible for the preparation and true and fair presentation of the financial report, including adequate disclosure. This also includes the maintenance of adequate accounting records and internal controls that are designed to prevent and detect fraud and error, and for the accounting policies and accounting estimates inherent in the report as well as safeguarding of the assets of the Owner Corporation.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We have conducted our audit in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the financial report that gives a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the committees, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with the independence requirements of the Corporations Act 2001.



Opinion

In our opinion the financial report of Owners Corporation 721311M-1 is in accordance with the Owners Corporation Act, including:

- (a) giving a true and fair view of the Owners Corporations financial position as at 31 August 2024 and of its performance for the period ended on that date; and
- (b) complying with Australian Accounting Standards to the extent described in Note 1, and the Owners Corporation Act.

Basis of Accounting

Without modifying our opinion, we draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report has been prepared for the purpose of fulfilling the committees financial reporting responsibilities under the Owners Corporation Act. As a result, the financial report may not be suitable for another purpose. We further note that we are unable and not required to determine whether sufficient funds have been accumulated to meet future maintenance fund requirements.

Anthony Willis

Dated this day.....18th November 2024

Willis Partners

Balance Sheet - O/Corp 721311M
"MASON POINT - 30 OLEANDER DRIVE"
30 OLEANDER DRIVE, MILL PARK, VIC 3082

For the Financial Period 01/09/2023 to 31/08/2024

721311M-1

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank PS721311M <i>Macquarie Bank BSB: 183-334 Acc No: 224008326</i>	\$(16,998.62)	\$21,811.31	\$4,812.69
Levies Receivable	\$4,777.30	\$518.39	\$5,295.69
GST Clearing Account	\$2,648.09	\$(649.38)	\$1,998.71
Total Assets	\$(9,573.23)	\$21,680.32	\$12,107.09
Liabilities			
Accounts Payable	\$(90,959.77)	\$0.00	\$(90,959.77)
Accounts Payable (GST Free)	\$(8,720.88)	\$0.00	\$(8,720.88)
BAS Clearing	\$(178.76)	\$126.00	\$(52.76)
Levies in Advance	\$48,118.36	\$3,360.52	\$51,478.88
Other Payable - FFN	\$(141.05)	\$0.00	\$(141.05)
Total Liabilities	\$(51,882.10)	\$3,486.52	\$(48,395.58)
Net Assets	\$42,308.87	\$18,193.80	\$60,502.67
Owners Funds			
Opening Balance	\$52,030.65	\$0.00	\$52,030.65
Net Income For The Period	\$(9,721.78)	\$18,193.80	\$8,472.02
Total Owners Funds	\$42,308.87	\$18,193.80	\$60,502.67

Income and Expenditure Statement - O/Corp 721311M
"MASON POINT - 30 OLEANDER DRIVE"
30 OLEANDER DRIVE, MILL PARK, VIC 3082
For the Financial Period 01/09/2023 to 31/08/2024

721311M-1**Administrative Fund**

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$132.75	\$0.00	\$263.87
Levy Income	\$253,475.40	\$253,475.79	\$222,960.12
Security Keys & Fobs	\$1,585.45	\$0.00	\$1,714.57
Total Administrative Fund Income	\$255,193.60	\$253,475.79	\$224,938.56
Expenses			
Accounting service	\$720.00	\$0.00	\$0.00
Administration Costs	\$3,486.36	\$1,000.00	\$39.35
Audit Services	\$1,000.00	\$1,000.00	\$1,000.00
Building Reports	\$6,000.00	\$6,000.00	\$0.00
Cleaning - Contract	\$11,842.56	\$11,858.00	\$11,149.30
Electrical	\$1,500.00	\$3,000.00	\$2,734.00
GST Rounding E	\$0.00	\$0.00	\$0.29
Garage Doors	\$1,282.27	\$3,000.00	\$3,000.00
General Repairs	\$3,710.06	\$5,000.00	\$2,382.42
Insurance Excess	\$0.00	\$0.00	\$0.00
Insurance Interest Paid	\$0.00	\$0.00	\$4,246.33
Insurance Premiums	\$92,354.79	\$92,354.79	\$77,309.32
Landscaping	\$17,681.95	\$23,205.00	\$20,099.67
Locksmiths & Access	\$1,996.91	\$1,000.00	\$470.00
Management Disbursement Fee	\$2,799.93	\$2,800.00	\$2,799.96
Management Fee	\$57,785.07	\$56,410.00	\$55,033.28
Plumbing & Drainage	\$15,729.55	\$10,000.00	\$15,631.50
Prior Period Adjustment	\$2,902.63	\$0.00	\$0.00
Waste Removal	\$37,922.00	\$28,930.00	\$27,462.00
Water & Sewage	\$6,201.30	\$6,218.00	\$5,653.45
Window & Exterior Cleaning	\$0.00	\$1,700.00	\$0.00
Total Administrative Fund Expenses	\$264,915.38	\$253,475.79	\$229,010.87
Administrative Fund Surplus/Deficit	\$(9,721.78)	\$0.00	\$(4,072.31)
Opening Balance for the period	\$52,030.65	\$0.00	\$56,102.96
Closing Balance for the period	\$42,308.87	\$0.00	\$52,030.65

