

Contract of Sale of Land

Property

70 Ernest Jones Drive, Macleod Vic 3085

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of Conveyancers (Victorian Division)



Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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* (Vic) 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* (Vic).

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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* (Vic).

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on

for and on behalf of:

.....
Name of individual

.....
Signature of individual

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:**WHERE SIGNATORY IS AN INDIVIDUAL****SIGNED** on

for and on behalf of:

Lupco Veljanovski and Jovan Veljanovski

.....
Name of individual.....
Signature of individual

State nature of authority (if applicable): (as Executors of the estate of the late Ilija Veljanovski deceased)

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 - Real Estate Agents

Address: 1/337 Settlement Road, Thomastown 3074

Email: sold@rataandco.com.au

Tel: (03) 9465 7766 Mob: _____ Ref: Steven Marino

Vendor

Name: Lupco Veljanovski and Jovan Veljanovski (as Executors of the estate of the late Ilija Veljanovski)

Address: 70 Ernest Jones Drive, Macleod 3085

ABN/ACN: _____

Email: _____

Vendor's legal practitioner or conveyancer

Name: Angelo Veljanovski - Solicitor

Address: 184 Grandview Grove, Rosanna 3084

Email: angelo.veljanovski@outlook.com

Tel: (03) 94594537 Mob: 0418 594 753 Ref: AV:SV

Purchaser

Name: _____

Address: _____

ABN/ACN: _____

Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____

Address: _____

Email: _____

Tel: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10706	Folio	913	316	PS436604K
Volume		Folio			
Volume		Folio			

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:

70 Ernest Jones Drive, Macleod Vic 3085

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixed Floor coverings, electric light fittings, curtains and blinds as inspected.

Payment

Price \$

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

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

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 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to *:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

☐ a lease for a term ending on / / with options to renew, each of years

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* (Vic) 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)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: \$ Approval date: / /

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

INFORMATION ONLY

ADDITIONAL TERMS ANNEXURE

Special conditions 2025

Special Conditions:

1. The Purchaser/s acknowledge/s that no information, representation or warranty by the Vendors or the Vendors agent was supplied or made with the intension or knowledge that it would be relied upon by the purchaser and that no information, representation or warranty has in fact been so relied upon and that this contract is the sole and full repository of the agreement between the Vendors and Purchaser /s.
2. a) If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions) b). If the proportions recorded on the Transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation. c). The purchasers' fully indemnify the vendor, the vendor's agent and the vendors legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportion in the transfer differing from those of the contract. d). This Special Condition will not merge on completion
3. The property is sold subject to any restrictions as to the use under any order, plan permit, scheme, overlay, regulation or by law contained in or made pursuant to the provision of any legislation. The purchaser shall not requisition, object or claim compensation in respect of any restriction or prohibition on the use or development of any zoning overlay or reservation affecting the property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the land.
4. The purchaser/s acknowledges that the purchaser has purchased the land as a result of the Purchasers own inspection or inquiries and in its present condition and state of repair subject to all faults both latent and patent and except at to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.
5. FIRB Approval (i) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975(Cth) does not require the purchaser to obtain consent to enter this contract. (ii) If there is a breach of warranty contained in clause 17(i) (whether tensional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or costs which the vendor incurs as a result of the breach; (iii) This warranty and indemnity do not merge on completion of this contract.
6. a) The purchaser breaching this contract shall pay upon demand all expenses incurred by the vendor as a result of such breach of this contract whether such damages could or could not have been reasonably foreseeable by the purchaser. b) The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the date specified in the contract between the vendor and purchaser ("the Contract") for the payment of the residue as defined in the contract ('the settlement date') the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract: (i) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance. (ii) Interest payable by the vendor under any existing mortgage over the property calculated from the due date. (iii) accommodation expenses necessarily incurred by the vendor (iv) legal costs and expenses as between the vendors solicitor and the vendor; and (v) penalties payable by the vendor to a third party through any delay in completion of the vendors purchase. c) If the vendor gives to the purchaser a notice of default under this contract, the default will not be remedied until:-(i) Remedy by the purchaser of the relevant default. (ii) Payment by the purchaser of all expenses incurred by the vendor as a result of the default including; legal costs and disbursements in drawing and giving the notice of default; any additional costs incurred by the vendor; and payment by the purchaser of interest pursuant to this contract.
7. Should the purchaser default in payment of any of the purchase moneys due under this contract, general condition 26 is amended and the interest at a rate of 4 percent higher than the rate for the time being fixed under the Penalty Interest Rate Act 1983 shall be paid on demand by the purchaser to the vendor. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable upon demand without the necessity for any notice in writing to be served on the purchaser. The vendor shall not be obliged to settle unless all money due and payable is provided at settlement.
8. (a) The property and any goods are sold in their present condition and subject to any defects and subject to any notices or orders affecting the property as disclosed in the Vendors Statements or otherwise ; (b) The vendor makes no warranty or representation: (i). That the property and improvements comply with all laws applicable to land and the requirements of any authority; or (ii). That the improvements are erected within the boundaries of the land; or (iii). That the improvements owned by other persons do not encroach onto the

land; or III. As to the condition of the property. (c) No failure of any buildings or improvements to comply with any planning or building legislation, regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.

9. The Purchaser acknowledges and agrees that: a) the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the relevant Responsible Authorities; b) it has had the opportunity to make and has made reasonable inquiries and investigations in relation to all matters material to it and has satisfied itself in relation to the matters arising from those inquiries and investigations; c) it has inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold; d) there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its agents which induced the Purchaser to enter into this Contract; and e) the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold.

10. The purchaser accepts the improvements on the land in their conditions as on the day of sale and acknowledges that the vendor/s do/does not warrant that any building, fixture or other improvement is free from defect or fit for any particular use. The purchaser takes the property and all goods as described in this Contract in the condition as is as inspected. The vendor will have no obligations whatsoever to carry on any repair works, alterations, or improvements to the property after the date of sale.

11. Sale by Auction: The property is offered for sale by auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be set out in Schedule 1 to the Sale of Land Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 1 Regulations 5, 6 and 7
GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND *1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction. The auctioneer may refuse any bid. The auctioneer may determine the amount by which the bidding is to be advanced. The auctioneer may withdraw the property from sale at any time. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 5 Regulation 6 INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND
Meaning of vendor The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners. **Bidding by co-owners** Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer. **Vendor bids** The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners. The auctioneer can only make a vendor bid if— • the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and • the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid. **What rules and conditions apply to the auction?** Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale. **Copies of the rules** The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts. **Questions** A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the

conduct of the auction. Forbidden activities at auctions The law forbids any of the following—

- any person bidding for a vendor other than—
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list. Who made the bid? At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid. It is an offence to disrupt an auction The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land. The cooling off period does not apply to public auctions of land If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period. What law applies The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

Form of Guarantee for Directors

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"Contract" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"Guarantee" means this deed of guarantee and indemnity;

"Guaranteed Money" means the whole of the price, interest and other money payable under the Contract;

"Guarantor" means the Guarantor named in the Schedule;

"Guarantor's Obligations" means the obligations of the Guarantor under this Guarantee;

"Purchaser" means the person named as the purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"Vendor" means the person named as the vendor in the Contract.

3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
 - (i) payment of the Guaranteed Money when it is due;
 - (ii) compliance with all the Purchaser's Obligations;
 - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
 - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.
- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
 - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
 - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.

- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
 - (i) make a demand on the Purchaser;
 - (ii) exercise any rights the Vendor has against the Purchaser; or
 - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
 - (ii) the Purchaser is an individual and is bankrupt; or
 - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.

- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and
 - (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

14. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule

Vendor: As Detailed Above

Purchaser: As Detailed Above

Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals
this _____ day of _____

20

Signed Sealed and Delivered

by _____
in the presence of: _____

Signature of Director

Signature of Witness

Name of witness (print)

Signed Sealed and Delivered

by _____
in the presence of: _____

Signature of Director

Signature of Witness

Name of witness (print)

Signed Sealed and Delivered

by _____
in the presence of: _____

Signature of Director

Signature of Witness

Name of witness (print)

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 all 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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form 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 11.4(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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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 11.14 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement .

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act .

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* (Vic).

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.

13.8 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* (Vic).

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 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 .

14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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 .

14.6 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..

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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.

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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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 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. 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 lodgement 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement 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 lodgement network operators do not provide otherwise –

- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement 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 lodgement.

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 during the hours that the settling ELNO operates in the State of Victoria.

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 lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land 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
- (d) 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 lodgement 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, unless the margin scheme applies.

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 these general conditions –

- (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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1 -2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major 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) a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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

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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("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 lodgement 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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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 lodgement network; and

- (b) 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 Tax Act, but only if.

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 Tax Act, but only if –

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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 –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised 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
- (d) by email.

27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –

- (a) 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* (Vic); and
- (b) 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 and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) 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;
- (b) 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;
- (c) 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;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) 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;

- (f) 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;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (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.
-

70 Ernest Jones Drive, Macleod Vic
3085

DATED

2025

**LUPCO VELJANOVSKI AND JOVAN VELJANOVSKI (AS EXECUTORS OF THE
ESTATE OF THE LATE ILIJA VELJANOVSKI DECEASED)**

to

CONTRACT OF SALE OF REAL ESTATE

Property: 70 Ernest Jones Drive, Macleod Vic 3085

Angelo Veljanovski - Solicitor
184 Grandview Grove, Rosanna 3084

Tel: (03) 94594537

Ref: AV:SV

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

Section 32 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 purchase signed any contract.

Land	Certificate of Title Volume 10706 Folio 913	
Property Address	70 Ernest Jones Drive, Macleod Vic 3085	
Vendor's name	Lupco Veljanovski and Jovan Veljanovski (as Executors of the estate of Ilija Veljanovski deceased)	
Signature		Date
Purchaser's name		
Signature		Date

Important information

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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: \$6,000.00

OR

☒ (b) Are contained in the attached certificate/s.

OR

☐ (c) Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

☐ (d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$ _____

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):

None to the vendors knowledge

1.3 Terms Contract

This section 1.3 only applies if this section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

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	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ 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 ☒ Not applicable

¹ Other than any GST payable in accordance with the contract.

~~2. INSURANCE~~

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 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.

- ☐ (a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.
OR
- ☐ (b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____

Type of policy: _____ Policy no: _____

Expiry date: ____ / ____ / ____ Amount insured: _____

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.

- ☐ (a) Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.
OR
- ☐ (b) Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: _____

Policy no: _____ Expiry date: ____ / ____ / ____

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

~~3. LAND USE~~

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) ☐ Is in the attached copies of title document/s.
OR
- ☐ Is as follows:

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under 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.
OR

☐ The required specified information is as follows:

- (a) Name of planning scheme _____
- (b) Name of responsible authority _____
- (c) Zoning of the land _____
- (d) Name of planning overlay _____

~~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:

☐ Are contained in the attached certificates and/or statements.

OR

☒ Are as follows:

The vendor has no way of knowing the contents of any documents referred to above unless communicated to the vendor by the relevant authority or government department.

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:

None to the vendors knowledge

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:

Not applicable

~~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):

☐ Are contained in the attached certificate.

OR

☐ Are as follows:

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*.

OR

☐ 6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

☐ 6.3 The owners corporation is an inactive owners corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

~~7. *GROWTH AREA 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*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

8. SERVICES

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

- ☐ Electricity supply ☐ Gas supply ☐ Water supply ☐ Sewerage ☐ Telephone services

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.

OR

☐ (b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

- ☐ 9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

~~10. SUBDIVISION~~

10.1 Unregistered Subdivision

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

- ☐ (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- ☐ (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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 a 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:

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

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

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.

- ☐ (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- OR
- ☐ (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

~~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 section 32 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 1 000m²; (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):
- ☐ Are contained in the attached building energy efficiency certificate.
- OR
- ☐ Are as follows:

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 section 32 statement but the checklist may be attached as a matter of convenience.)

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be automatically attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Section 32 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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 10706 FOLIO 913

Security no : 124129551462W
Produced 01/11/2025 04:31 PM

LAND DESCRIPTION

Lot 316 on Plan of Subdivision 436604K.

PARENT TITLES :

Volume 10672 Folio 163 Volume 10706 Folio 563

Created by instrument PS436604K Stage 50 19/02/2003

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

JOVAN VELJANOVSKI of 11 LINAKER DRIVE MACLEOD VIC 3085

LUPCO VELJANOVSKI of 73 EDGEVALE ROAD KEW VIC 3101 Executor(s) of ILIJA

VELJANOVSKI deceased

AZ456158E 06/08/2025

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS436604K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ456141X (E)	CONV PCT & NOM ECT TO LC	Completed	06/08/2025
AZ456158E (E)	TRANSMISSION APPLICATION	Registered	06/08/2025

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

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

Street Address: 70 ERNEST JONES DRIVE MACLEOD VIC 3085

ADMINISTRATIVE NOTICES

NIL

eCT Control 22420B ANGELO VELJANOVSKI
Effective from 06/08/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS436604K

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

Page 2 of 2

OWNERS CORPORATION 2 PLAN NO. PS436604K

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS436604K
Number of Pages (excluding this cover sheet)	111
Document Assembled	01/11/2025 16:31

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		STAGE NO.	Land Registry use only EDITION 52	Plan Number PS 436604K

LOCATION OF LAND Parish: KEELBUNDORA Township: ----- Section: ----- Crown Allotment: 16A, 16A1 and 16X 16M, 16S and 16T1 (Parts of) Crown Portion: 9 (Part) LTO Base Record: Title Reference: Volume 9381 Folio 463, Volume 8203 Folio 326, Volume 9615 Folio 462, Volume 10315 Folio 011, Volume 10480 Folio 873 Volume 10535 Folios 058, 059 and 060, Volume 10570 Folios 216, 217, 218, 219 and 221, Volume 10602 Folios 662 and 663 Volume 10602 Folios 671 and 672 Last Plan Reference: CP117217-A, OP50758, ASO Plan 172/012, PS426378X lot E, PS436600T lots G, H, and I, PS436608B lots L, M, N, P and R, PS447486B lots T and U, PS447487Y lots W and X. Postal Address: Waiora Road / Cherry Street (at time of subdivision) Macleod 3085 AMG Co-ordinates E 329000 (of approx. centre of N 5823000 land in plan) ZONE: 55	COUNCIL CERTIFICATE AND ENDORSEMENT Council Name: Darebin City Council Ref: S166/00 1. This plan is certified under section 6 of the Subdivision Act 1988. ~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~ Date of original certification under section 6 ----- / ----- / ----- ~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~ OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. ~~(ii) The requirement has been satisfied.~~ ~~(iii) The requirement is to be satisfied in Stage-----~~ Council Delegate Council Seal Date 25 / 10 / 01 ~~Re-certified under section 11(7) of the Subdivision Act 1988.~~ ~~Council Delegate~~ ~~Council Seal~~ ~~Date ----- / ----- / -----~~

NOTATIONS	
STAGING This is a staged subdivision. Planning Permit No. D591/00. SURVEY This plan is based on survey. This survey has been connected to permanent marks no(s). 639, 640 and 641 in Proclaimed Survey Area No. --- DEPTH LIMITATION C. A.'s 16M, 16T1 and 16S (Parts of) and 16X - 15 metres below the surface. C.P. 9 (Part of) - does not apply. C.A. 16A - 76.20 metres below the surface. C.A. 16A1 - 75 metres below the surface. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958	Stage Lots S2-S22, S24-S65 and S67-S71 (all inclusive) are not shown on this plan. The land being subdivided is enclosed within thick continuous lines. "N.I.S." denotes land that is not part of this subdivision. "P.O.S." denotes Public Open Space BOUNDARIES DEFINED BY BUILDING Boundaries shown by thick continuous lines are defined by building. Locations of boundaries defined by building. Exterior face: - Boundaries denoted 'E' Median : - Boundaries denoted 'M' Interior face : - All other boundaries. Underside of Ceiling lining : - Boundaries denoted 'C' Where a dimensioned boundary meets a boundary defined by a building the dimension is to the outside face of the wall. CREATION OF RESTRICTIONS A purpose of this plan is to create the restrictions shown on sheets 97-103. SEE SHEET 3 FOR FURTHER NOTATIONS

VESTING OF ROADS AND / OR RESERVES				THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN Sheet 1 of 103 Sheets
Identifier	Council/Body/Person	Identifier	Council/Body/Person	
ROADS R1-R12, R25, R32, R41 & R48 RESERVE No.'s 1,2,3,5-14,16,17, 21-24,27-30 & 32-40	DAREBIN CITY COUNCIL DAREBIN CITY COUNCIL	RESERVE No's.4,19 20, 25 & 31 RESERVE No's.15, 18 & 26	TXU ELECTRICITY LTD (ACN 046 651 118) Minister for Planning	

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	LICENSED SURVEYOR Robert David Macaulay (PRINT) SIGNATURE DATE / / M01146 M01155 M00011 M02013 M02185 M01119 M02178 M02044 M02061 M02062 M03011 M03130 M02063 M03093 M03094 M04028 M04029 M03167 M03174 S04177 S03168 S03013 JCA9918 BJ-S53 S03215 M03217 M03218 M04171 BT505608 S04172 S04288 S04289 PK9007 S06080 M04103 S06056 S06057 S06096 S04149 M04009 S09044 REF. M00010 23.08.2001 VERSION 7	DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION		STAGE NO.	LRO use only EDITION	Plan Number PS 436604K
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
A-1 & A-7	WAY	SEE DIAGRAM	AD673667L	Lots 51-75 & Common Property No.8 & Reserve No.34
A-4	WAY	SEE DIAGRAM	AD673667L	Lots 51-75 & Common Property No.8 & Reserve No.34
A-4	DRAINAGE	SEE DIAGRAM	AD673667L	Lots 51-75 & Common Property No.8 & Reserve No.34
A-5 & A-8	WAY	SEE DIAGRAM	AD673667L	Lots 51-75 & Common Property No.8 & Reserve No.34
A-5 & A-8	SUPPLY OF ELECTRICITY	SEE DIAGRAM	AD673667L	Lots 51-75 & Common Property No.8 & Reserve No.34
A-5 & A-8	TELEPHONE & DATA TRANSMISSION	SEE DIAGRAM	AD673667L	Lots 51-75 & Common Property No.8 & Reserve No.34
A-6, A-7 & A-8	CARRIAGEWAY	SEE DIAGRAM	AU029850T	LOT 66 ON PS436604K
E-7	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL
E-7	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-8	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL
E-9	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-10	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-10	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL
E-10	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-10	POWERLINE	SEE DIAGRAM	THIS PLAN	TXU ELECTRICITY LTD. (ACN 064 651 118). *
E-10	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	VIC GAS DISTRIBUTION PTY.LTD. (ACN 085 899 001). **
E-10	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS436604K
E-11	POWERLINE	SEE DIAGRAM	THIS PLAN	TXU ELECTRICITY LTD. (ACN 064 651 118). *
E-12	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-12	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL
E-12	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-12	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	VIC GAS DISTRIBUTION PTY.LTD. (ACN 085 899 001). **
E-12	TELEPHONE AND DATA TRANSMISSION	SEE DIAGRAM	THIS PLAN	LAND IN PS436604K
E-13	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-13	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-13	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN	VIC GAS DISTRIBUTION PTY. LTD. (ACN 085 899 001) **
E-14	DRAINAGE	SEE DIAGRAM	THIS PLAN	Lots 51-75 & Common Property No.8 & Reserve No.34
E-15	DRAINAGE	SEE DIAGRAM	THIS PLAN	Lots 51-75 & Common Property No.8 & Reserve No.34
E-15	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-16	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL
E-16	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-17	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL
E-17	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-17	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-18	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-19	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL
E-19	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-19	POWERLINE	SEE DIAGRAM	THIS PLAN	TXU ELECTRICITY LTD. (ACN 064 651 118). *
E-20	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL
E-20	POWERLINE	SEE DIAGRAM	THIS PLAN	TXU ELECTRICITY LTD. (ACN 064 651 118). *
E-21	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.
E-21	POWERLINE	SEE DIAGRAM	THIS PLAN	TXU ELECTRICITY LTD. (ACN 064 651 118). *