Income and Expenditure Statement - O/Corp 721311M
"MASON POINT - 30 OLEANDER DRIVE"
30 OLEANDER DRIVE, MILL PARK, VIC 3082
For the Financial Period 01/09/2023 to 31/08/2024

721311M-1**Maintenance Fund**

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$8.18	\$0.00	\$0.00
Levy Income	\$18,185.62	\$18,185.00	\$0.00
Total Maintenance Fund Income	\$18,193.80	\$18,185.00	\$0.00
Expenses			
Total Maintenance Fund Expenses	\$0.00	\$0.00	\$0.00
Maintenance Fund Surplus/Deficit	\$18,193.80	\$18,185.00	\$0.00
Opening Balance for the period	\$0.00	\$0.00	\$0.00
Closing Balance for the period	\$18,193.80	\$18,185.00	\$0.00

OWNERS CORPORATION 721311M-1

Notes to the Financial Statements For the Year ended 31 August 2024

NOTE 1: BASIS OF PREPARATION

This special purpose financial report has been prepared for distribution to fulfill the owners corporation's financial reporting requirements, and in the opinion of the manager appropriate to meet the needs of owners.

The owners corporation is a not a reporting entity as there are unlikely to be any users who would rely on general purpose financial statements. Accordingly, accounting standards and other professional reporting requirements do not have mandatory application to the owners corporation.

The financial statements have been prepared on an accruals basis including historical cost reporting and going concern assumption. Comparatives are consistent with prior years, unless otherwise stated.

Significant accounting policies adopted in the preparation of these financial statements are presented below and are consistent with prior reporting periods unless otherwise stated.

STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

CASH AND CASH EQUIVALENTS

Cash and cash equivalents comprise cash on hand, deposits and short term investments.

LEVIES IN ARREARS AND ADVANCE

Levies receivable on the balance sheet represent the position of levies in arrears as at the balance date. Levies paid in advance on the balance sheet represent levies which have a due date after the balance date. Any other charges against owners in arrears or payments in advance appear as assets or liabilities.

INCOME TAX

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%.

DEPRECIATION

Common property, and associated fixed assets, are not beneficially owned by the owners corporation and is therefore not depreciated. Other non-fixed assets are expensed upon acquisition and not depreciated.

Balance Sheet - O/Corp 721311M
"MASON POINT - 30 OLEANDER DRIVE"
30 OLEANDER DRIVE, MILL PARK, VIC 3082

For the Financial Period 01/09/2023 to 31/08/2024

721311M-2

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank PS721311M <i>Macquarie Bank BSB: 183-334 Acc No: 224008326</i>	\$95,181.56	\$106,301.76	\$201,483.32
Levies Receivable	\$2,255.41	\$9,234.45	\$11,489.86
Prepaid	\$1,254.24	\$0.00	\$1,254.24
Total Assets	\$98,691.21	\$115,536.21	\$214,227.42
Liabilities			
Accounts Payable	\$(933.49)	\$0.00	\$(933.49)
Accrual	\$2,156.00	\$0.00	\$2,156.00
BAS Clearing	\$2.97	\$0.00	\$2.97
Levies in Advance	\$16,251.61	\$14,988.37	\$31,239.98
Strata Loan Payable	\$0.00	\$386,031.30	\$386,031.30
GST Clearing Account	\$(1,480.76)	\$1,941.66	\$460.90
Total Liabilities	\$15,996.33	\$402,961.33	\$418,957.66
Net Assets	\$82,694.88	\$(287,425.12)	\$(204,730.24)
Owners Funds			
Opening Balance	\$63,984.42	\$(405,814.53)	\$(341,830.11)
Net Income For The Period	\$18,710.46	\$118,389.41	\$137,099.87
Total Owners Funds	\$82,694.88	\$(287,425.12)	\$(204,730.24)

Income and Expenditure Statement - O/Corp 721311M
"MASON POINT - 30 OLEANDER DRIVE"
30 OLEANDER DRIVE, MILL PARK, VIC 3082
For the Financial Period 01/09/2023 to 31/08/2024