* Section 88 Electricity Industry Act 2000

** Section 146 Gas Industry Act 2001

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE _____ DATE / / M00011 M02185 M01119 M02044 M02063 M03093 M03167 S04177 S03168 S03013 M04009	DATE / / COUNCIL DELEGATE SIGNATURE _____
Original Sheet Size A3	Sheet 2 of Sheets	REF. M00010 23.08.2001 VERSION 7

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473		PLAN OF SUBDIVISION		Stage No.	Plan Number PS 436604K
EASEMENT INFORMATION					
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF	
E-22	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-22	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	VIC GAS DISTRIBUTION Pty. Ltd. (ACN 085 899 001)	
E-23	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL	
E-23	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-23	POWERLINE	SEE DIAGRAM	THIS PLAN *	TXU ELECTRICITY LTD. (ACN 064 651 118).	
E-24	POWERLINE	SEE DIAGRAM	THIS PLAN *	SPI Electricity Pty Ltd (ABN 91 064 651 118)	
E-25	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL	
E-25	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-25	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-25	POWERLINE	SEE DIAGRAM	THIS PLAN *	TXU ELECTRICITY LTD. (ACN 064 651 118).	
E-26	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-26	POWERLINE	SEE DIAGRAM	THIS PLAN *	TXU ELECTRICITY LTD. (ACN 064 651 118).	
E-27	POWERLINE	SEE DIAGRAM	THIS PLAN *	TXU ELECTRICITY LTD. (ACN 064 651 118).	
E-27	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-27	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-27	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	VIC GAS DISTRIBUTION PTY. LTD. (ACN 085 899 001)	
E-28	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL	
E-28	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-28	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-28	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	VIC GAS DISTRIBUTION PTY. LTD. (ACN 085 899 001)	
E-29	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL	
E-29	POWERLINE	SEE DIAGRAM	THIS PLAN *	TXU ELECTRICITY LTD. (ACN 064 651 118).	
E-29	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-29	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-29	SUPPLY OF GAS	SEE DIAGRAM	THIS PLAN **	VIC GAS DISTRIBUTION PTY. LTD. (ACN 085 899 001)	
E-30	CARRIAGEWAY	SEE DIAGRAM	THIS PLAN	LOT 5001 ON THIS PLAN	
E-31	CARRIAGEWAY	SEE DIAGRAM	THIS PLAN	LOT 5006 ON THIS PLAN	
E-32	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-32	POWERLINE	SEE DIAGRAM	THIS PLAN *	SPI Electricity Pty Ltd (ABN 91 064 651 118)	
E-33	DRAINAGE	SEE DIAGRAM	THIS PLAN	DAREBIN CITY COUNCIL	
E-33	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-33	POWERLINE	SEE DIAGRAM	THIS PLAN *	SPI Electricity Pty Ltd (ABN 91 064 651 118)	
E-34	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-34	POWERLINE	SEE DIAGRAM	THIS PLAN *	SPI Electricity Pty Ltd (ABN 91 064 651 118)	
E-35	WATER SUPPLY	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-35	DRAINAGE	SEE DIAGRAM	THIS PLAN	Lots 6801-6814 (both inclusive)	
E-35	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-36	DRAINAGE	SEE DIAGRAM	THIS PLAN	Lots 6801-6814 (both inclusive)	
E-36	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
E-37	SEWERAGE	SEE DIAGRAM	THIS PLAN	YARRA VALLEY WATER LTD.	
			*	Section 88 Electricity Industry Act 2000	
			**	Section 146 Gas Industry Act 2001	
NOTATIONS					
COLUMNS FOR SUPPORT OF ANY OVERHEAD STRUCTURE WHICH FALLS WITHIN COMMON PROPERTY No.12 ARE CONSIDERED TO FORM PART OF COMMON PROPERTY No.12. NOT SHOWN ON THIS PLAN. CP No.13 DENOTES COMMON PROPERTY No.13. COMMON PROPERTY No.13 CONSISTS OF LAND & PART OF THE STRUCTURE THAT IS CONTAINED WITHIN THICK LINES WHICH DEFINES LOTS 771 TO 788 (BOTH INCLUSIVE). COMMON PROPERTY No.14 CONSISTS OF LAND & ALL OF THE STRUCTURE THAT IS CONTAINED WITHIN THICK LINES WHICH DEFINES LOTS 789 TO 791 (BOTH INCLUSIVE). COMMON PROPERTY No.15 CONSISTS OF LAND & ALL OF THE STRUCTURE THAT IS CONTAINED WITHIN THICK LINES WHICH DEFINES LOTS 792 TO 794 (BOTH INCLUSIVE). FOR LOTS 101-126 & COMMON PROPERTY No.6, WHERE A DIMENSIONED BOUNDARY MEETS A BOUNDARY DEFINED BY BUILDING THE DIMENSION IS TO THE OUTSIDE FACE OF THE BRICK.			COMMON PROPERTY No's. 3 & 5 CONSISTS OF LAND & ALL OF THE STRUCTURE THAT IS CONTAINED WITHIN LOTS 133-140 AND COMMON PROPERTY No's 3 & 5 AS SHOWN ON SHEETS 77-81. THE BUILDING STRUCTURE, INCLUDING THE STRUCTURE OF THOSE WALLS, FLOORS AND CEILINGS WHICH DEFINE A LOT BOUNDARY OF LOTS 138-140, (B.I.), AND COMMON PROPERTY No.3, AND LIE BELOW THE UNDERSIDE OF THE CEILING OF THE GROUND STOREY, IS IN COMMON PROPERTY No.3. THE REMAINING BUILDING STRUCTURE, INCLUDING THE STRUCTURE OF THOSE WALLS, FLOORS, CEILINGS AND ROOFS THAT DEFINE THE LOT BOUNDARIES OF LOTS 133-140 (B.I.), AND COMMON PROPERTY No.3 AND No.5, IS IN COMMON PROPERTY No.5. COMMON PROPERTY No.17 COMPRISES ALL THE AREA WITHIN THE BUILDINGS SHOWN ON SHEETS 88-95, EXCEPT LOTS 1300-1435. COMMON PROPERTY No. 18 IS ALL THE LAND SHOWN FULLY ON SHEETS 88-95, EXCEPT LOTS 1300-1442, 1447-1451 AND COMMON PROPERTY No.17. THE BOUNDARY BETWEEN COMMON PROPERTIES No.17 & No.18 IS WHOLLY CONTAINED WITHIN COMMON PROPERTY No.17.		
			LOTS CONSISTING OF PARTS Lot 127 comprises 2 parts. Lots 119-123 comprise 3 parts. Lots 105-108, 110-118, 124-126, and 133-137 comprise 4 parts. Lots 101-104 & 109 comprises 5 parts.		
ORIGINAL SCALE SHEET SIZE A3		SCALE  LENGTHS ARE IN METRES		LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE DATE / / M04028 M04029 S04177 S03168 S03013 JCA9918 BJ-S53 M03217 M03218 M04171 REF. M04172, S04289, S04289, PK9007 VERSION	
				 DATE / / COUNCIL DELEGATE SIGNATURE Sheet 3	

Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS
SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104
Phone: 9859 6400 Facsimile : 9859 5022
ACN 005 278 473

LOT INDEX

Plan Number

PS 436604K

Lot	See Sheet	Lot	See Sheet	Lot	See Sheet	Lot	See Sheet
1A - 1D	57 - 58	809 - 811	36	1237 - 1246	50	Reserve No.1	19
3	8 - 9	812 - 814	38	1247 - 1250	49	Reserve No.2	19
4 - 22	8	815 - 823	39	1251 - 1252	47	Reserve No.3	18
23 - 25	9	824 - 826	37	1253 - 1255	48	Reserve No.4	16
51 - 59	14	827	36	1300 - 1442	88-95	Reserve No.5	15
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101 - 118	70 - 73	838 - 845	41	A	6	Reserve No.8	24
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128 - 140	77 - 81	848	38	6801-6814	51-52	Reserve No.10	16, 17, 21, 24, 25
201 - 210	10	849 - 854	40			Reserve No.11	27
211 - 218	20	855 - 856	39			Reserve No.12	15, 16, 25, 26
219 - 223	18	857 - 859	37 & 68				32 & 33
224 - 226	17	901 - 904	84			Reserve No.13	31
227 - 228	16					Reserve No.14	30
229 - 234	17	905 - 915	86			Reserve No.15	29
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309 - 312	11	940 - 942	84			Reserve No.20	38
313 - 329	12	943 - 946	87			Reserve No.21	28
330 - 333	11	947 - 950	86			Reserve No.22	44 & 45
334	10	951 - 952	84			Reserve No.23	47 & 48
335 - 342	20	953 - 955	87			Reserve No.24	48, 49, 50
343 - 350	18	1001 - 1004	51			Reserve No.25	7
351 - 357	17	1005 - 1007	52			Reserve No.26	86, 87
358 - 363	16	1008	51			Reserve No.27	84
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405 - 414	15	1010 - 1015	54			Reserve No.29	51 & 52
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524 - 534	23	1031 - 1044	55			Reserve No.33	43
535 - 539	24	1045 - 1048	52			Reserve No.34	14
540 - 542	21	1049 - 1055	56			Reserve No.35	6, 7, 10 & 11
543 - 549	24	1056 - 1059	54			Reserve No.36	53
550 - 556	28	1065 - 1069	53			Reserve No.37	56
601 - 602	21	1101 - 1103	43			Reserve No.38	85, 87
603 - 618	25	1104 - 1112	45			Reserve No.39	7
619 - 626	26	1113 - 1120	46			Reserve No.40	7
627 - 629	27	1121 - 1123	45				
630 - 634	82	1124 - 1126	44				
651-658	59	1127 - 1129	46			S23	6
661-668	60	1130 - 1137	44			S66	38
701	29	1138 - 1144	43			S72	86
702 - 708	30	1145 - 1146	44				
709 - 715	32	1147 - 1148	45				
716 - 727	33	1149 - 1155	44				
728 - 733	32	1156 - 1157	46				
734 - 738	31	1201 - 1202	47				
739 - 744	30	1203 - 1208	48				
745 - 748	31	1209 - 1213	49				
749 - 752	34	1214 - 1222	50				
753 - 755	35	1223 - 1226	49				
771-794	31, 61-67	1227 - 1228	48				
801	36	1229 - 1232	47				
802 - 808	37	1233 - 1236	49				

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

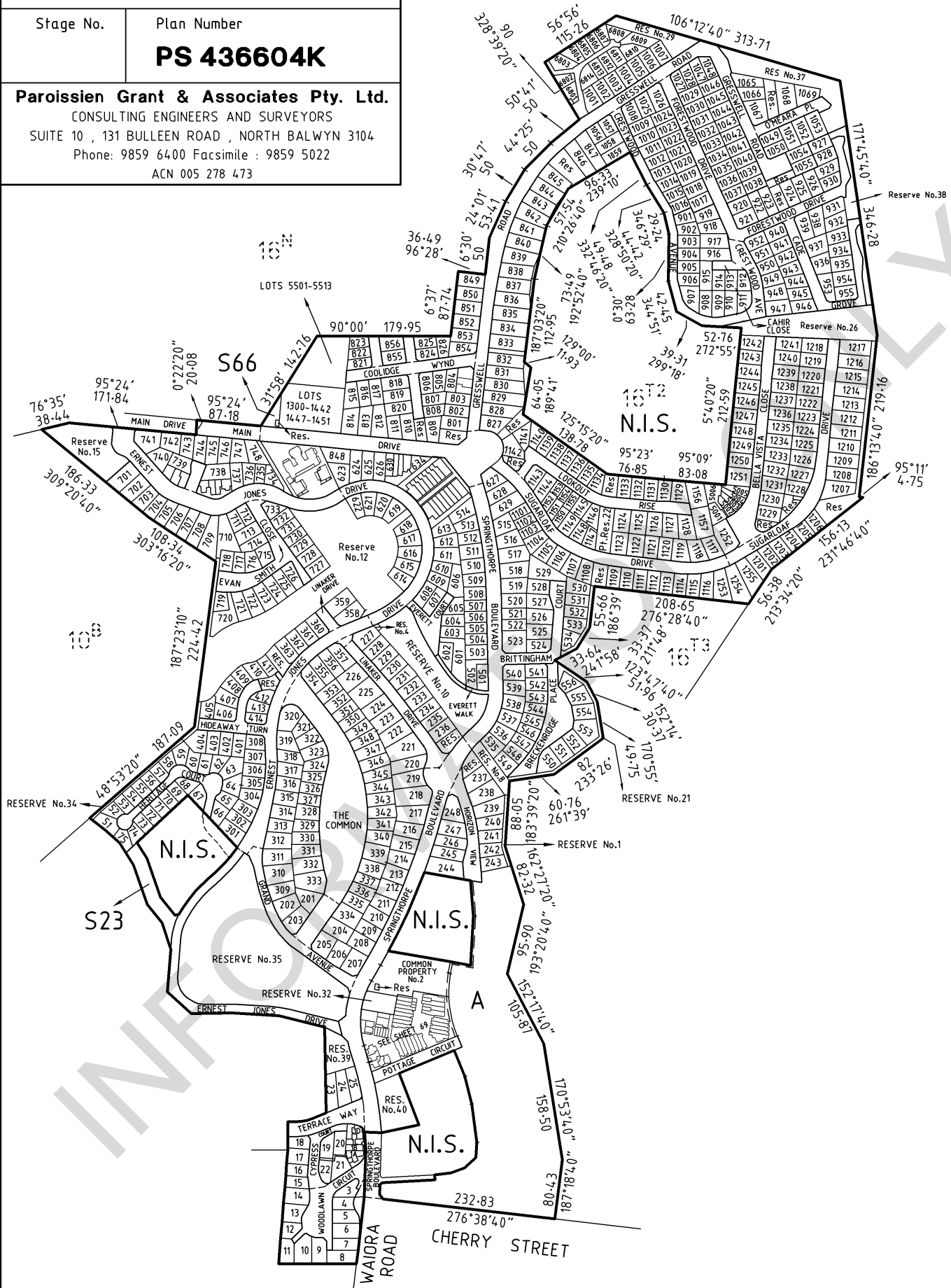
Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile: 9859 5022

ACN 005 278 473

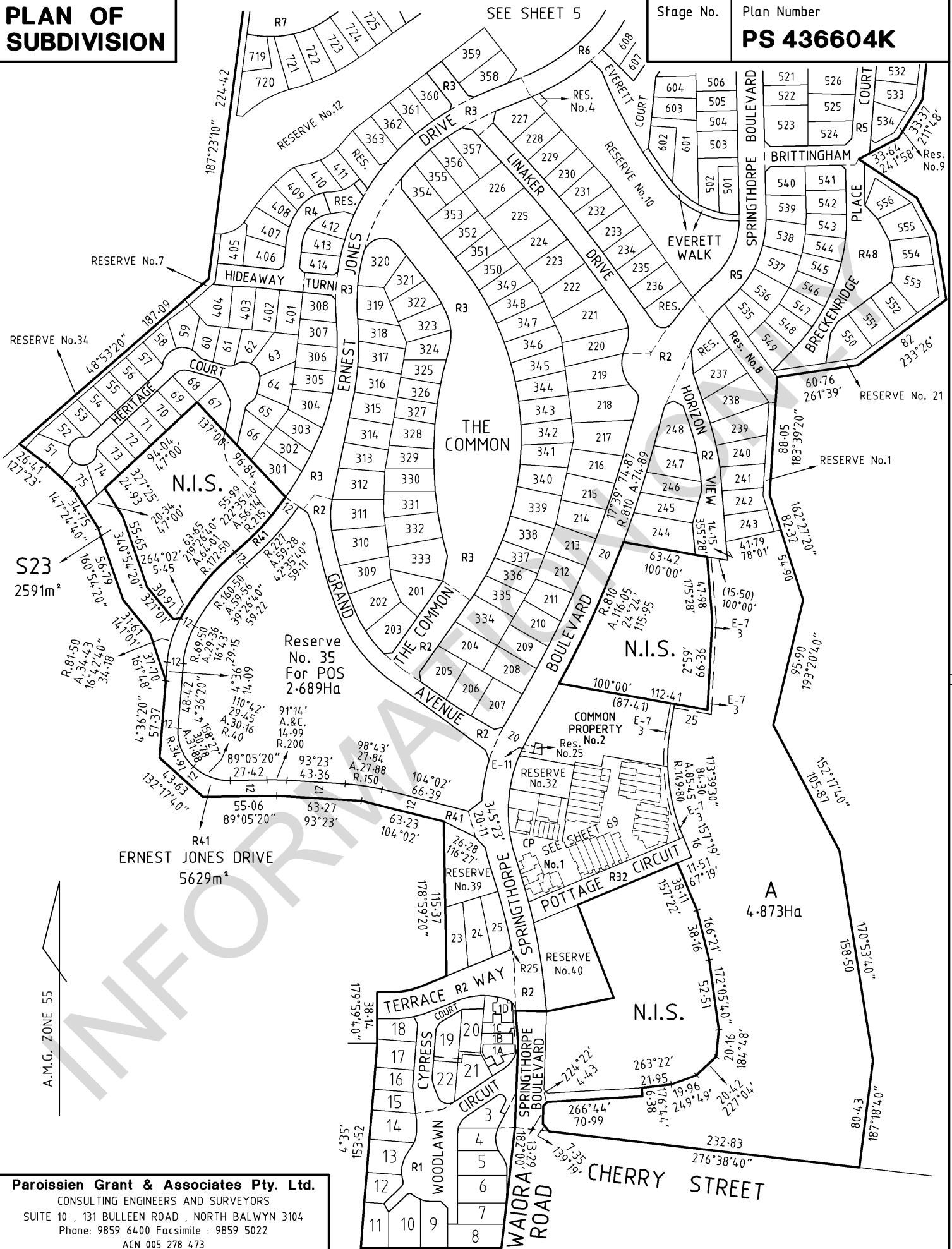


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K



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SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile: 9859 5022

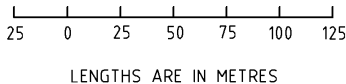
ACN 005 278 473

ORIGINAL

SCALE

SCALE
1:2500

SHEET
SIZE
A3



LICENSED SURVEYOR (PRINT)

Robert David Macaulay

SIGNATURE

DATE

M01146 M01155 M00011 M02013 M02185 M01119 M02178 M02044 M02061 M02062 M03011 M03130
M02063 M03174 S04177 S03168 S03013 S03215 M03217 M03218 S04149 M04009 S09044
REF. M00010 23.08.2001 S04288 S04289 VERSION 7

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 6

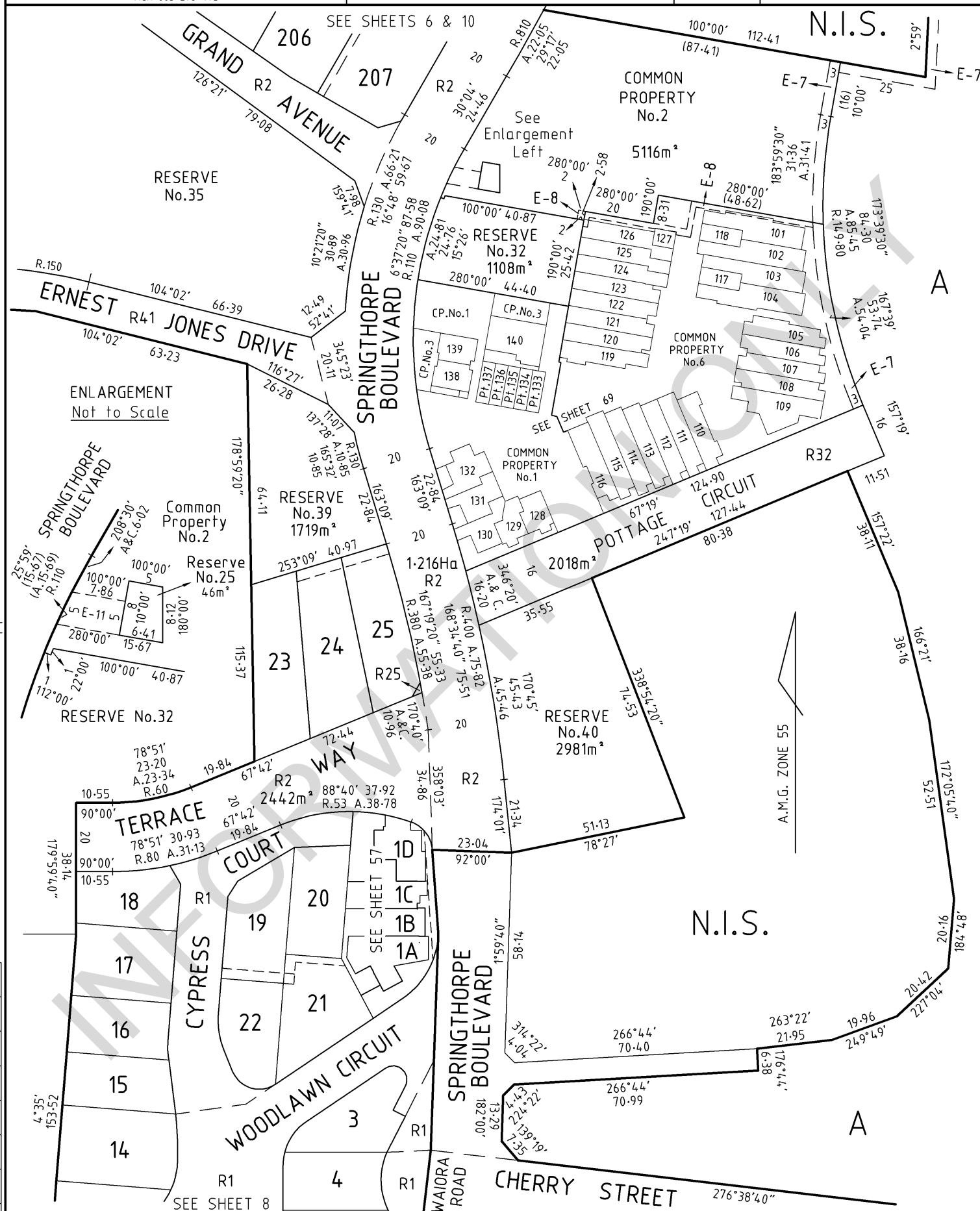
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K



ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SCALE
1:1000

SHEET
SIZE
A3

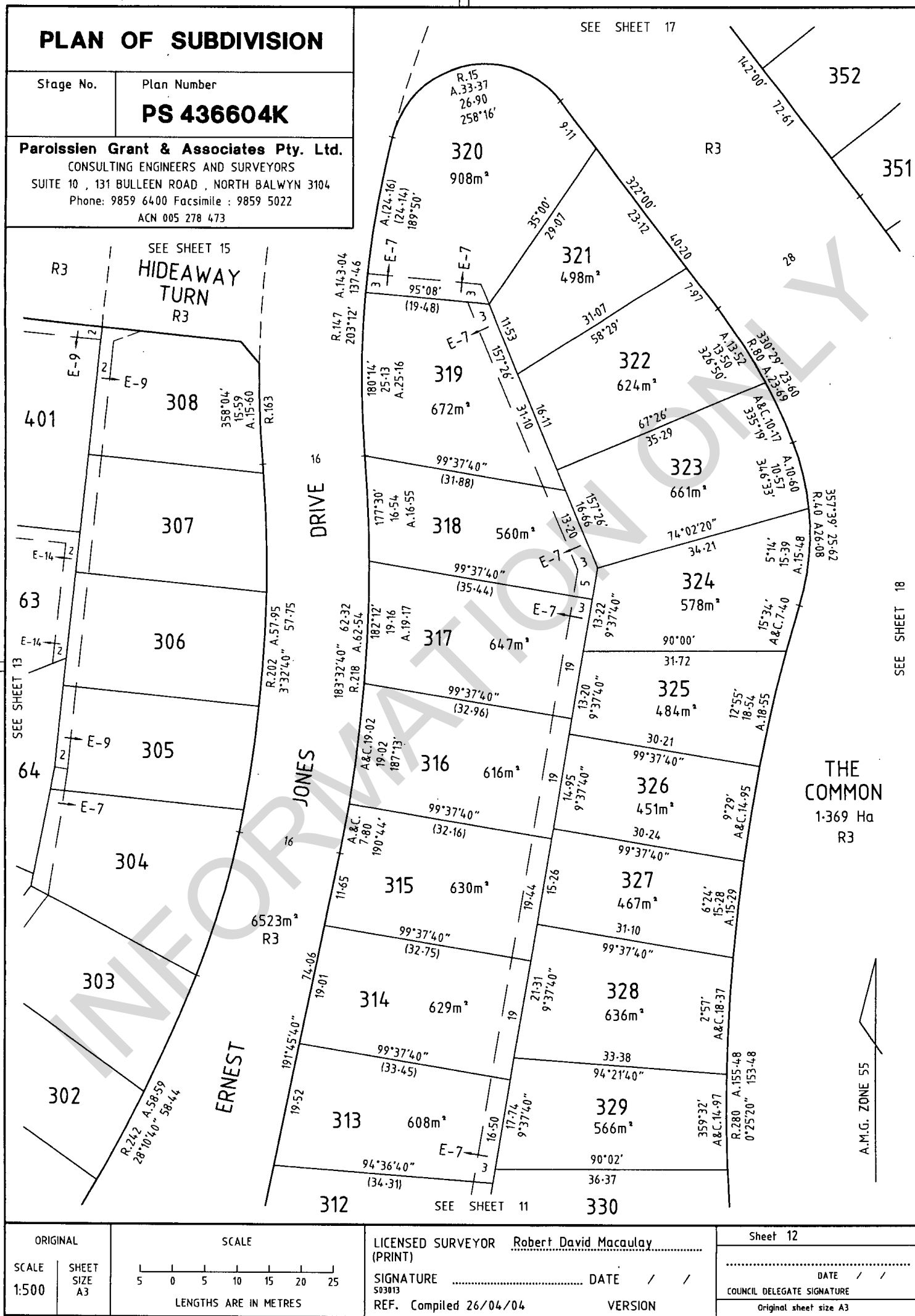
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LENGTHS ARE IN METRES

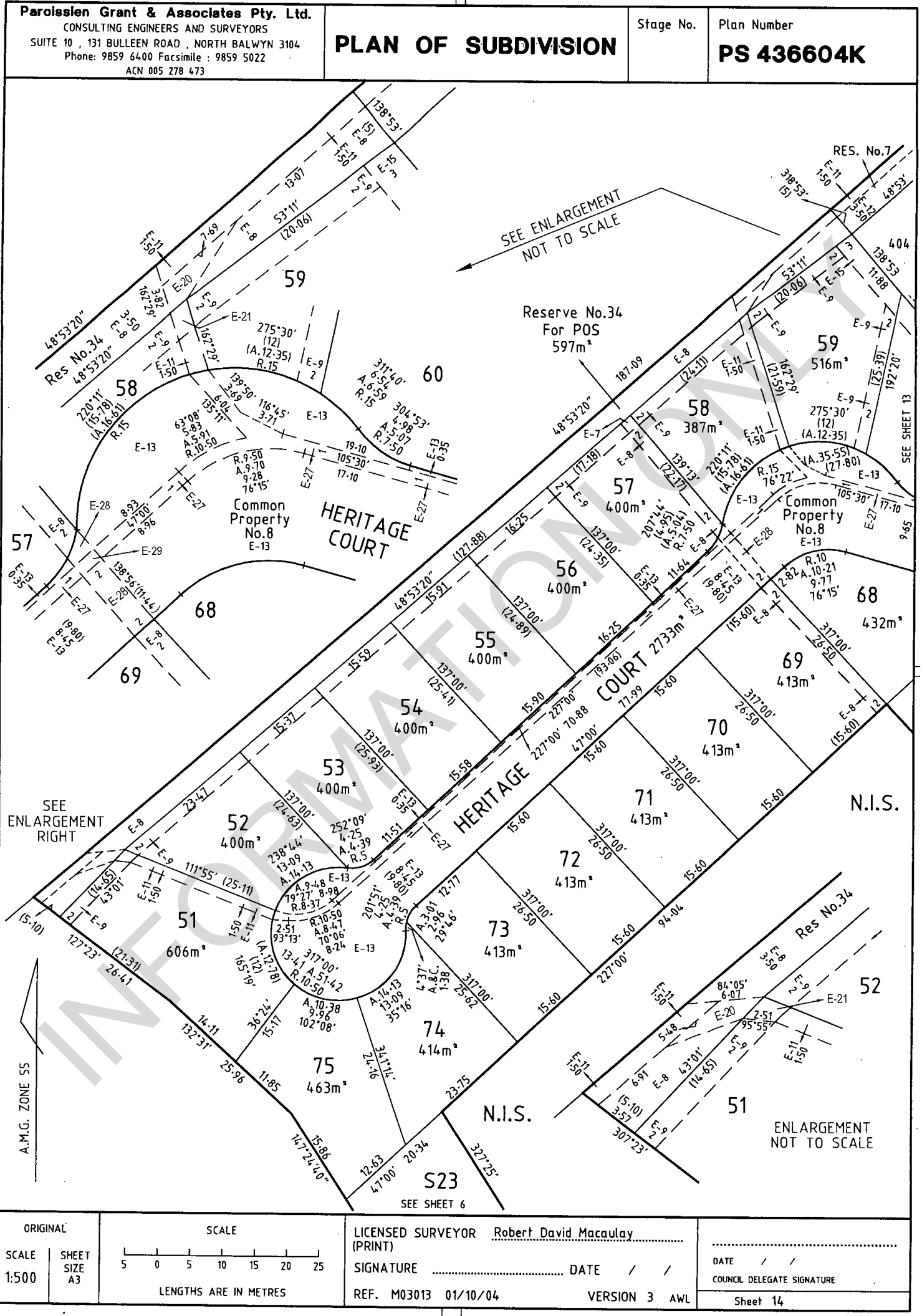
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REF. M00010 23.08.2001
DATE / /
VERSION 7

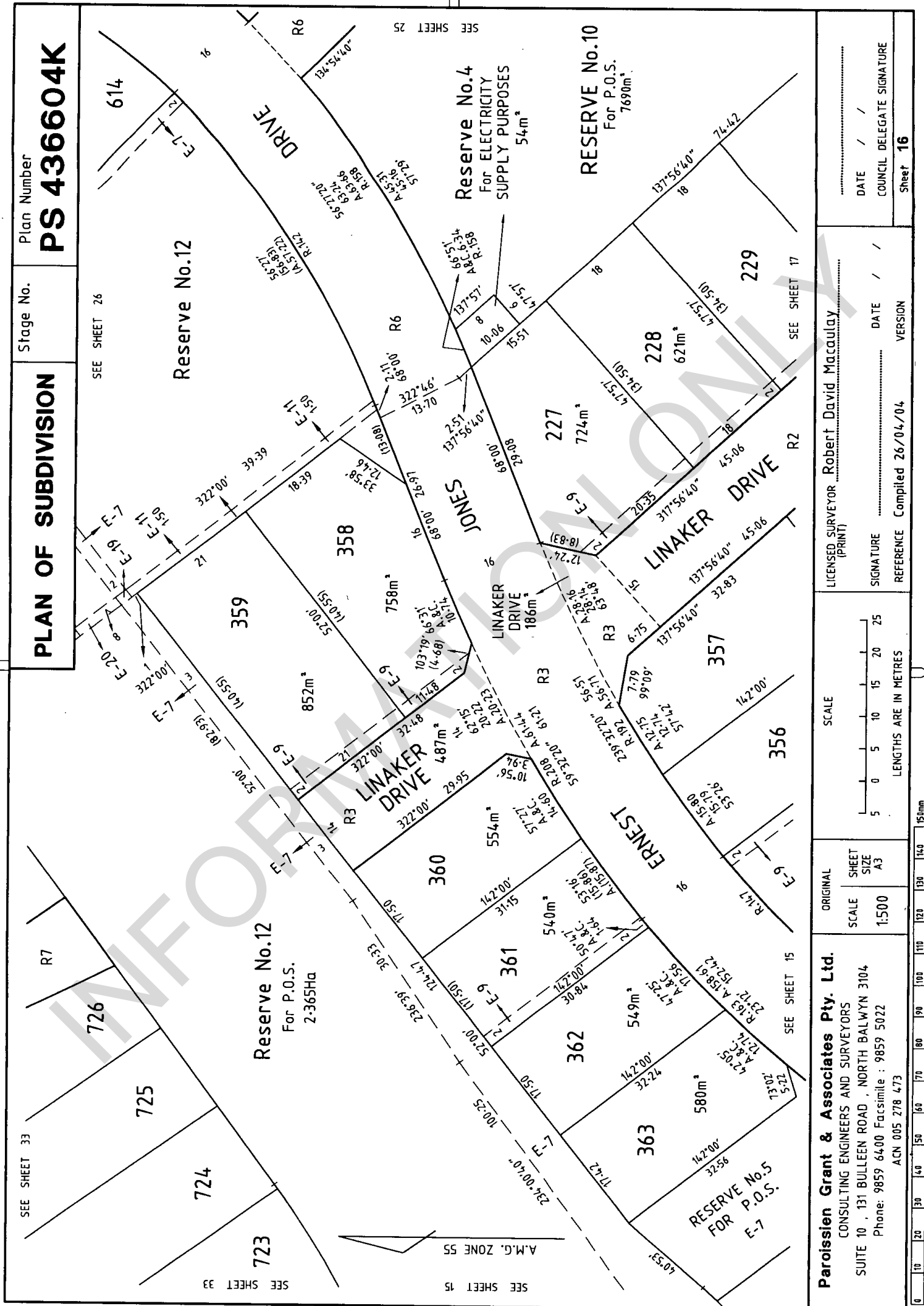
DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 7

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Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

ORIGINAL SCALE 1:500 SHEET SIZE A3

LENGTHS ARE IN METRES

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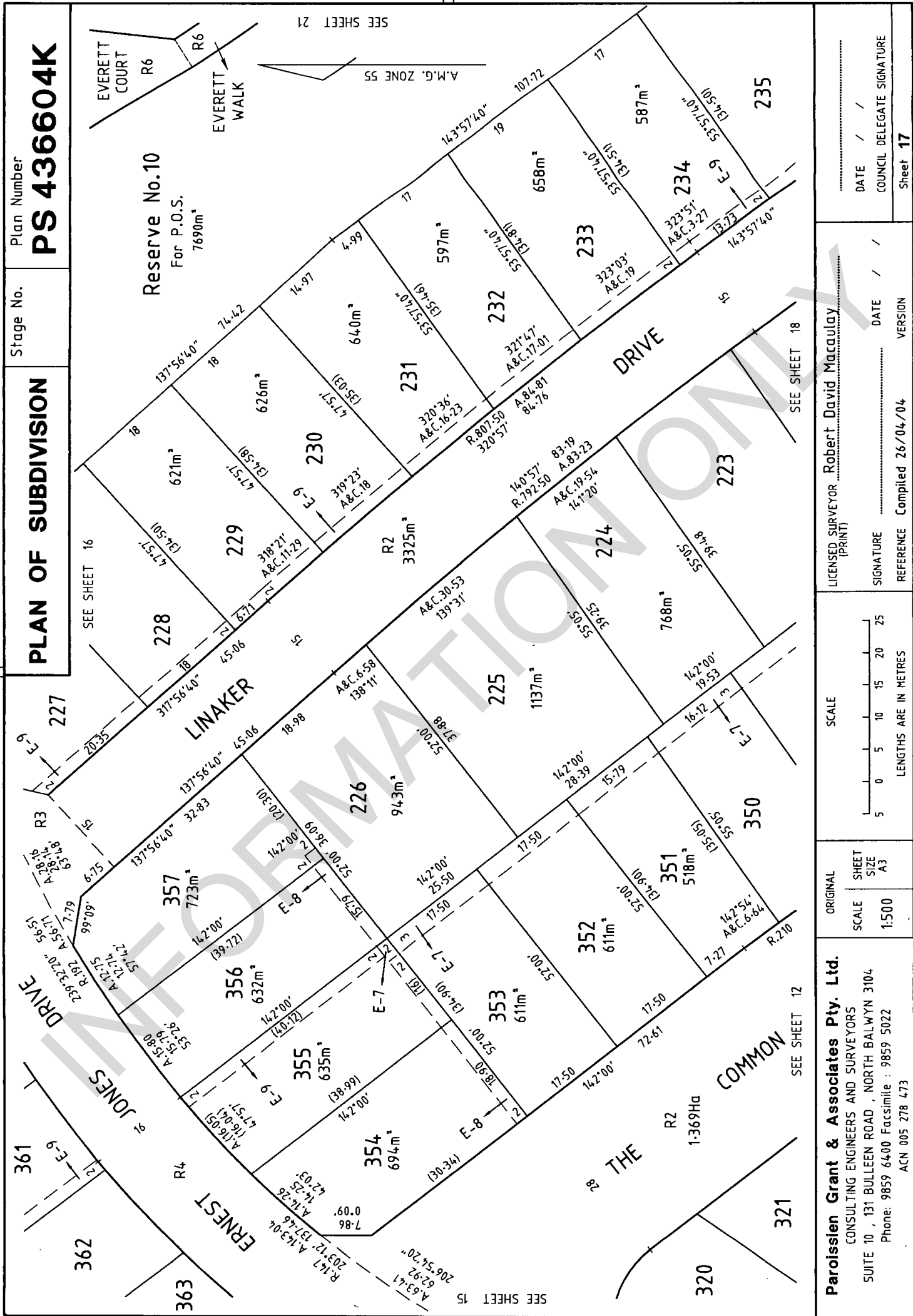
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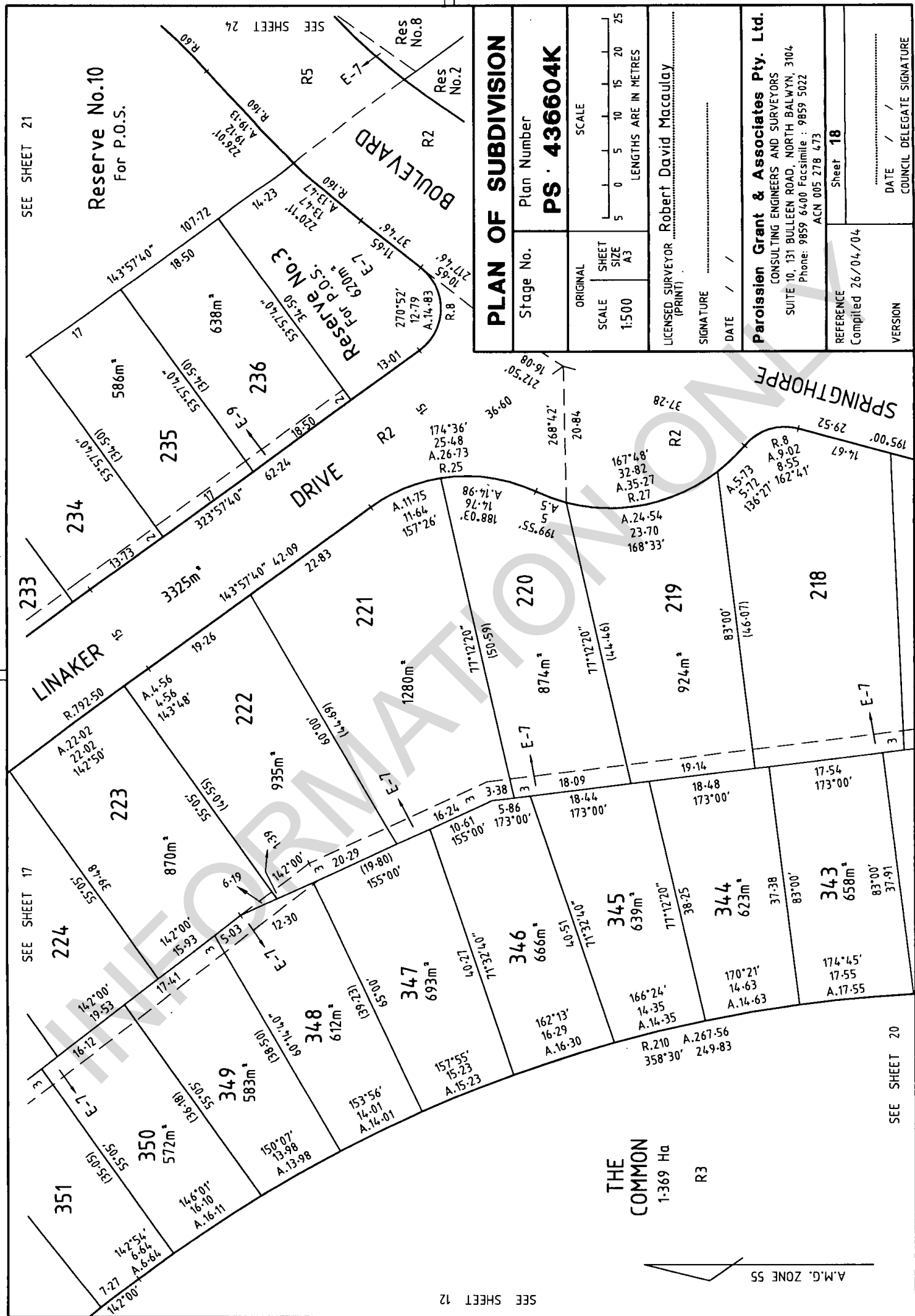
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REFERENCE **Compiled 26/04/04** VERSION