721311M-2**Administrative Fund**

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
GST on Income	\$0.00	\$0.00	\$0.02
Interest on Overdues	\$22.57	\$0.00	\$119.15
Levy Income	\$99,511.74	\$99,511.12	\$102,655.26
Total Administrative Fund Income	\$99,534.31	\$99,511.12	\$102,774.43
Expenses			
Accounting service	\$720.00	\$0.00	\$0.00
Audit Services	\$400.00	\$400.00	\$400.00
Cleaning - Car Park	\$0.00	\$2,000.00	\$0.00
Cleaning - Contract	\$19,222.60	\$19,657.72	\$18,316.52
Cleaning - Materials & Sanitary	\$245.00	\$1,000.00	\$811.00
Doors & Windows	\$0.00	\$1,000.00	\$0.00
Electrical	\$0.00	\$3,000.00	\$0.00
Electricity	\$11,686.06	\$10,984.60	\$9,986.58
Essential Service Compliance	\$8,180.00	\$8,730.00	\$8,180.00
Fire Monitoring	\$2,056.17	\$2,200.00	\$2,060.16
Fire Protection R&M	\$0.00	\$5,000.00	\$0.00
Garage Doors	\$550.00	\$5,000.00	\$6,425.00
Gas	\$754.48	\$1,870.00	\$1,700.76
General Repairs	\$2,493.64	\$2,000.00	\$380.91
Lift Contract	\$6,166.14	\$6,175.00	\$5,307.13
Locksmiths & Access	\$2,390.00	\$3,000.00	\$0.00
Plumbing & Drainage	\$0.00	\$2,850.00	\$1,204.20
Prior Period Adjustment	\$1,857.76	\$0.00	\$0.00
Telephone & Internet	\$0.00	\$500.00	\$350.00
Waste Removal	\$24,102.00	\$24,143.80	\$22,028.00
Total Administrative Fund Expenses	\$80,823.85	\$99,511.12	\$77,150.26
Administrative Fund Surplus/Deficit	\$18,710.46	\$(0.00)	\$25,624.17
Opening Balance for the period	\$63,984.42	\$0.00	\$38,360.25
Closing Balance for the period	\$82,694.88	\$(0.00)	\$63,984.42

Income and Expenditure Statement - O/Corp 721311M
"MASON POINT - 30 OLEANDER DRIVE"
30 OLEANDER DRIVE, MILL PARK, VIC 3082
For the Financial Period 01/09/2023 to 31/08/2024

721311M-2**Maintenance Fund**

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
GST on Income	\$0.00	\$0.00	\$0.23
Interest on Overdues	\$29.65	\$0.00	\$0.00
Levy Income	\$78,358.10	\$78,358.00	\$0.00
Special Levy - Strata Loan	\$84,120.57	\$0.00	\$80,229.49
Special Levy Income	\$0.00	\$0.00	\$0.00
Total Maintenance Fund Income	\$162,508.32	\$78,358.00	\$80,229.72
Expenses			
Interest Expense - Strata Loan	\$44,118.91	\$0.00	\$44,358.31
Total Maintenance Fund Expenses	\$44,118.91	\$0.00	\$44,358.31
Maintenance Fund Surplus/Deficit	\$118,389.41	\$78,358.00	\$35,871.41
Opening Balance for the period	\$(405,814.53)	\$0.00	\$(441,685.94)
Closing Balance for the period	\$(287,425.12)	\$78,358.00	\$(405,814.53)

OWNERS CORPORATION 721311M-2

Notes to the Financial Statements For the Year ended 31 August 2024

NOTE 1: BASIS OF PREPARATION

This special purpose financial report has been prepared for distribution to fulfill the owners corporation's financial reporting requirements, and in the opinion of the manager appropriate to meet the needs of owners.

The owners corporation is a not a reporting entity as there are unlikely to be any users who would rely on general purpose financial statements. Accordingly, accounting standards and other professional reporting requirements do not have mandatory application to the owners corporation.

The financial statements have been prepared on an accruals basis including historical cost reporting and going concern assumption. Comparatives are consistent with prior years, unless otherwise stated.

Significant accounting policies adopted in the preparation of these financial statements are presented below and are consistent with prior reporting periods unless otherwise stated.

STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

CASH AND CASH EQUIVALENTS

Cash and cash equivalents comprise cash on hand, deposits and short term investments.

LEVIES IN ARREARS AND ADVANCE

Levies receivable on the balance sheet represent the position of levies in arrears as at the balance date. Levies paid in advance on the balance sheet represent levies which have a due date after the balance date. Any other charges against owners in arrears or payments in advance appear as assets or liabilities.

INCOME TAX

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%.

DEPRECIATION

Common property, and associated fixed assets, are not beneficially owned by the owners corporation and is therefore not depreciated. Other non-fixed assets are expensed upon acquisition and not depreciated.