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 16





PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

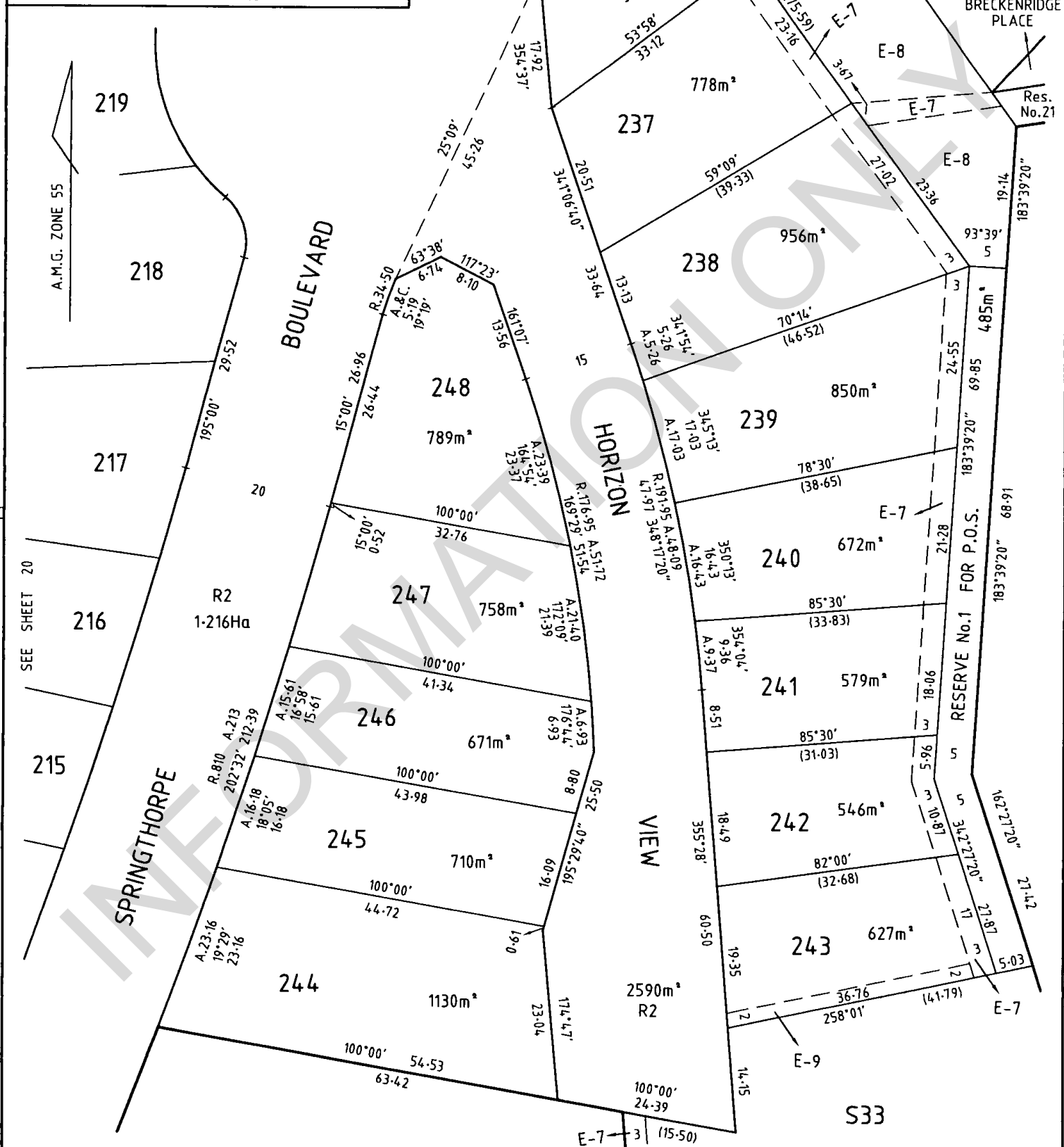
Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile: 9859 5022

ACN 005 278 473

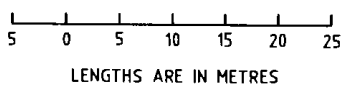


ORIGINAL

SCALE

SCALE
1:500

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

Robert David Macaulay

SIGNATURE

DATE / /

REF. Compiled 26/04/04

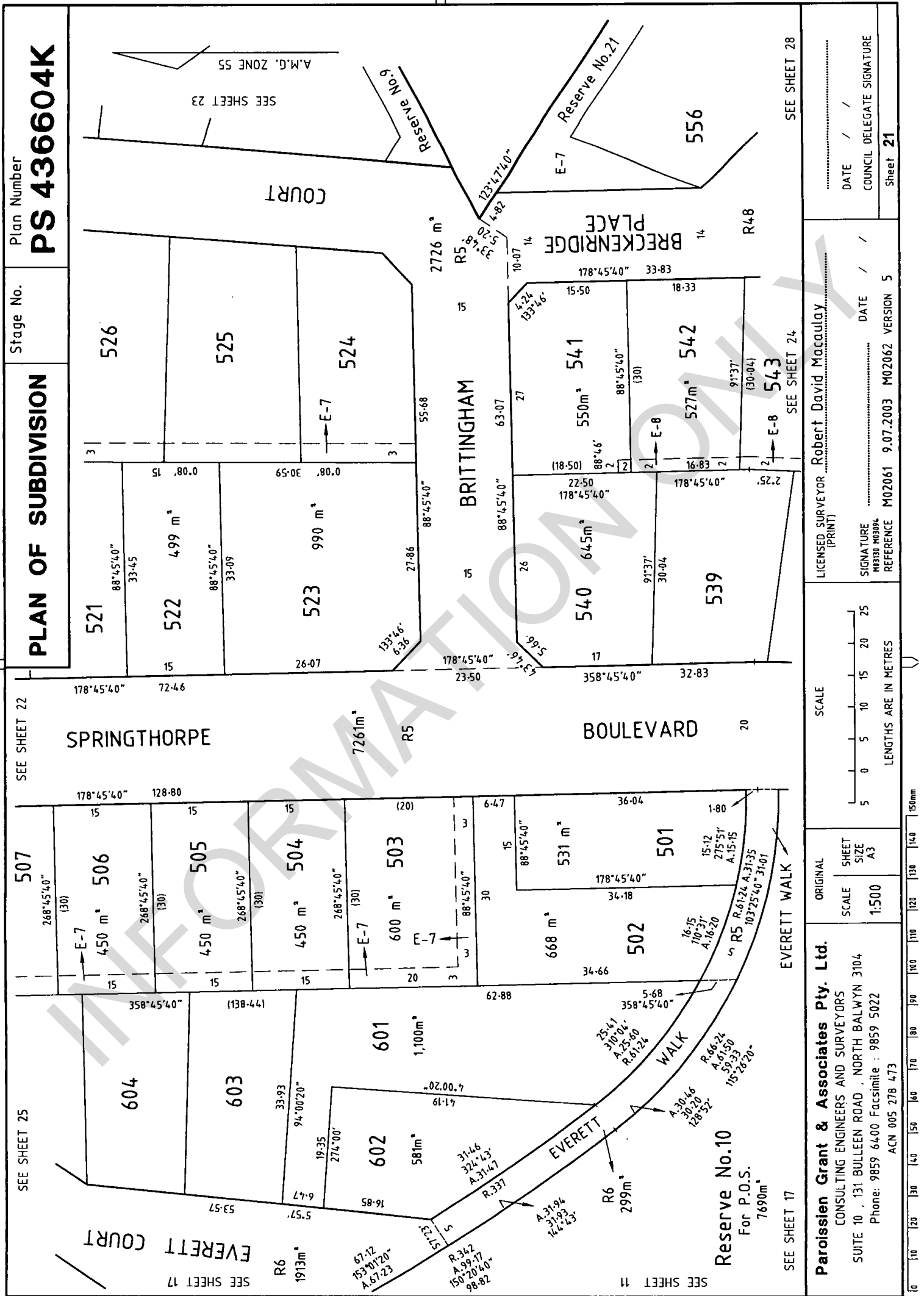
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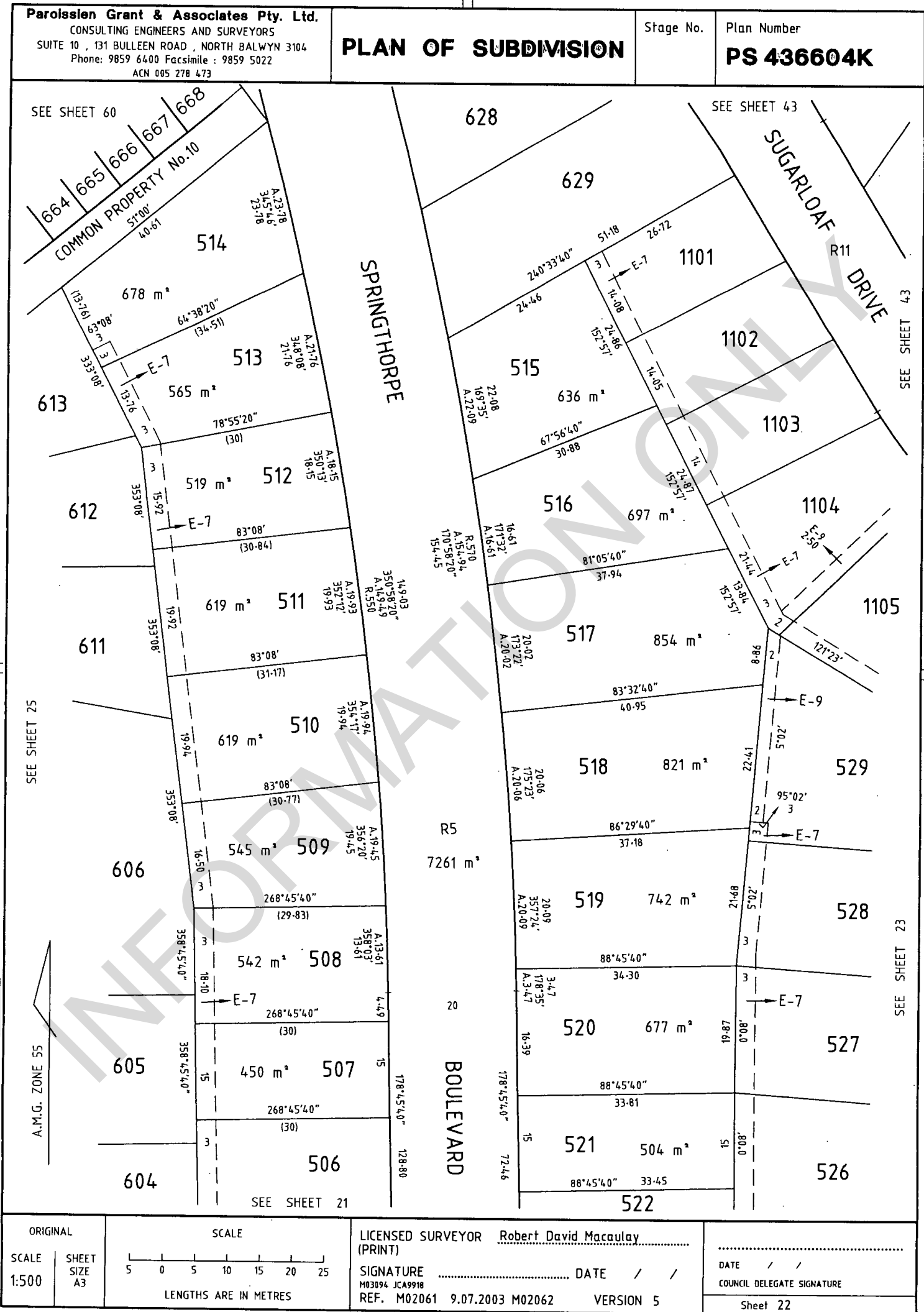
Sheet 19

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3





100mm
90
80
70
60
50
40
30
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10
0

A.M.G. ZONE 55

SEE SHEET 23

SEE SHEET 43

ORIGINAL
SCALE 1:500
SHEET SIZE A3

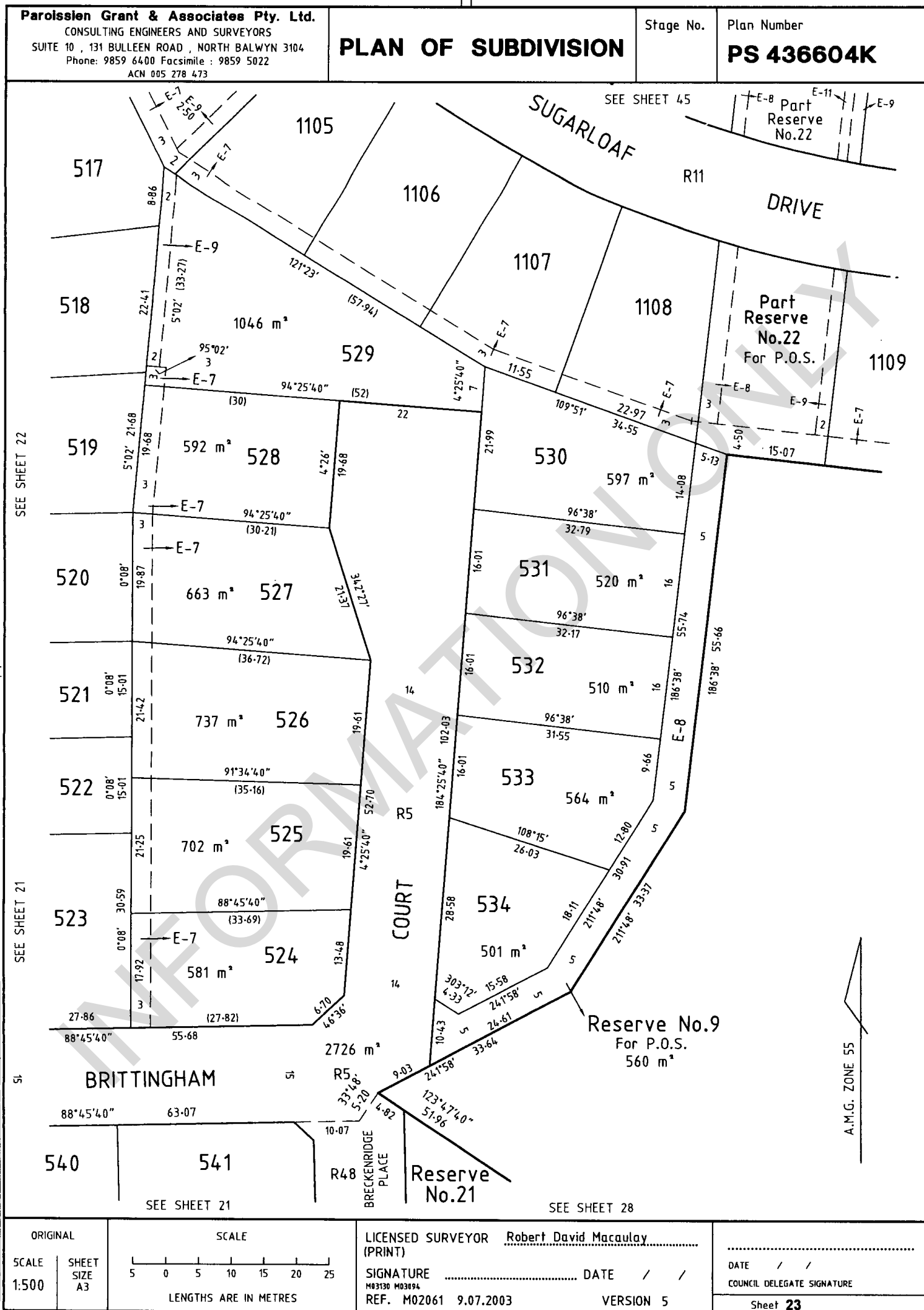
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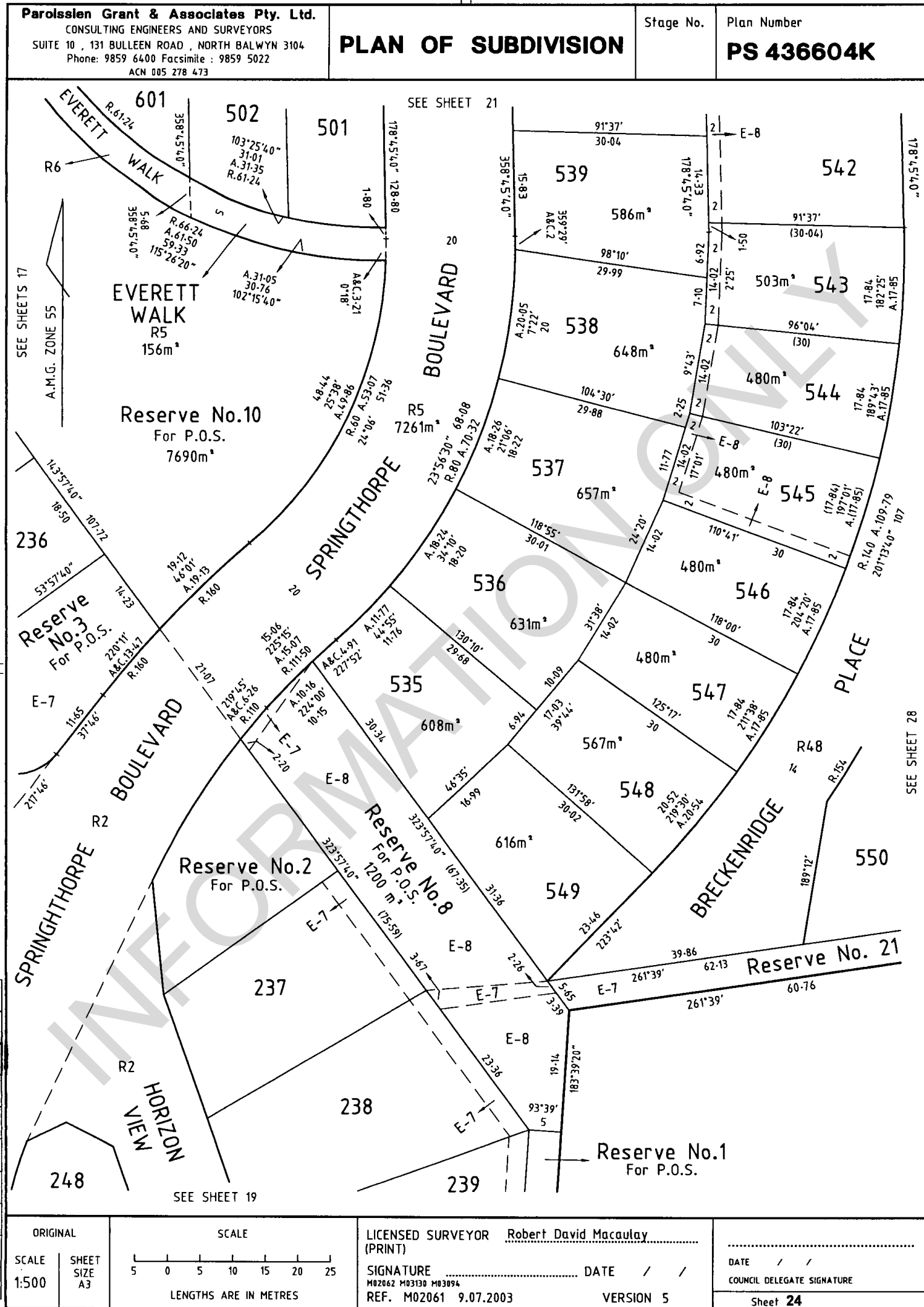
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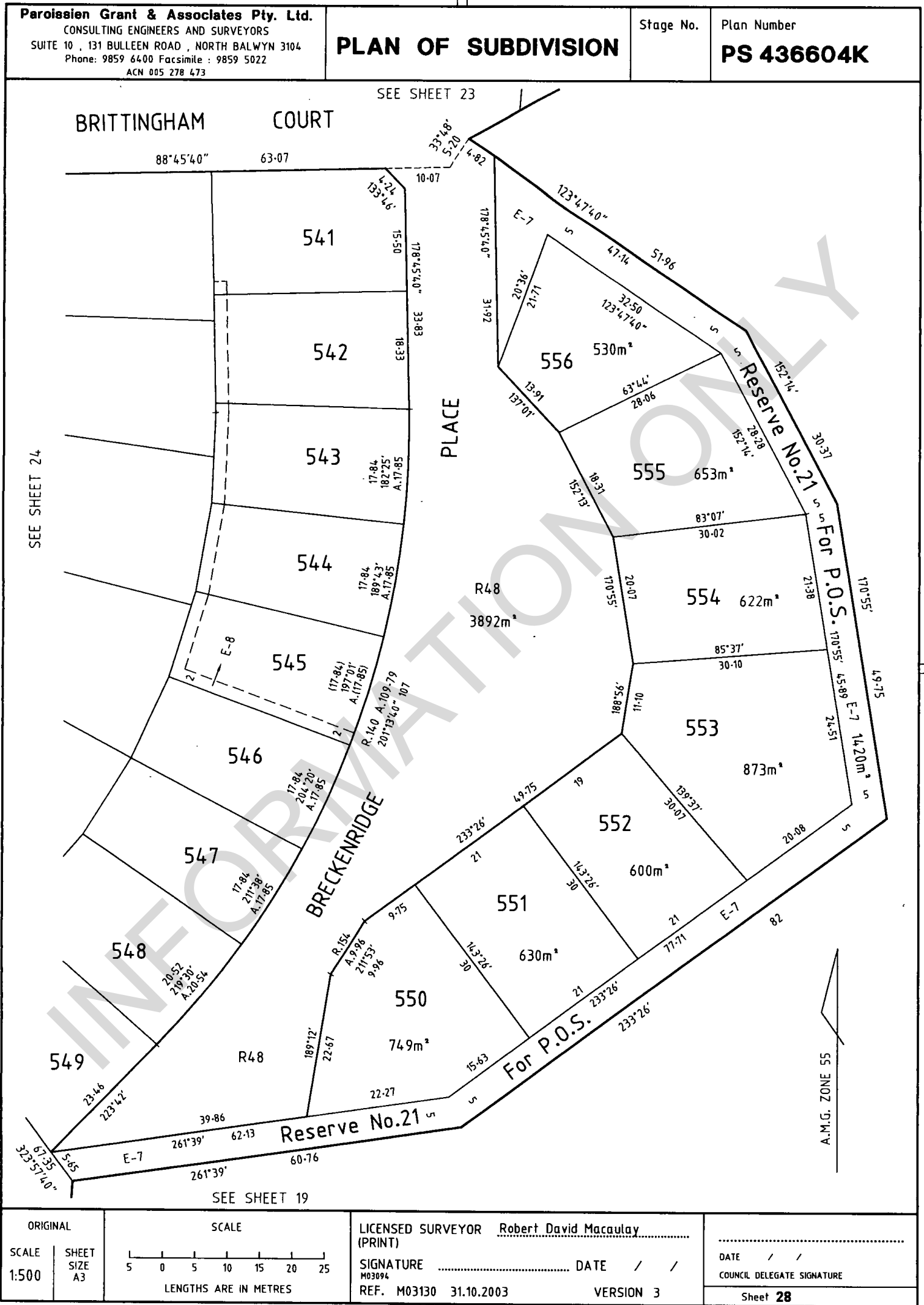
LENGTHS ARE IN METRES

LICENSED SURVEYOR Robert David Macaulay
(PRINT)
SIGNATURE DATE / /
M03094 JCA9918
REF. M02061 9.07.2003 M02062 VERSION 5

.....
DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 22







ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET SIZE			SIGNATURE		DATE / /	
1:500	A3						
		LENGTHS ARE IN METRES		REF. M03130 31.10.2003		VERSION 3	
				COUNCIL DELEGATE SIGNATURE		Sheet 28	

Sheet 29

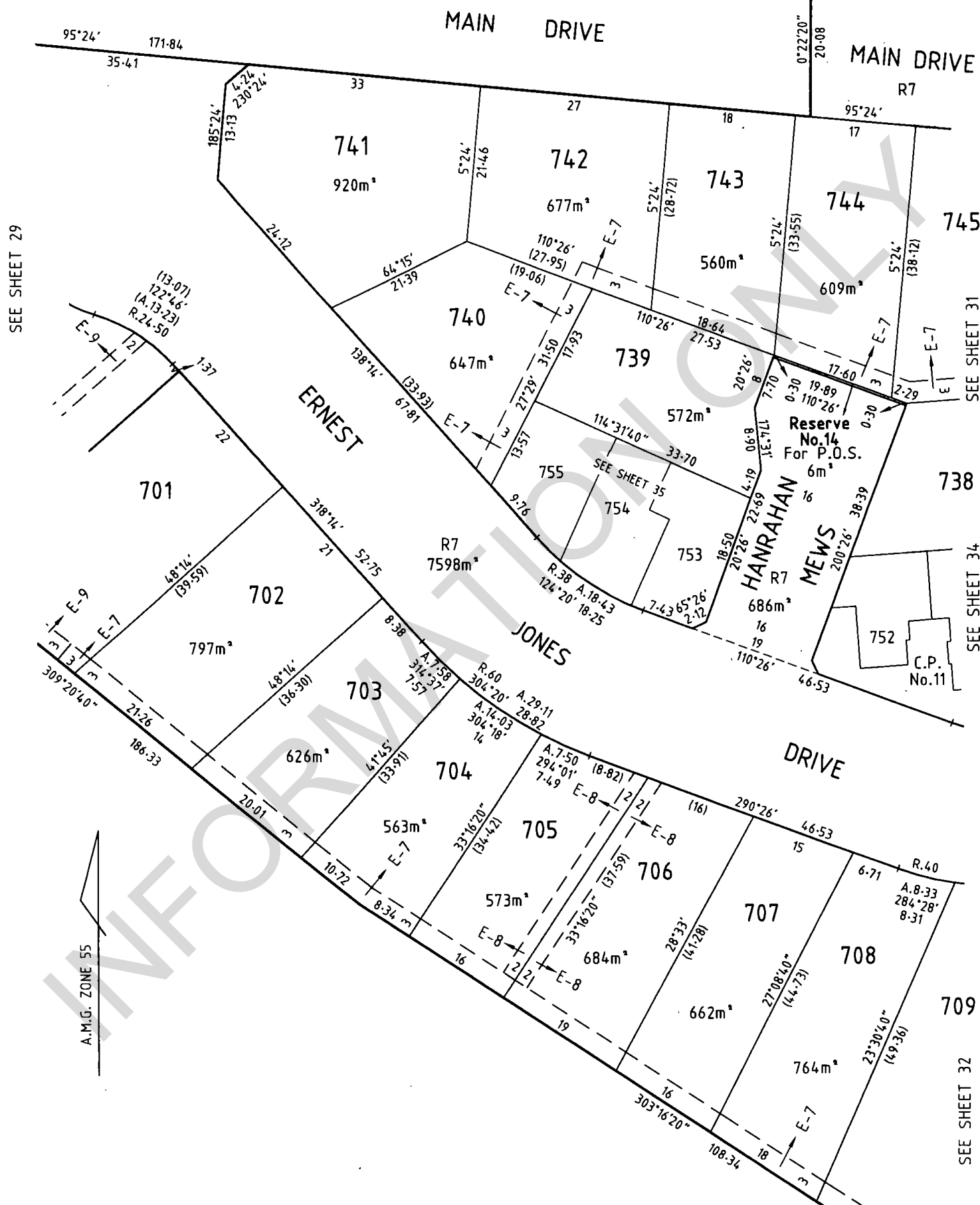
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile : 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

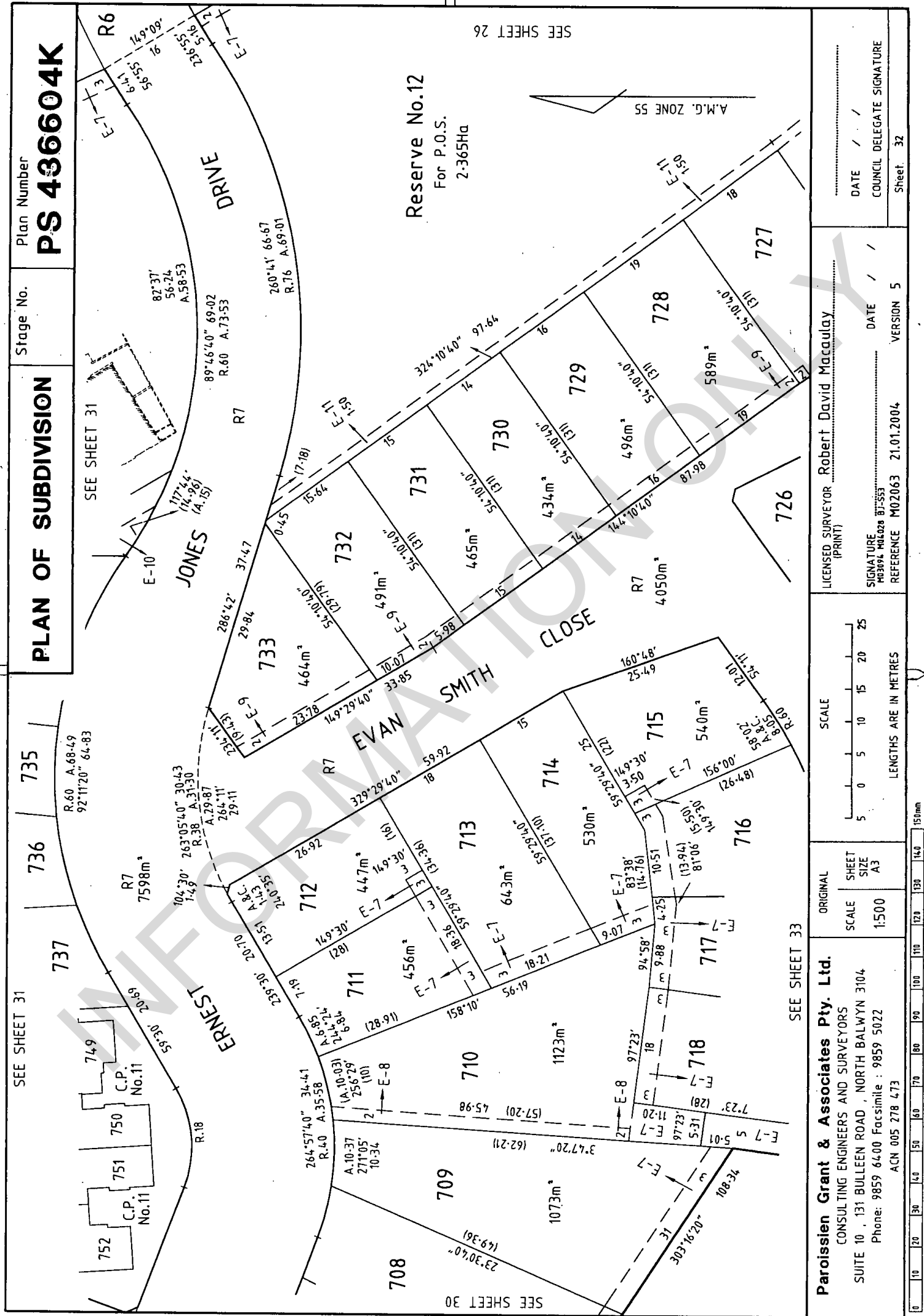
Stage No.

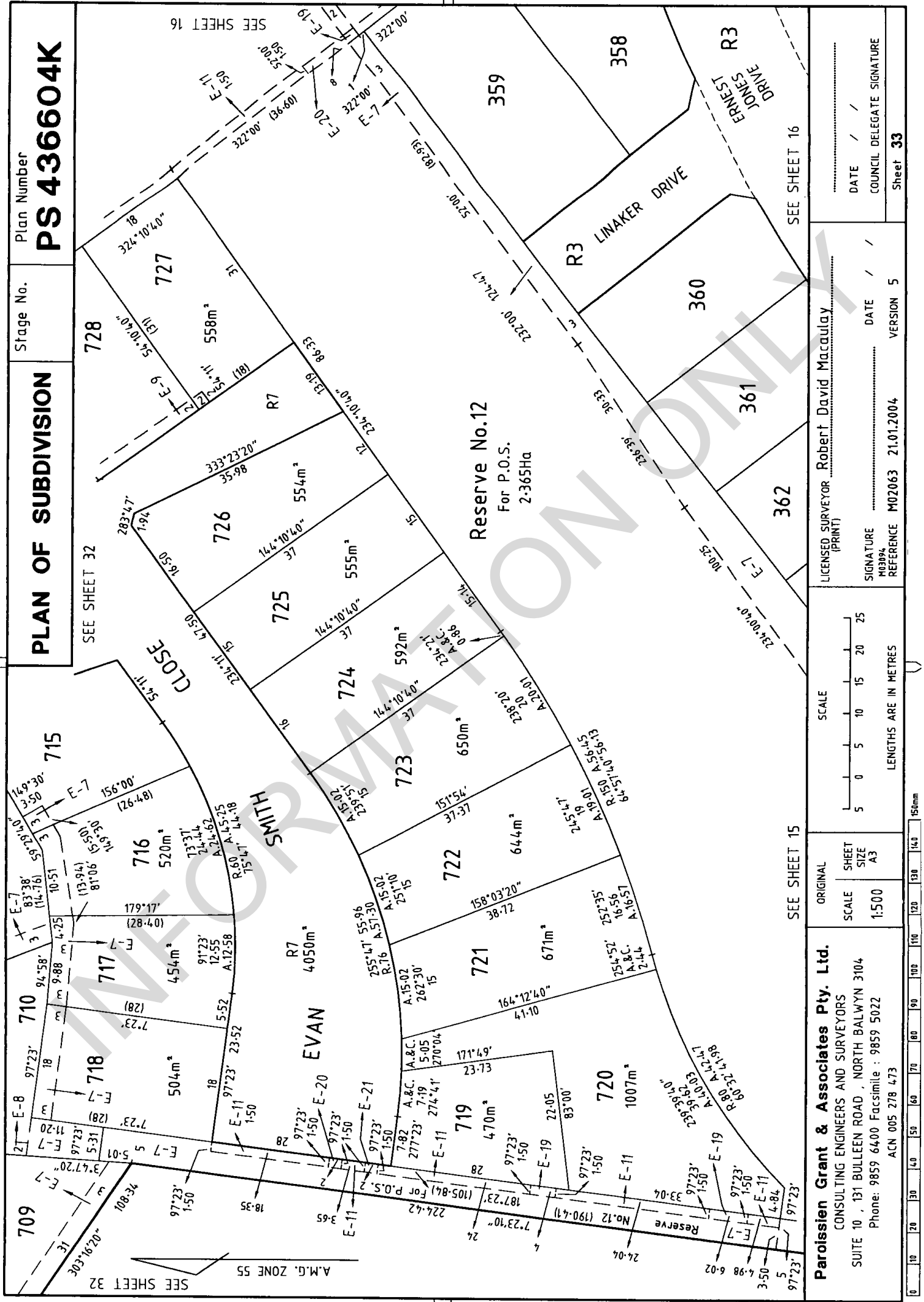
Plan Number

PS 436604K



ORIGINAL		SCALE		LICENSED SURVEYOR Robert David Macaulay		DATE / /	
SCALE	SHEET	5 0 5 10 15 20 25		SIGNATURE	DATE	COUNCIL DELEGATE SIGNATURE	
1:500	A3	LENGTHS ARE IN METRES		M03094 M04028 M04029	21.01.2004	Sheet 30	
				REF. M02063	VERSION 5		





PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 436604K

Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile: 9859 5022

ACN 005 278 473

ORIGINAL

SHEET
SIZE
A3

SCALE
1:500

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE
M03094

REFERENCE M02063

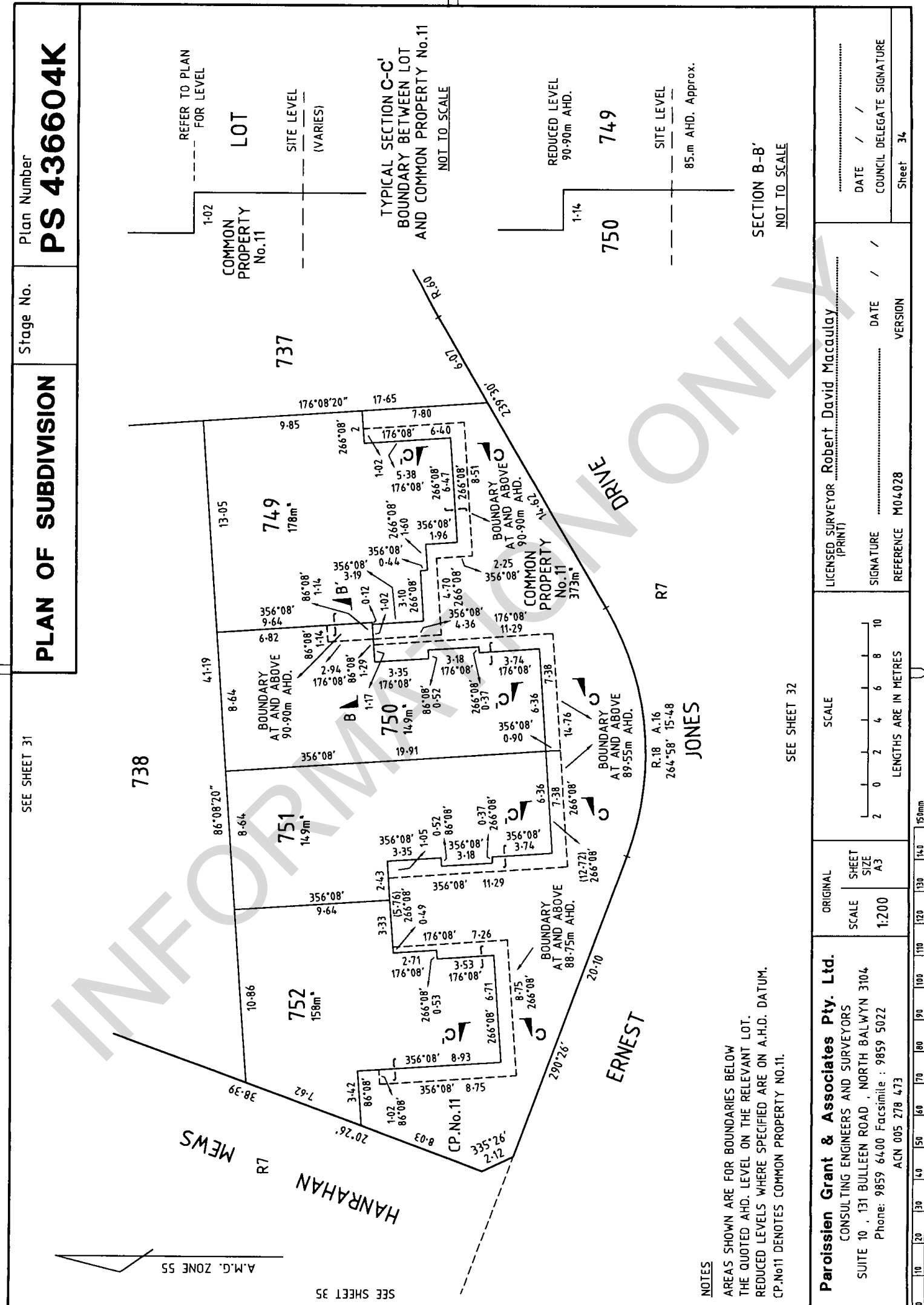
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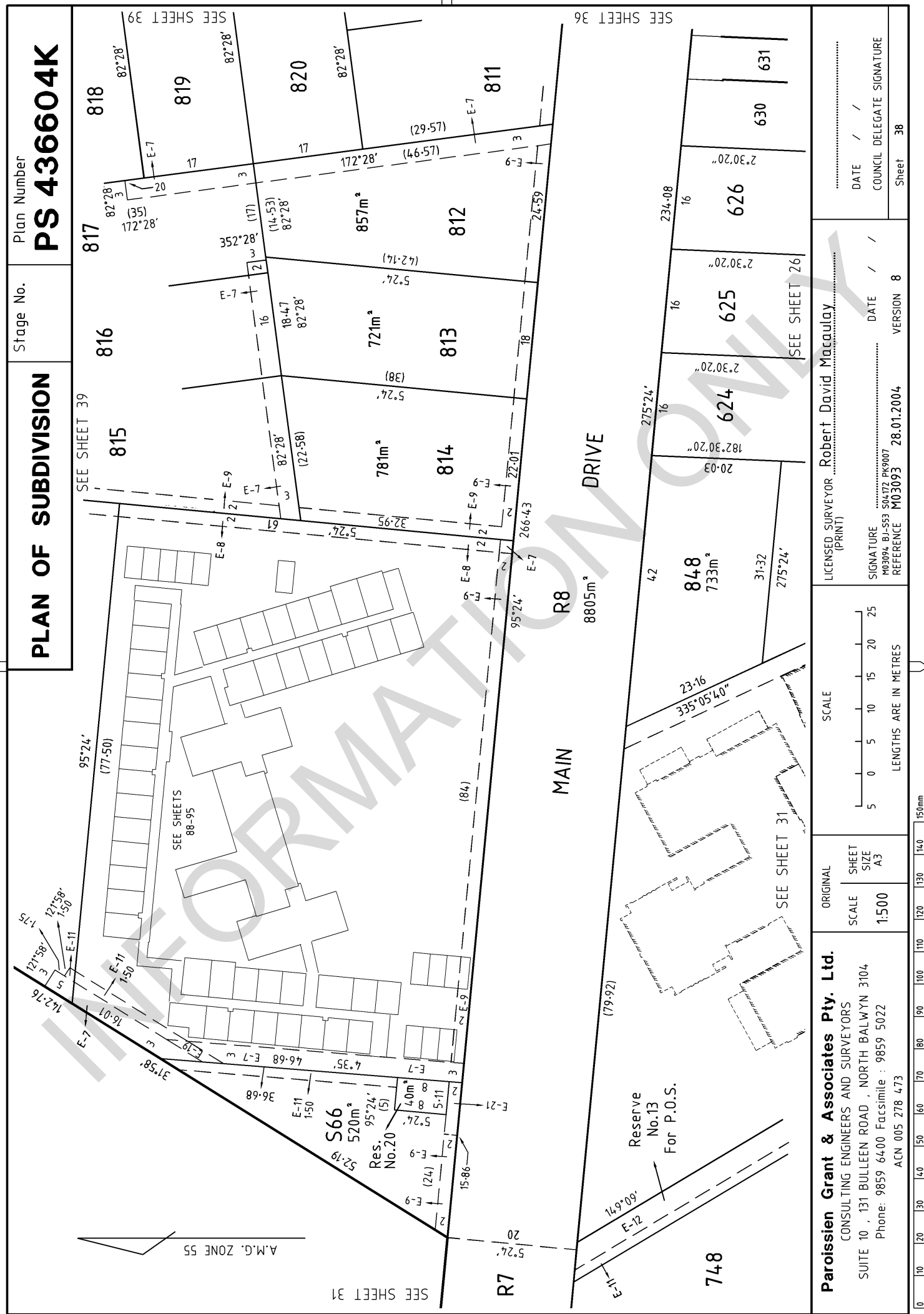
VERSION 5