**Independent Auditor's Review Report
to the Members of
Owners Corporation 721311M-2
Year Ended 31 August 2024**

Report on the Financial Report

We have reviewed the accompanying financial report of Owners Corporation 721311M-2, which comprises the statement of financial position as at 31 August 2024, statement of income and expenditure, and notes to accounts.

Owners Corporation Committee and Managers Responsibility

The committee and manager are responsible for the preparation of the financial report that gives a true and fair view and have determined the basis of preparation described in Note 1 to the financial report is appropriate to meet the requirements of the Owners Corporation Act. The responsibility also includes such internal controls that the Owners Corporation determine necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express a conclusion on the financial report based on our review. A review of a financial report consists of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that the financial report of Owners Corporation 721311M-2 does not satisfy the requirements of the Owners Corporation Act including:

- a) giving a true and fair view of the Owners Corporation financial position as at 31 August 2024 and of its financial performance for the year ended on that date; and
- b) complying with Australian Accounting Standards to the extent described in Note 1, and the Owners Corporation Act.

Basis of Accounting

Without modifying our conclusion, we draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report has been prepared for the purpose of fulfilling the financial reporting responsibilities under the Owners Corporation Act. As a result, the financial report may not be suitable for another purpose.

Anthony Willis
Willis Partners

Dated this day.....18th November 2024

Interest Waived form

Date	Lot No	Building Name	Multi OC	OC manager	Levy name	Waived Amount	Reason
23/10/2023	3S	30 Oleander Drive	OC2	Sophie	Standard Fee 01/09/2023 to 30/11/2023	\$ 0.08	bank rec adjustment
23/10/2023	109A	30 Oleander Drive	OC2	Sophie	Standard Fee 01/09/2023 to 30/11/2023	\$ 0.45	bank rec adjustment
23/10/2023	210A	30 Oleander Drive	OC2	Sophie	Standard Fee 01/09/2023 to 30/11/2023	\$ 0.22	bank rec adjustment
23/10/2023	303A	30 Oleander Drive	OC2	Sophie	Standard Fee 01/09/2023 to 30/11/2023	\$ 0.89	bank rec adjustment
23/10/2023	G43	30 Oleander Drive	OC2	Sophie	Standard Fee 01/09/2023 to 30/11/2023	\$ 3.32	bank rec adjustment
16/02/2024	110A	Mason Point - 30 Oleander	OC3	Chii	Standard Fee 01/12/2023 to 29/02/2024	\$ 0.35	
16/02/2024	308	Mason Point - 30 Oleander	OC2	Chii	Standard Fee 01/12/2023 to 29/02/2024	\$ 0.90	
16/02/2024	G66	Mason Point - 30 Oleander	OC3	Chii	Standard Fee 01/12/2023 to 29/02/2024	\$ 2.03	
16/02/2024	G67	Mason Point - 30 Oleander	OC4	Chii	Standard Fee 01/12/2023 to 29/02/2024	\$ 4.13	rounding off
16/02/2024	G68	Mason Point - 30 Oleander	OC4	Chii	Standard Fee 01/12/2023 to 29/02/2024	\$ 2.16	rounding off
16/02/2024	G69	Mason Point - 30 Oleander	OC4	Chii	Standard Fee 01/12/2023 to 29/02/2024	\$ 4.53	rounding off
16/02/2024	G70	Mason Point - 30 Oleander	OC4	Chii	Standard Fee 01/12/2023 to 29/02/2024	\$ 4.33	rounding off
12/03/2024	101A	Mason Point - 30 Oleander	OC3	Chii	Standard Fee 01/03/2024 to 31/05/2024	\$ 0.11	
12/03/2024	102	Mason Point - 30 Oleander	OC2	Chii	Standard Fee 01/03/2024 to 31/05/2024	\$ 1.00	
12/03/2024	210A	Mason Point - 30 Oleander	OC2	Chii	Standard Fee 01/03/2024 to 31/05/2024	\$ 0.21	
13/06/2024	113	Mason Point - 30 Oleander	OC2	Chii	Standard Fee 01/06/2024 to 31/08/2024	\$ 1.32	rounding off
13/06/2024	305A	Mason Point - 30 Oleander	OC2	Chii	Standard Fee 01/06/2024 to 31/08/2024	\$ 1.41	rounding off
13/06/2024	G47	Mason Point - 30 Oleander	OC2	Chii	Standard Fee 01/06/2024 to 31/08/2024	\$ 0.58	rounding off
21/06/2024	G47	Mason Point - 30 Oleander	OC1	Chii	Standard Fee 01/06/2024 to 31/08/2024	\$ 0.58	rounding off
21/06/2024	305A	Mason Point - 30 Oleander	OC3	Chii	Standard Fee 01/06/2024 to 31/08/2024	\$ 1.41	rounding off