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet **33**



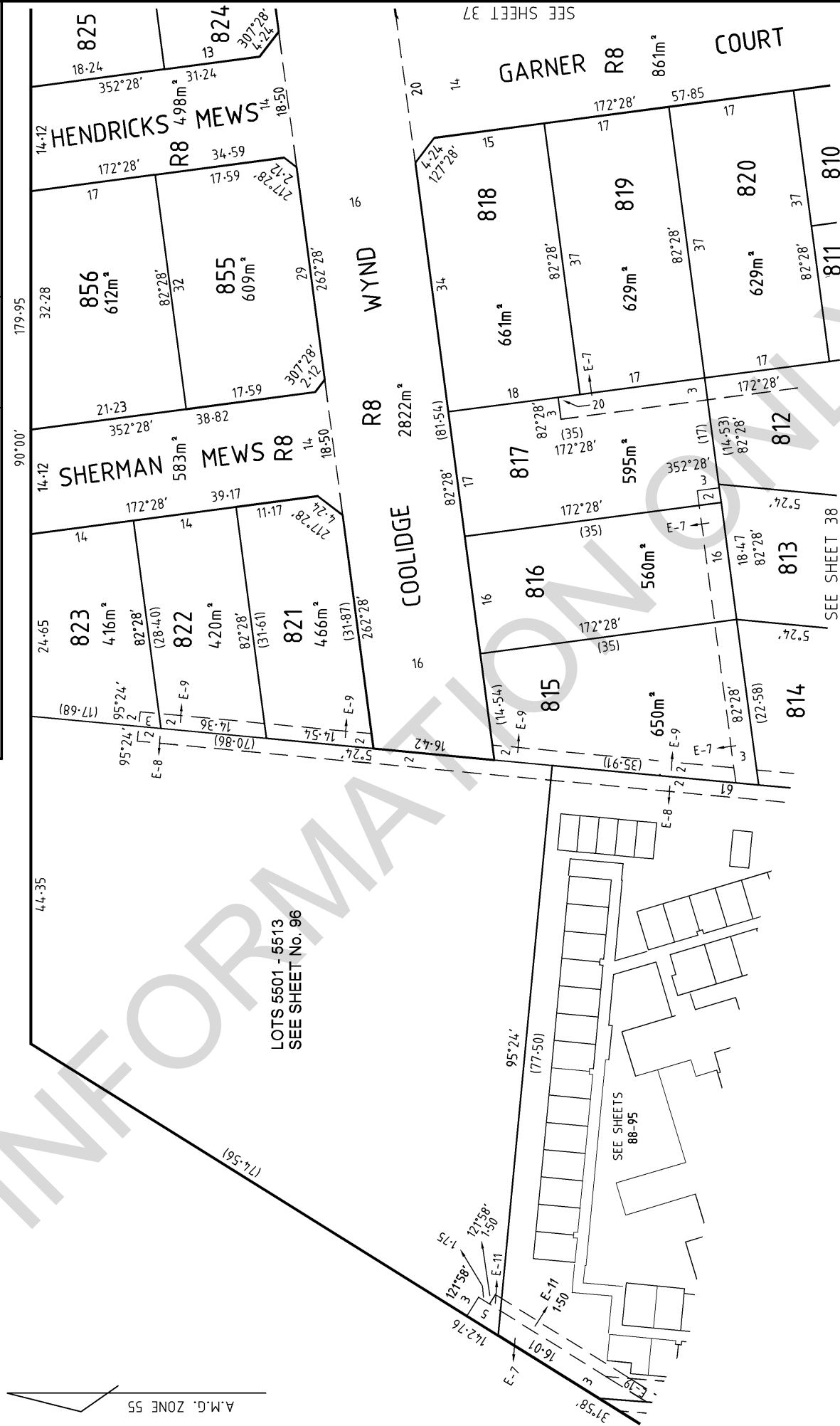


PLAN OF SUBDIVISION

Stage No.

Plan Number

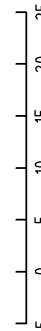
PS 436604K

**Paroissien Grant & Associates Pty. Ltd.**

CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile : 9859 5022

ACN 005 278 473

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

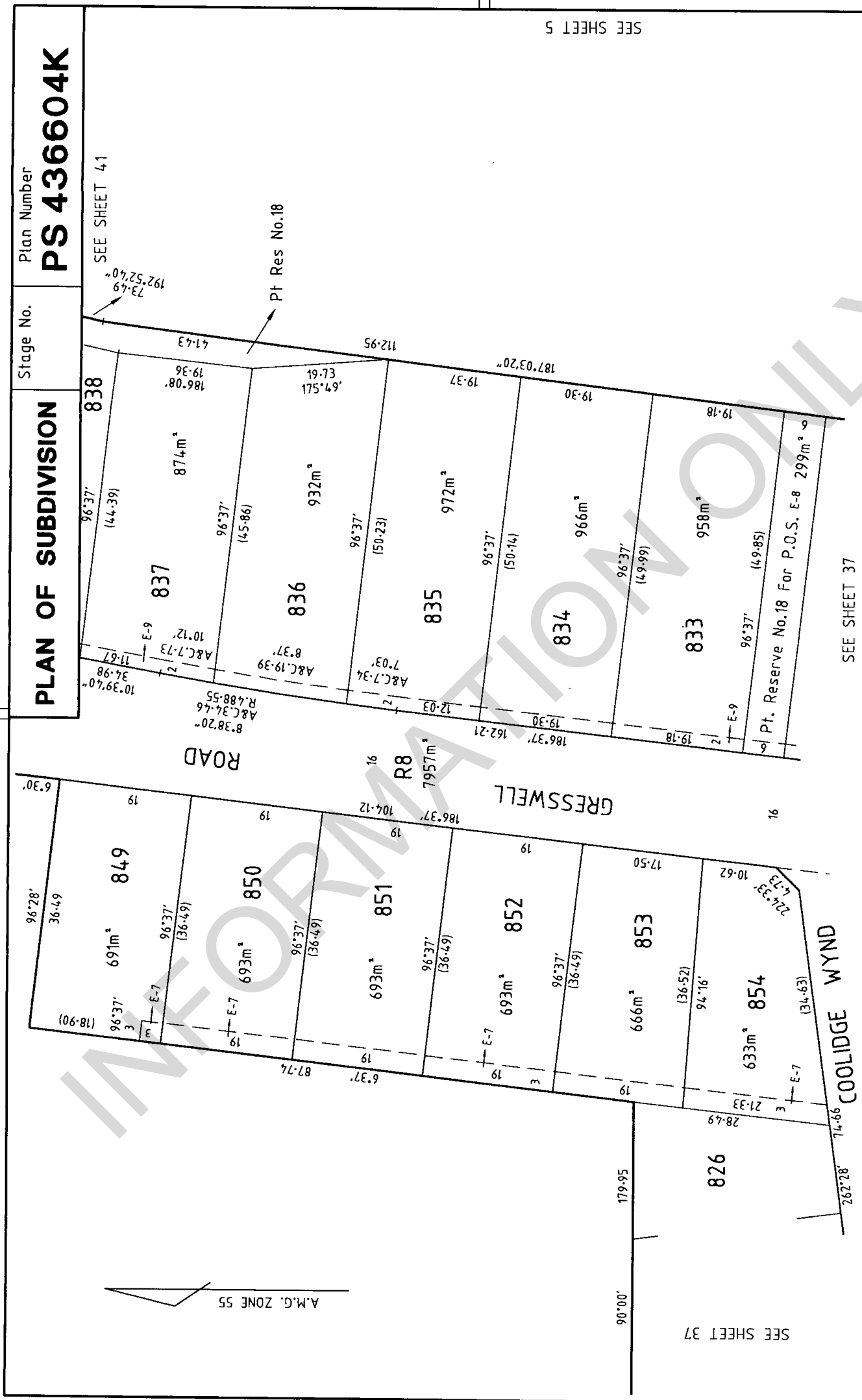
SIGNATURE
M03094 PK9007

VERSION 8

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 39



Peroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile: 9859 5022 ACN 005 278 473		ORIGINAL SCALE 1:500	SHEET SIZE A3	SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) Robert David Macaulay	SIGNATURE M03094	REFERENCE M03093	DATE / / 28.01.2004	VERSION 8	DATE / / COUNCIL DELEGATE SIGNATURE	Sheet 40

Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

SEE SHEET 42
Pt. Reserve
No.18
For P.O.S.

A.M.G. ZONE 55

ROAD

GRESSWELL

Pt. Reserve
No.18
For P.O.S.
89m²

Pt Reserve
No.18
For P.O.S.
263m²

SEE SHEET 40

SEE SHEET 40

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE DATE / /

M03094

REF. M03093 28.01.2004

VERSION 8

DATE / /

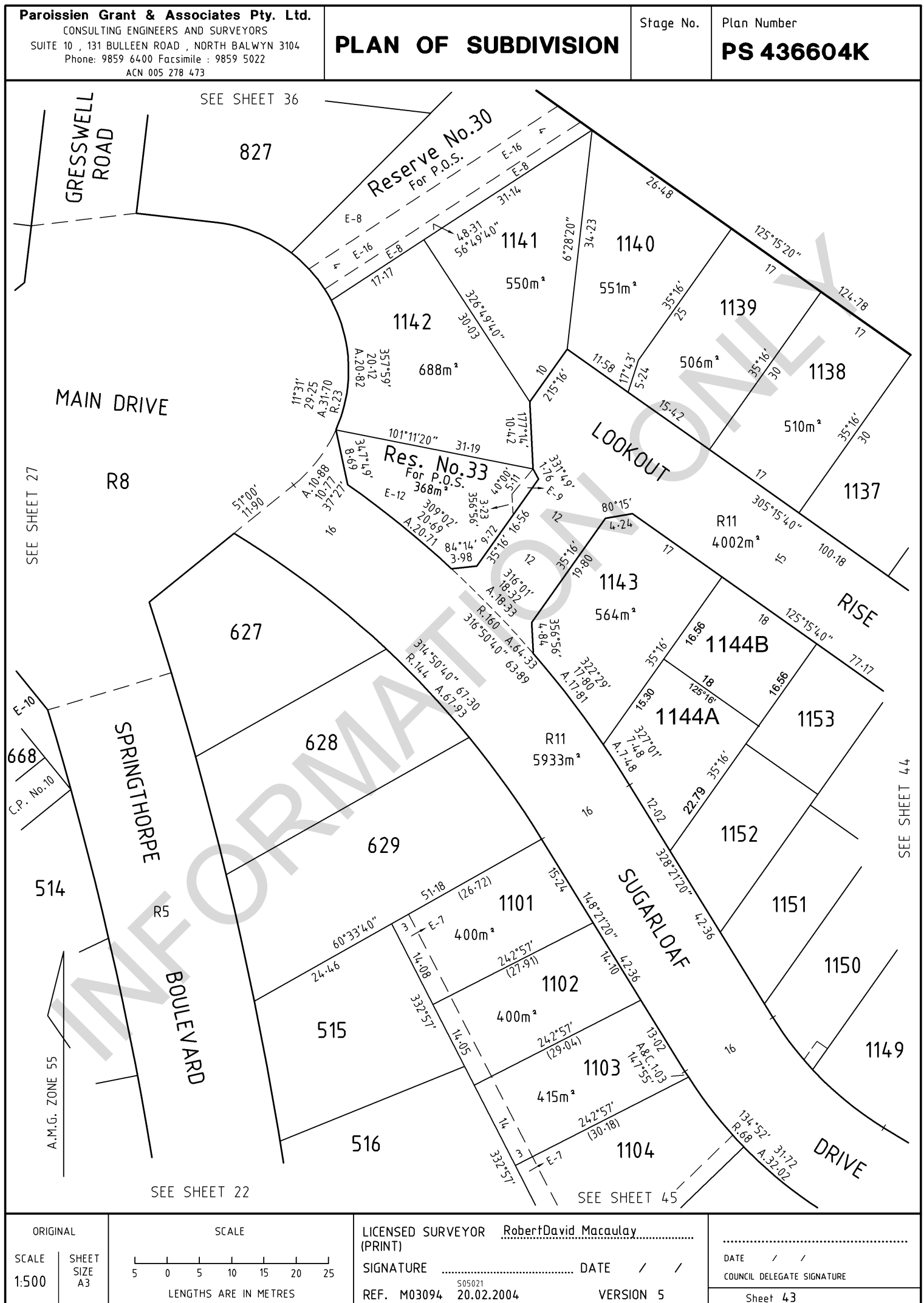
COUNCIL DELEGATE SIGNATURE

Sheet **41**

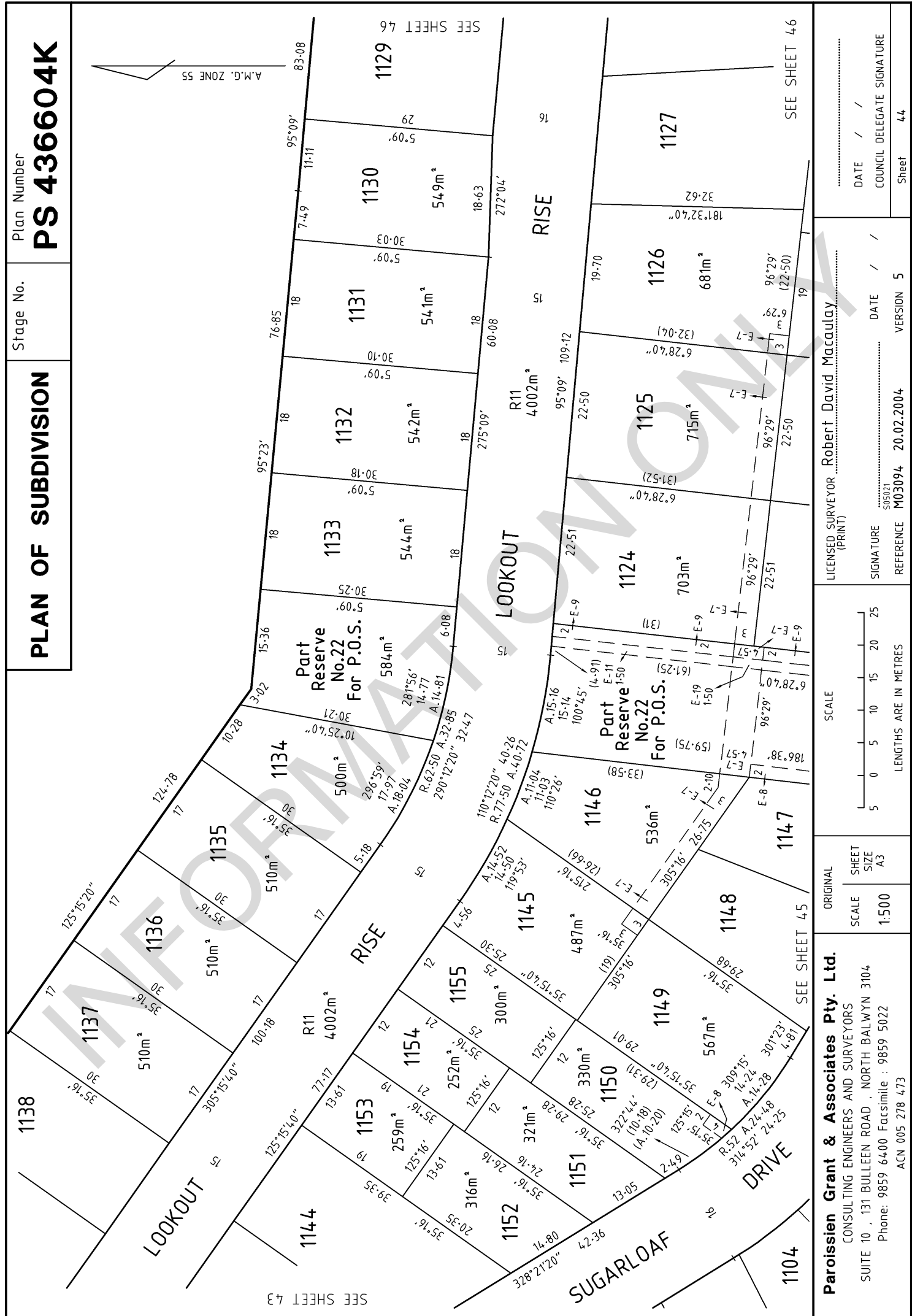
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1:500