PROPERTY DETAILS

Address: **303/24 OLEANDER DRIVE MILL PARK 3082**

Lot and Plan Number: **Lot 310A PS721311**

Standard Parcel Identifier (SPI): **310A\PS721311**

Local Government Area (Council): **WHITTLESEA**

Council Property Number: **1013671**

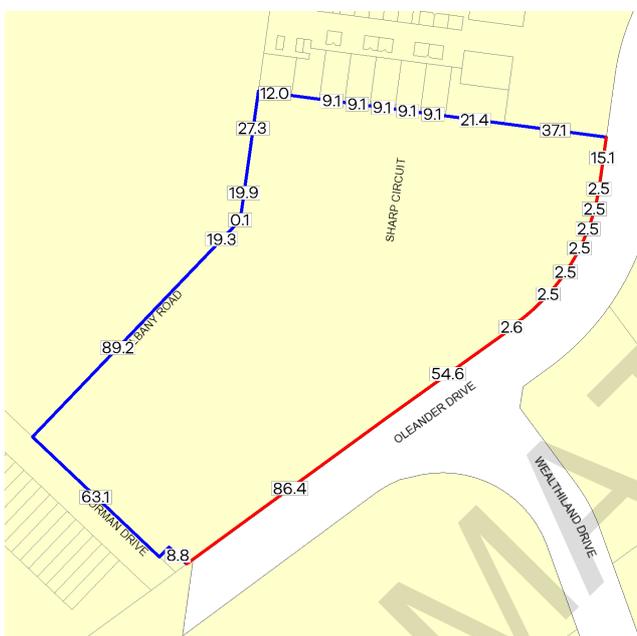
Directory Reference: **Melway 183 D12**

www.whittlesea.vic.gov.au

Note: There are 153 properties identified for this site. These can include units (or car spaces), shops, or part or whole floors of a building. Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 17968 sq. m (1.80 ha)

Perimeter: 584 m

For this property:

- Site boundaries
- Road frontages

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

23 overlapping dimension labels are not being displayed

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **MILL PARK**

PLANNING INFORMATION

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

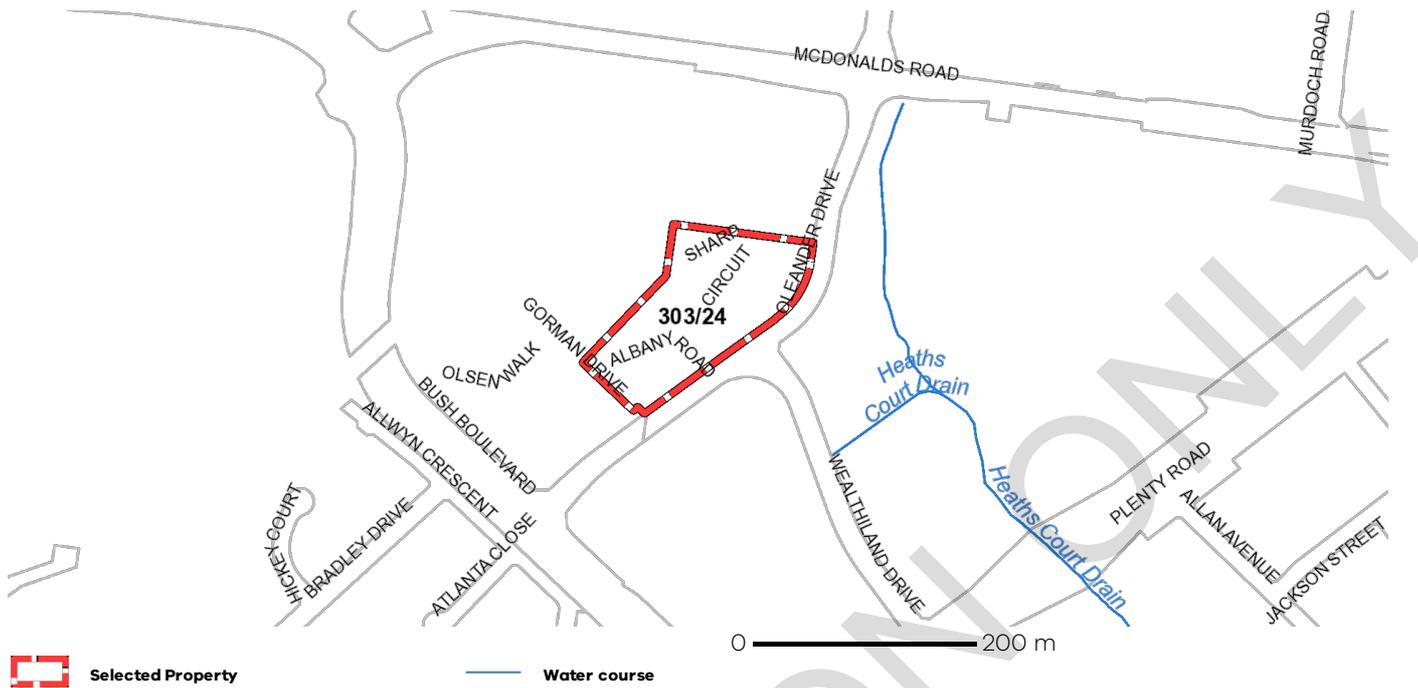
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