SHEET
SIZE
A3

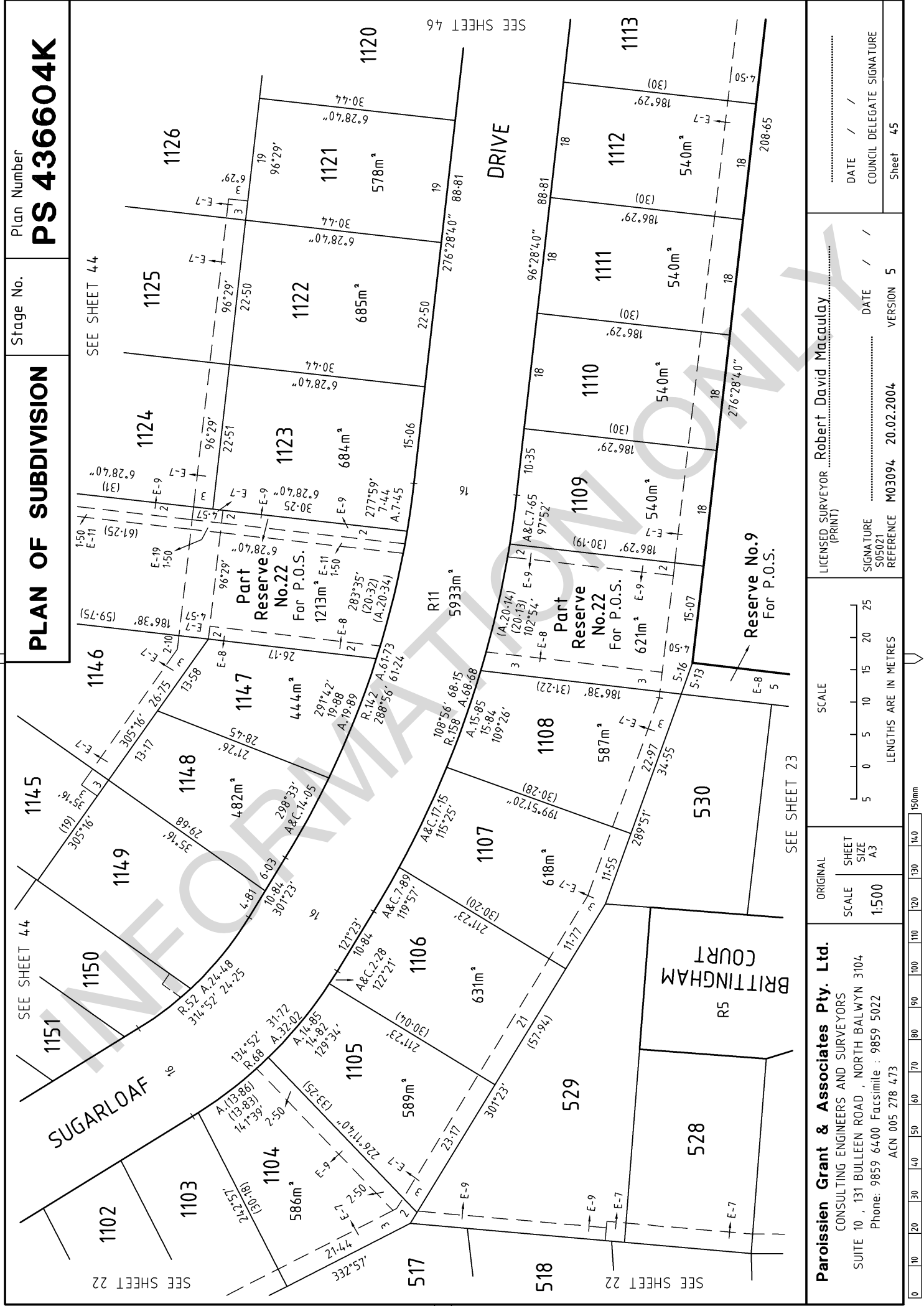
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LENGTHS ARE IN METRES

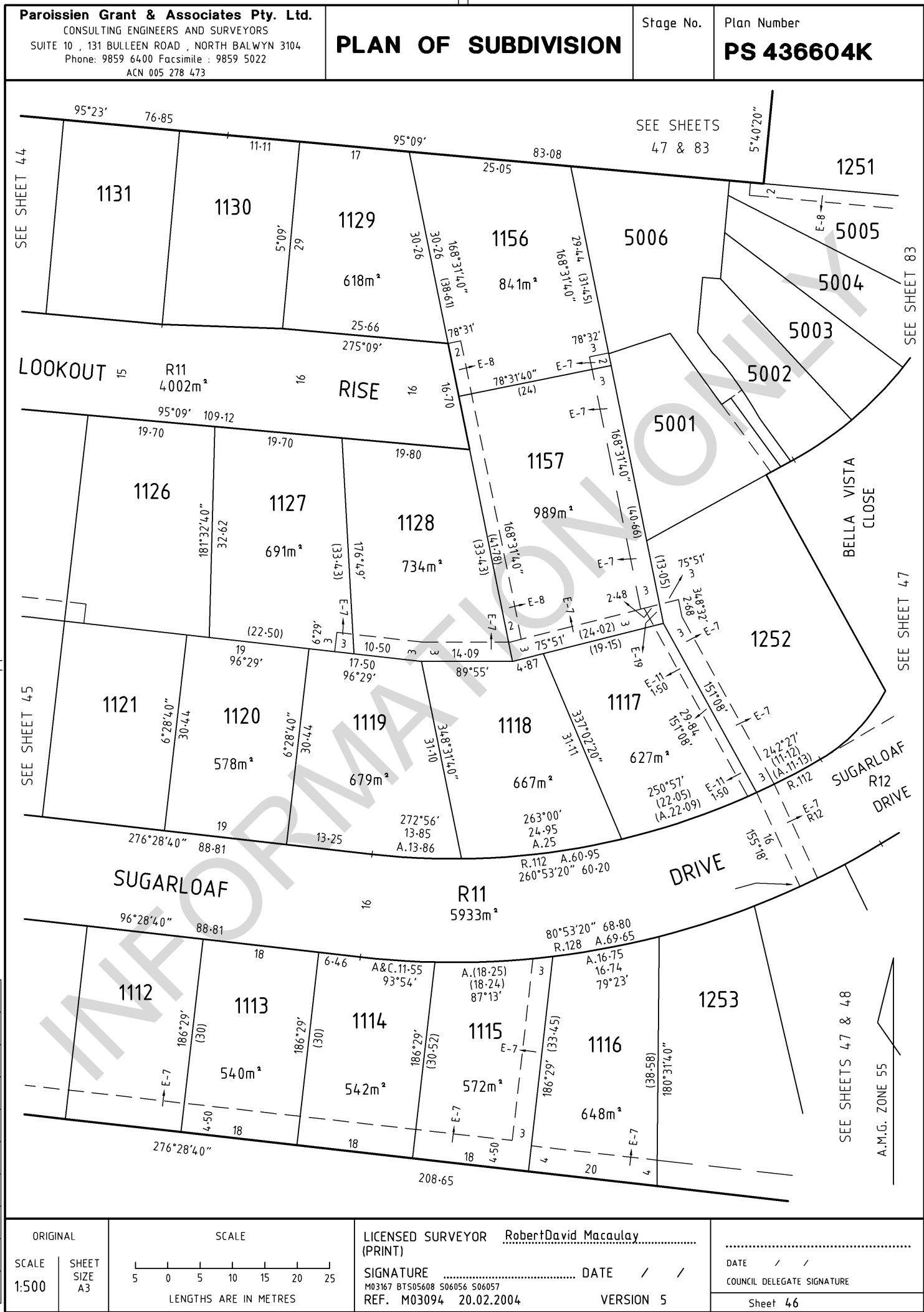


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				S05021 REF. M03094 20.02.2004		Sheet 43	



Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473		ORIGINAL SCALE 1:500 SHEET SIZE A3	SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) Robert David Macaulay SIGNATURE S05031 REFERENCE M03094 20.02.2004	DATE / / COUNCIL DELEGATE SIGNATURE Sheet 44





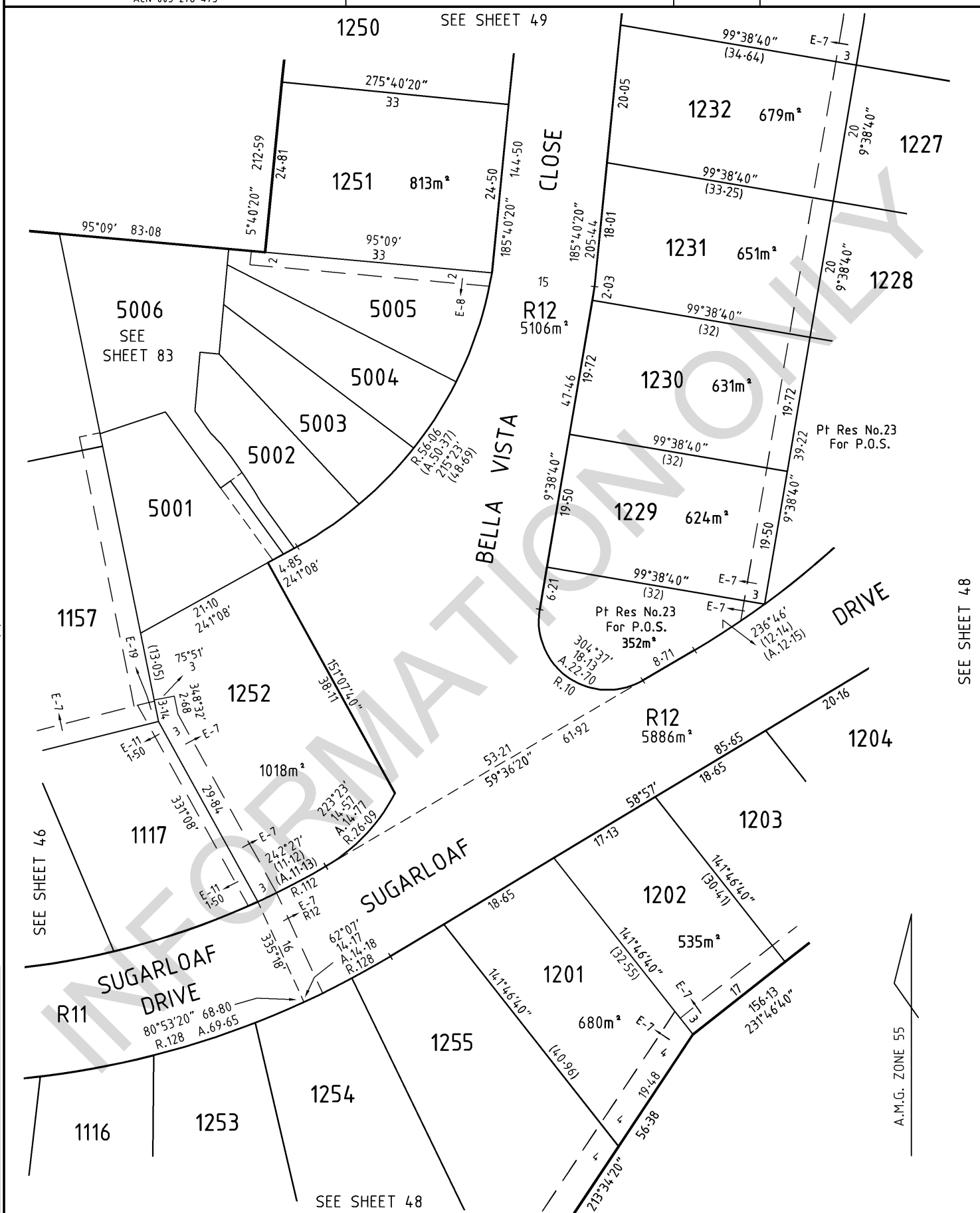
Paroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K



SEE SHEET 48

A.M.G. ZONE 55

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay (PRINT)

SCALE
1:500

SHEET
SIZE
A3

5 0 5 10 15 20 25
LENGTHS ARE IN METRES

SIGNATURE DATE / /
BT505608, S06056, S06057
REF. M03167 18.10.2004

VERSION 6

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 47

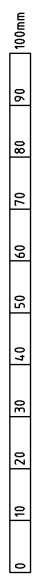
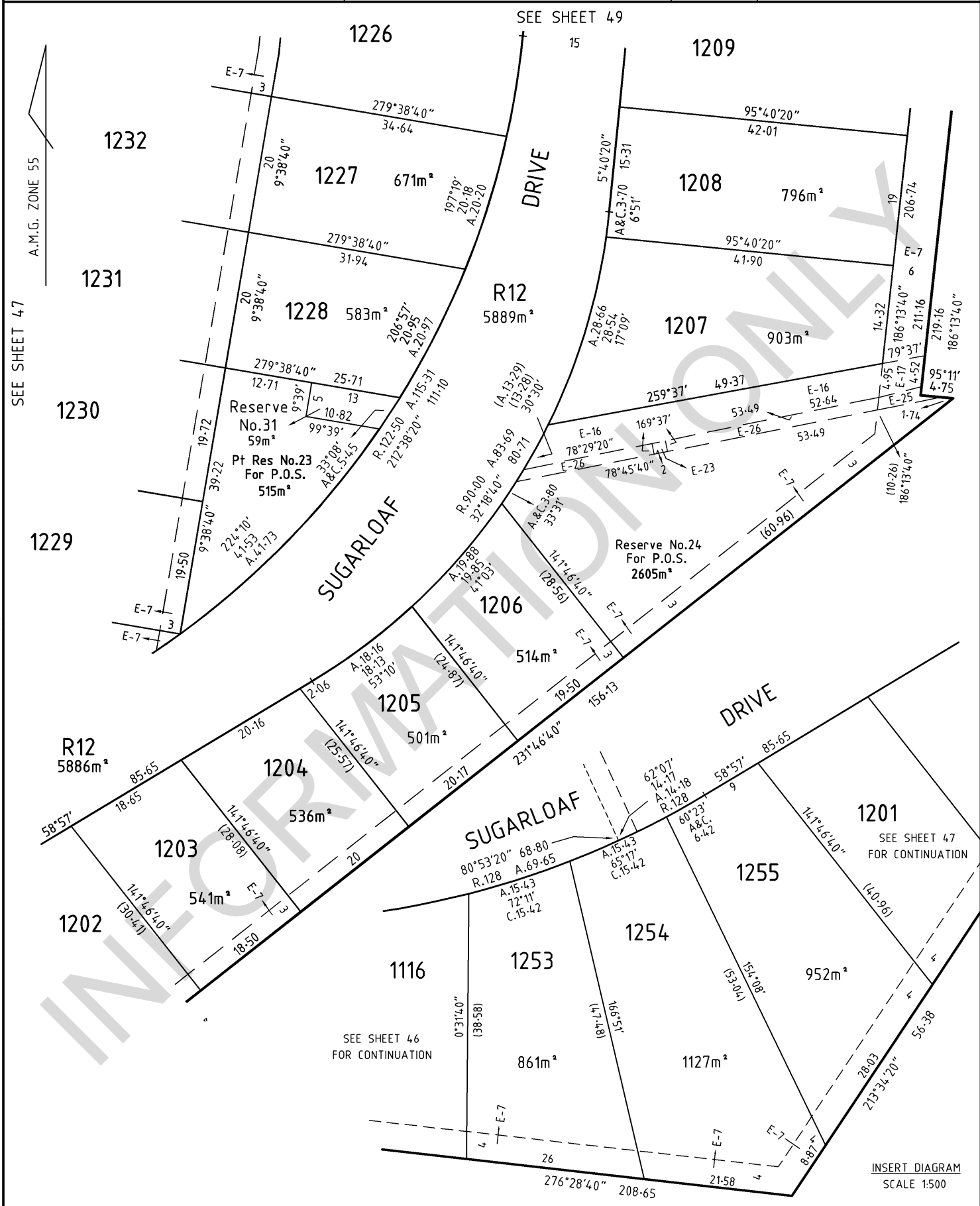
Peroissien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