Water course

0 200 m

INFORMATION ONLY

From www.planning.vic.gov.au at 28 November 2024 01:58 PM

PROPERTY DETAILS

Address: **303/24 OLEANDER DRIVE MILL PARK 3082**
 Lot and Plan Number: **Lot 310A PS721311**
 Standard Parcel Identifier (SPI): **310A\PS721311**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1013671**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 183 D12**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MILL PARK**

OTHER

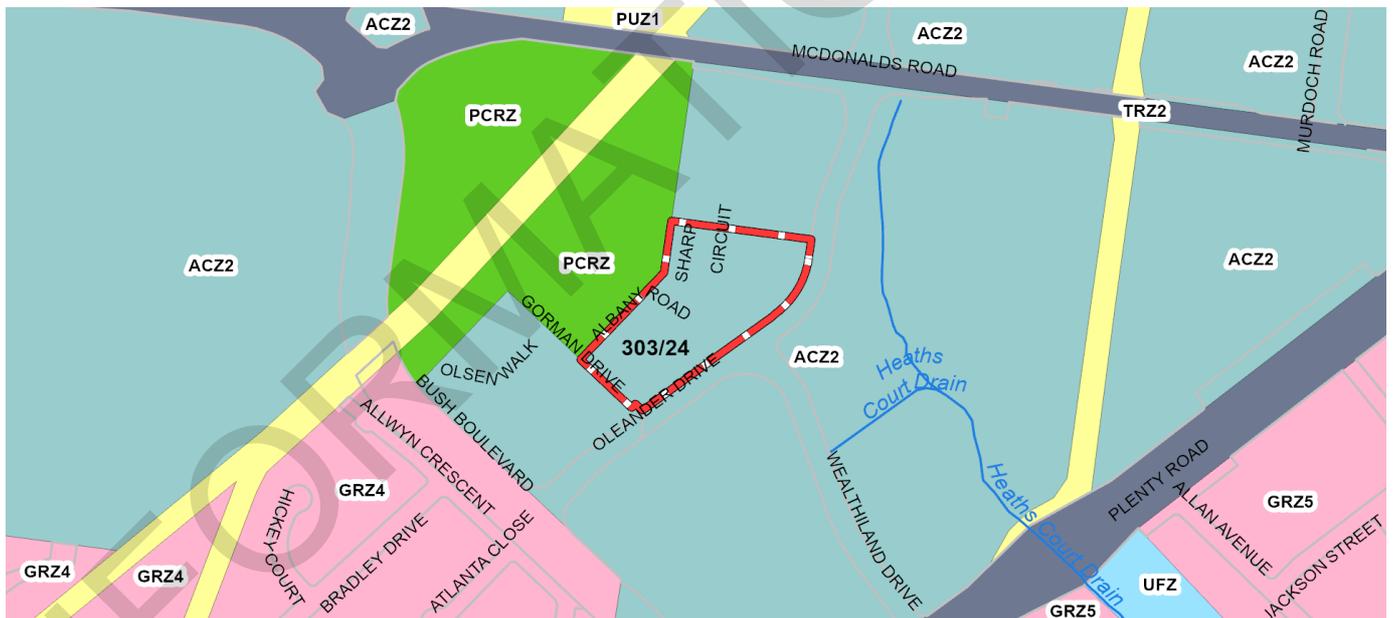
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 2 \(ACZ2\)](#)

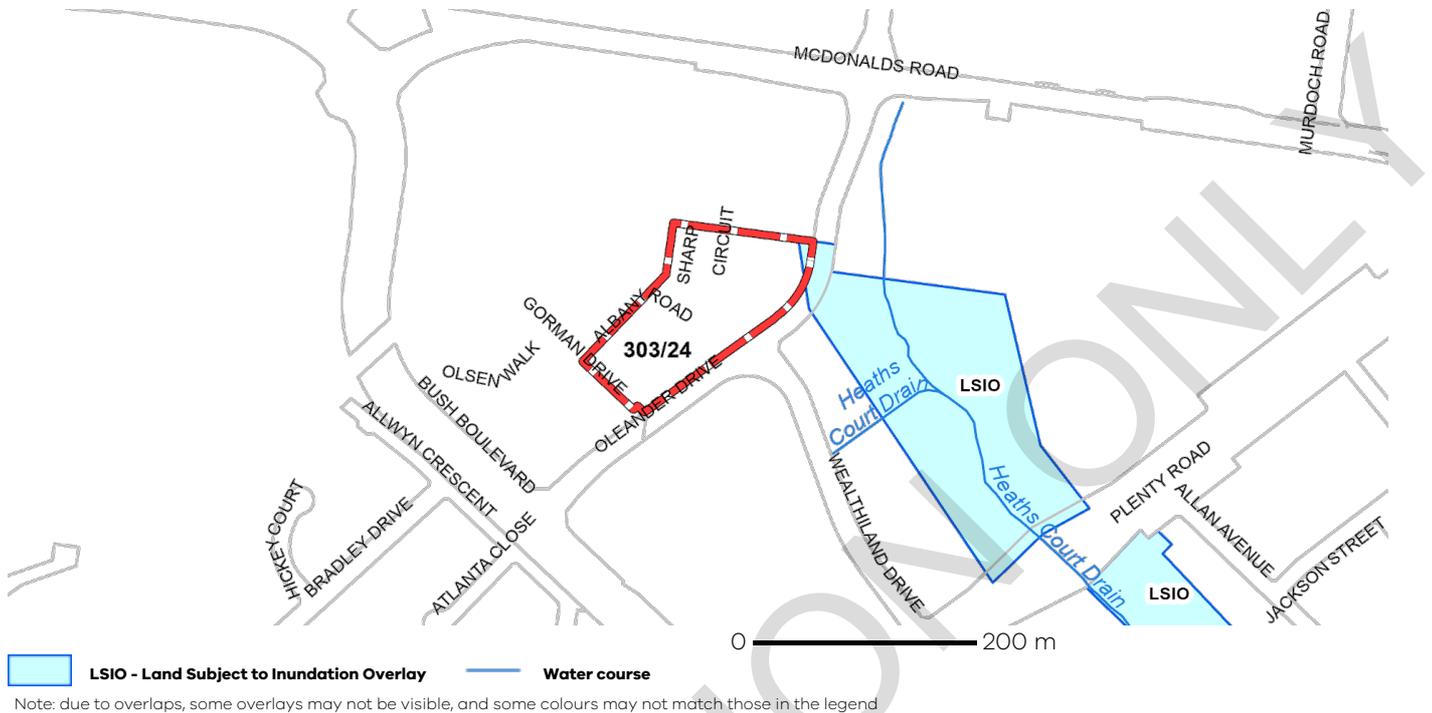


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

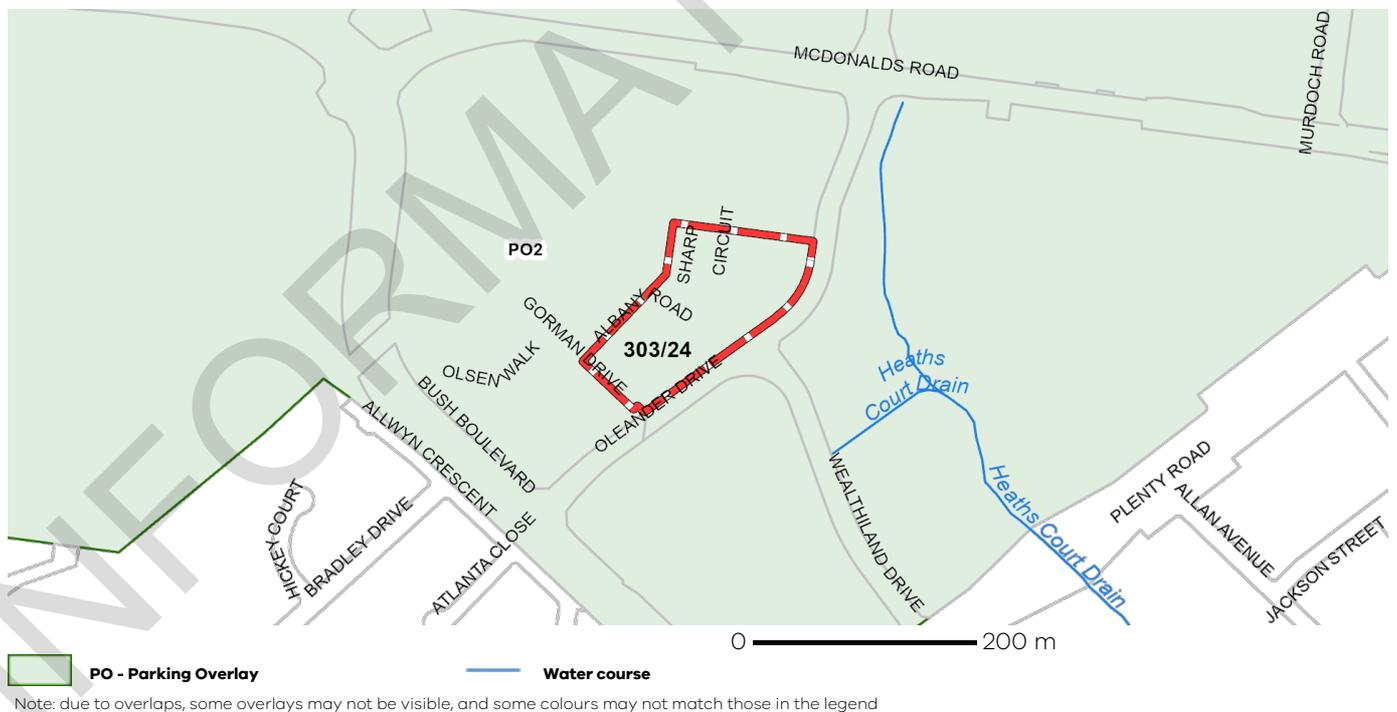
[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)



[PARKING OVERLAY \(PO\)](#)

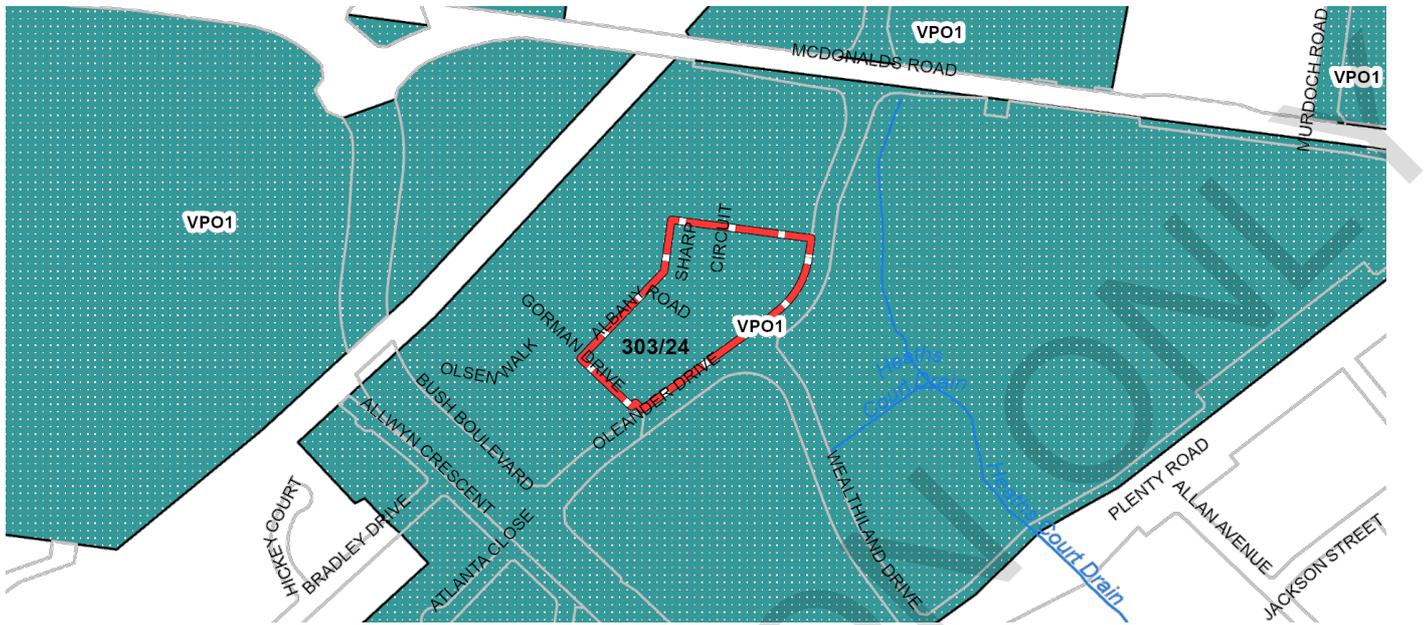
[PARKING OVERLAY - PRECINCT 2 SCHEDULE \(PO2\)](#)



Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT PLAN OVERLAY (DPO)

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Further Planning Information

Planning scheme data last updated on 27 November 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

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

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