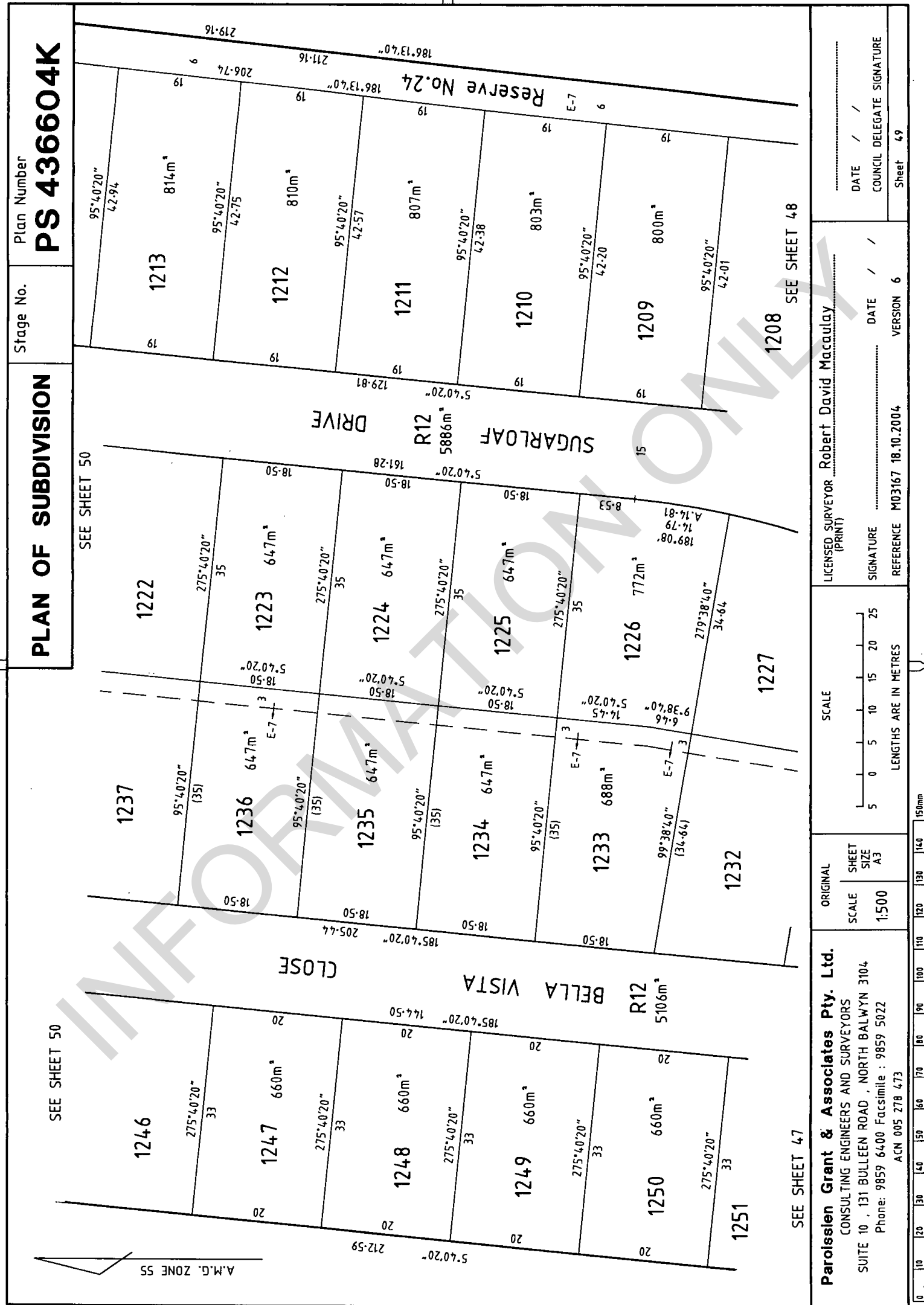
PS 436604K

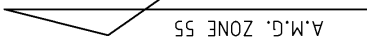


ORIGINAL		SCALE	
SCALE	SHEET SIZE		
1:500	A3	LENGTHS ARE IN METRES	

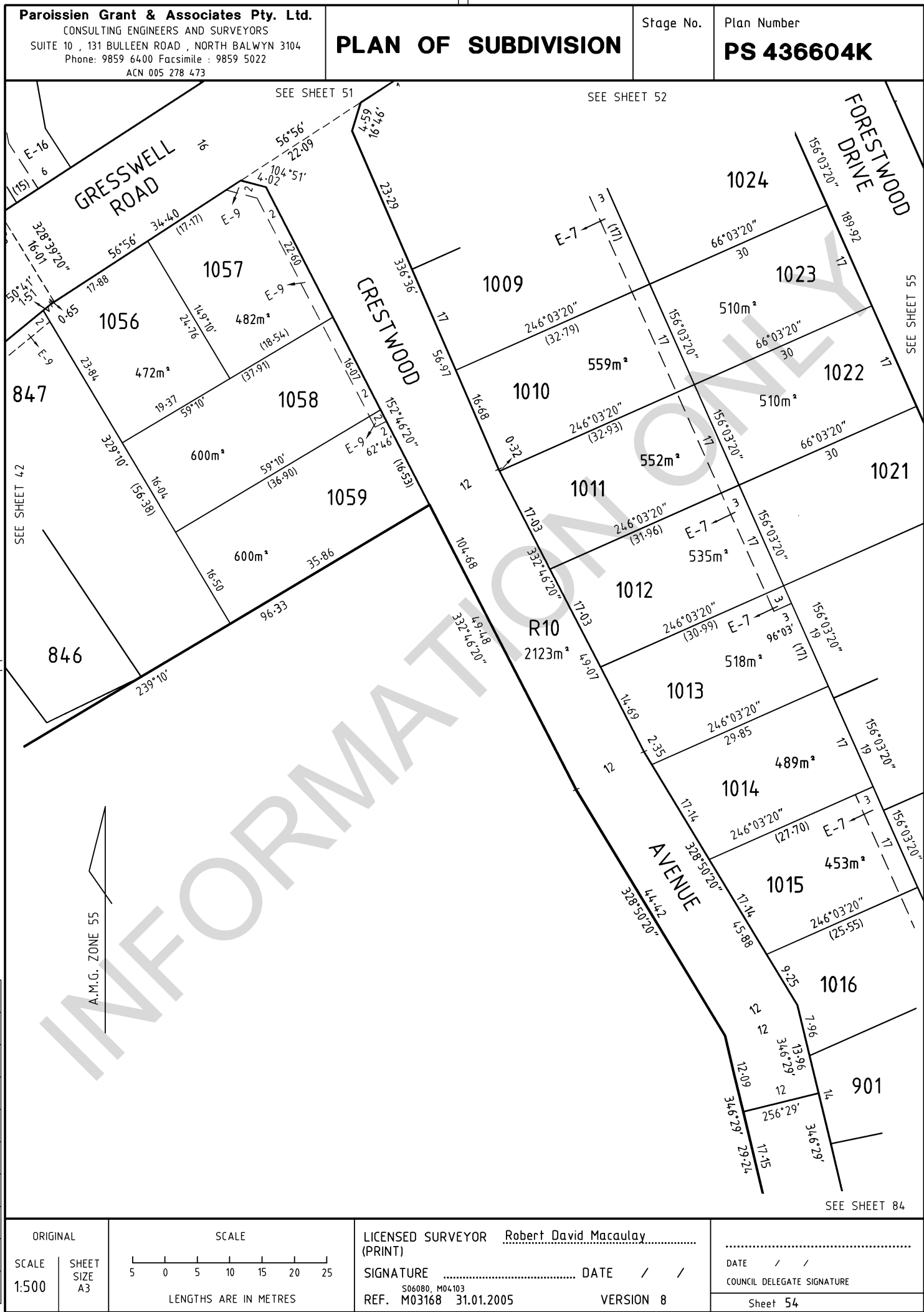
LICENSED SURVEYOR Robert David Macaulay
(PRINT)
SIGNATURE DATE / /
REF. M03167 18.10.2004 VERSION 6

DATE / /
COUNCIL DELEGATE SIGNATURE
Sheet 48

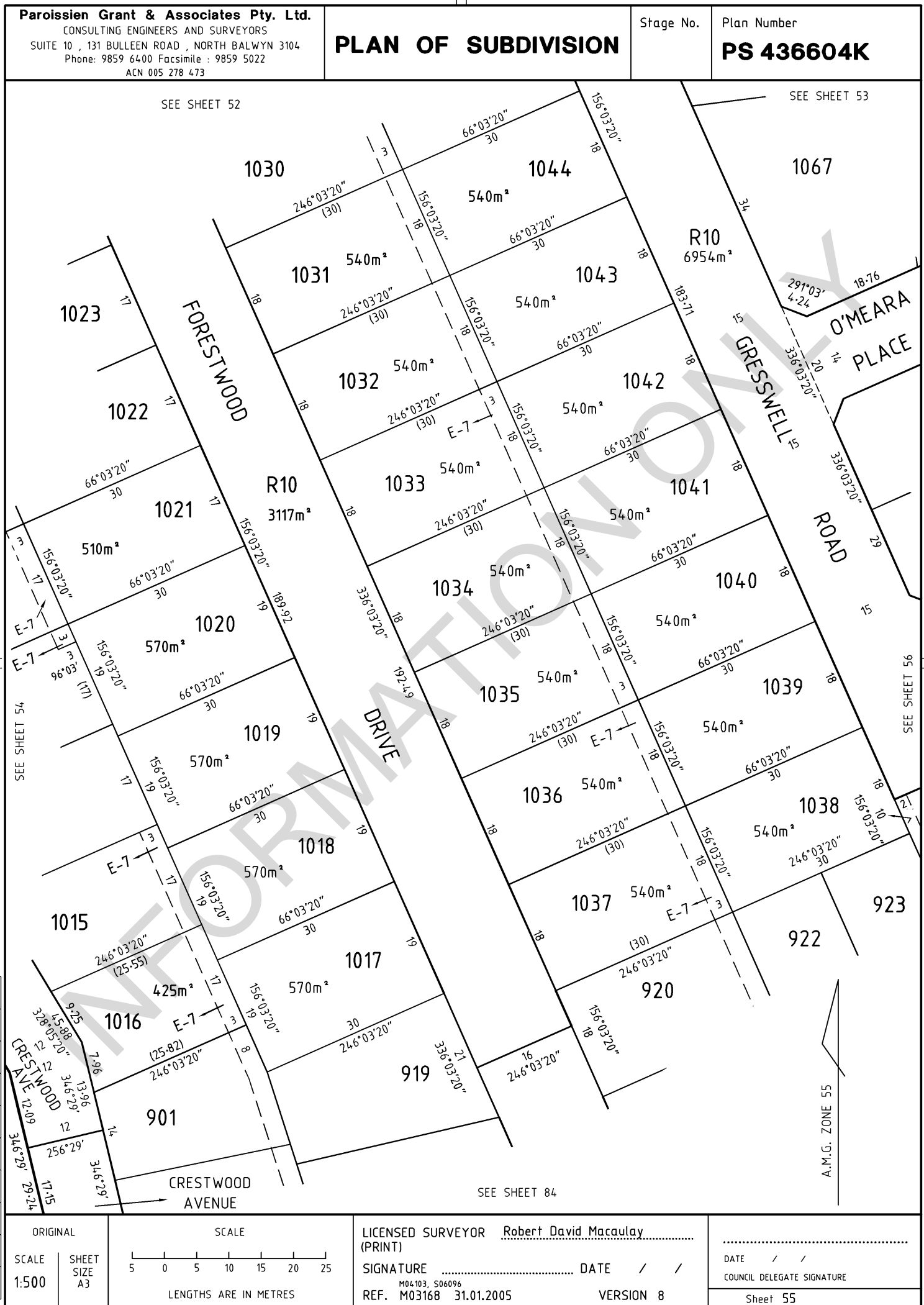


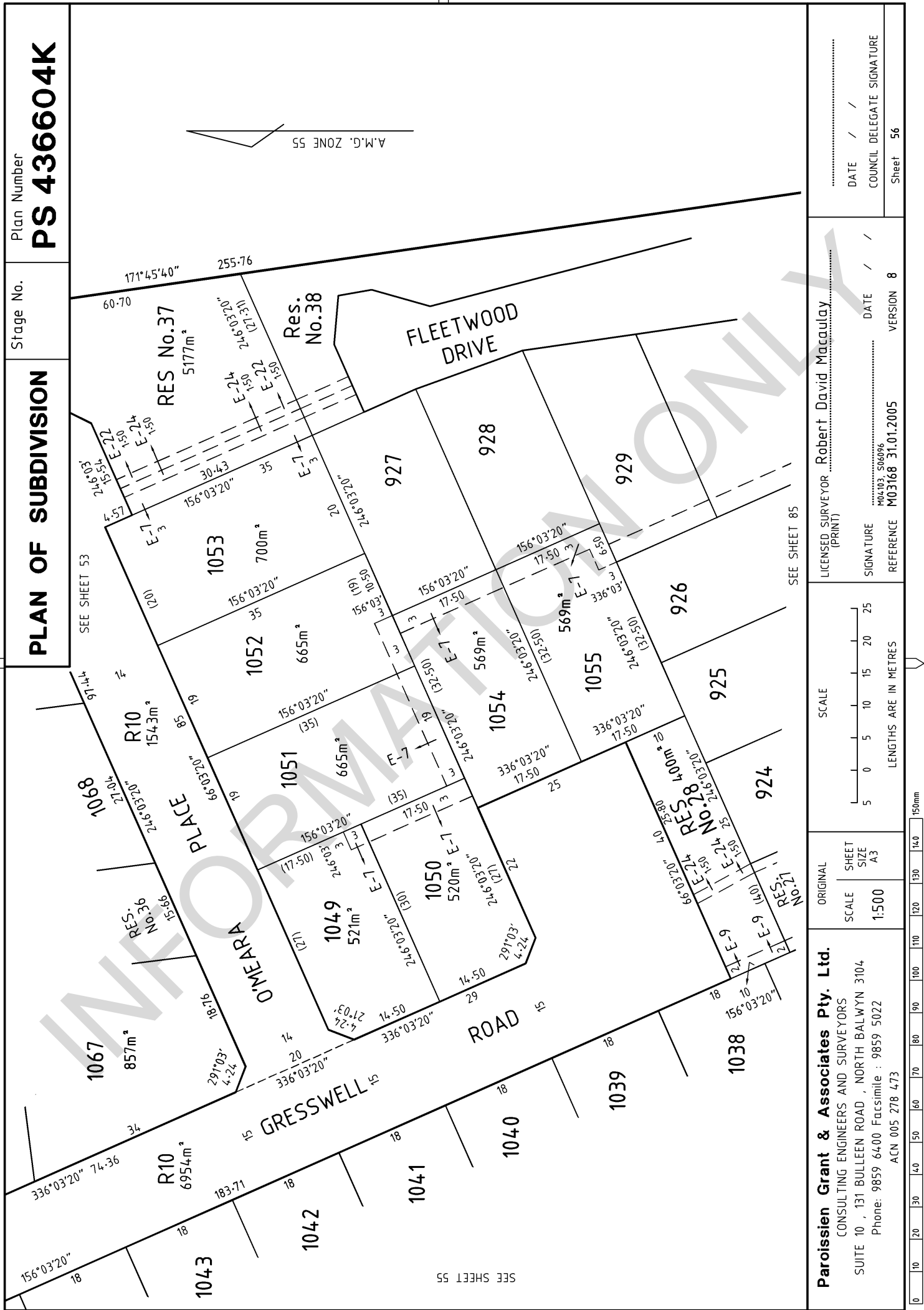


Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473												ORIGINAL SCALE SHEET SIZE A3 1:500		SCALE  LENGTHS ARE IN METRES				LICENSED SURVEYOR (PRINT) Robert David Macaulay				DATE / / COUNCIL DELEGATE SIGNATURE DATE / /				Sheet 53	
REFERENCE M03168 31.01.2005 VERSION 8 SIGNATURE 5060%																											



ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>			
SCALE 1:500	SHEET SIZE A3	 LENGTHS ARE IN METRES		(PRINT)		DATE / / COUNCIL DELEGATE SIGNATURE Sheet 54	
				SIGNATURE			
				DATE / /			
				REF. M03168 31.01.2005		VERSION 8	





Parollan Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

SEE SHEET 7

TERRACE R2 WAY

C.P. No.4

SPRINGTHORPE
BOULEVARD R2

SPRINGTHORPE

BOULEVARD

SEE SHEET 7

A.M.G. ZONE 55

SEE SHEET 8

CYPRESS COURT
R1

20

X

X

C.P. No.4

E

E

E

E

E

E

E

E

E

E

E

E

E

FOR FIRST STOREY DETAILS
SEE DIAGRAM 2 ON SHEET 58

1C

FOR FIRST STOREY DETAILS
SEE DIAGRAM 2 ON SHEET 58

1B

1A

C.P. No.4

WOODLAWN R1
CIRCUIT

GROUND STOREY

Diagram 1

NOTE

C.P. No.4 Denotes Common Property No.4

SEE SHEET 8

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE DATE / /

REF. M03215 25/11/04

VERSION 4

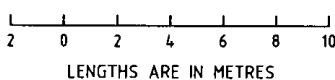
DATE / /

COUNCIL DELEGATE SIGNATURE

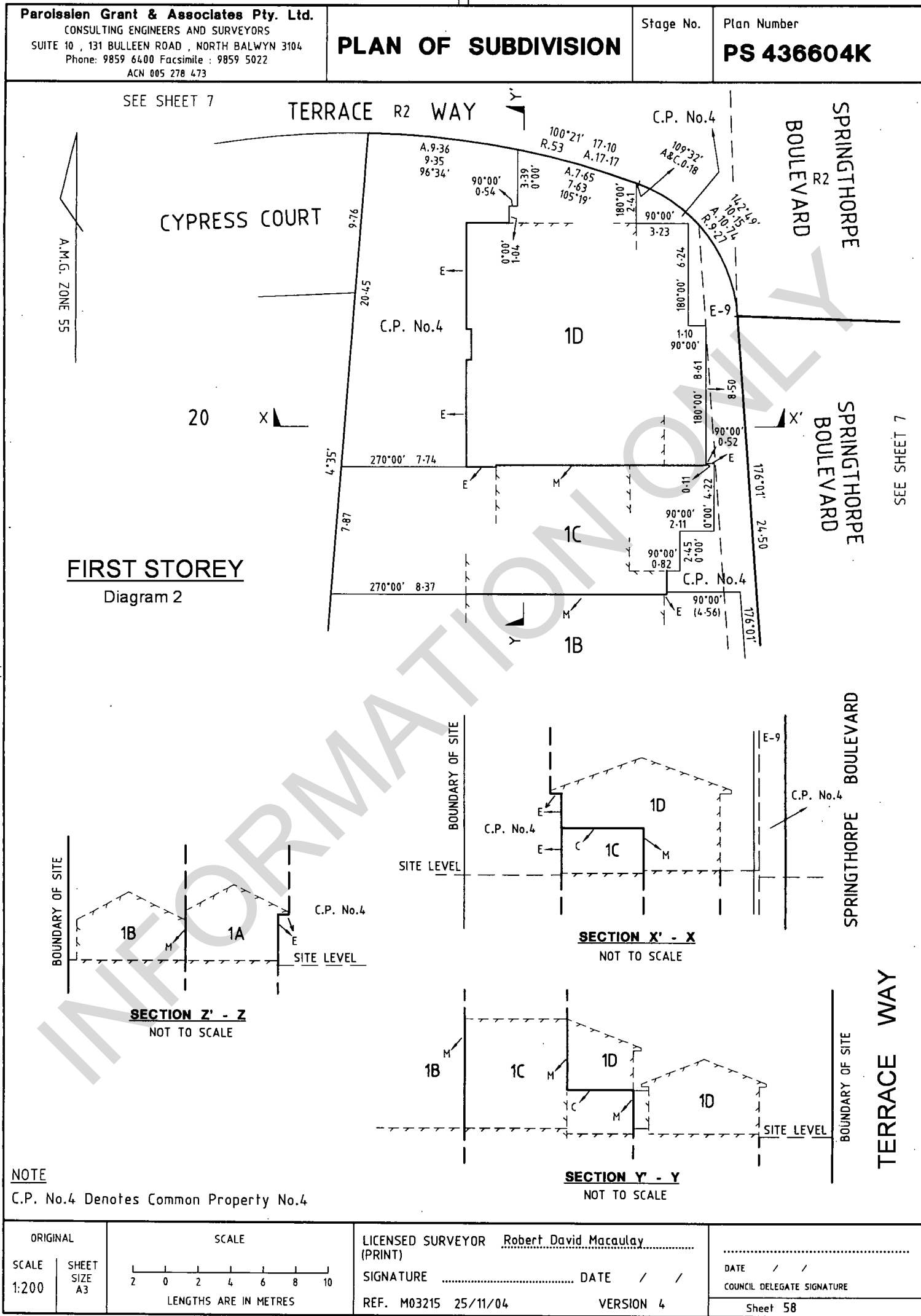
Sheet 57

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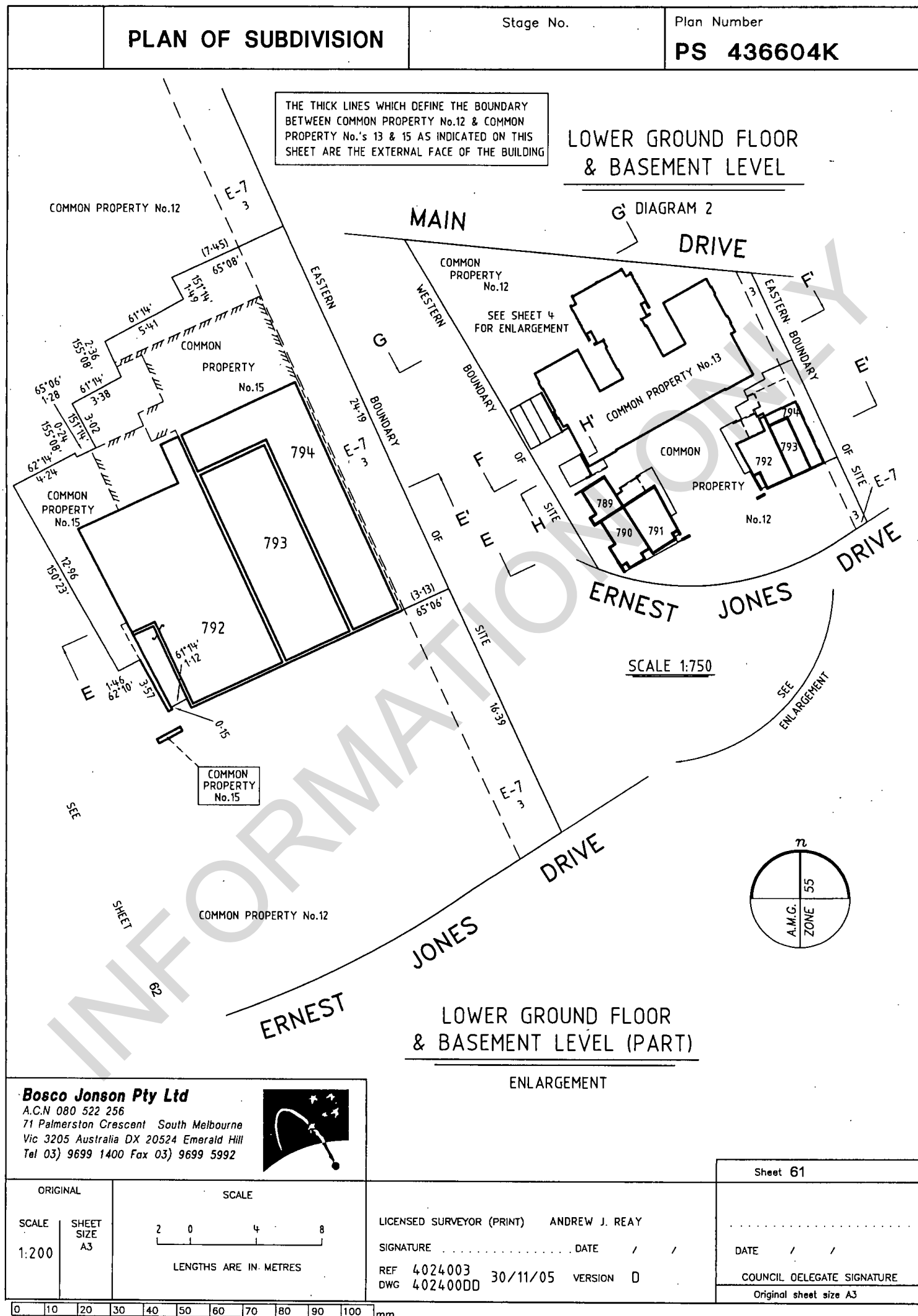
SHEET
SIZE
A3

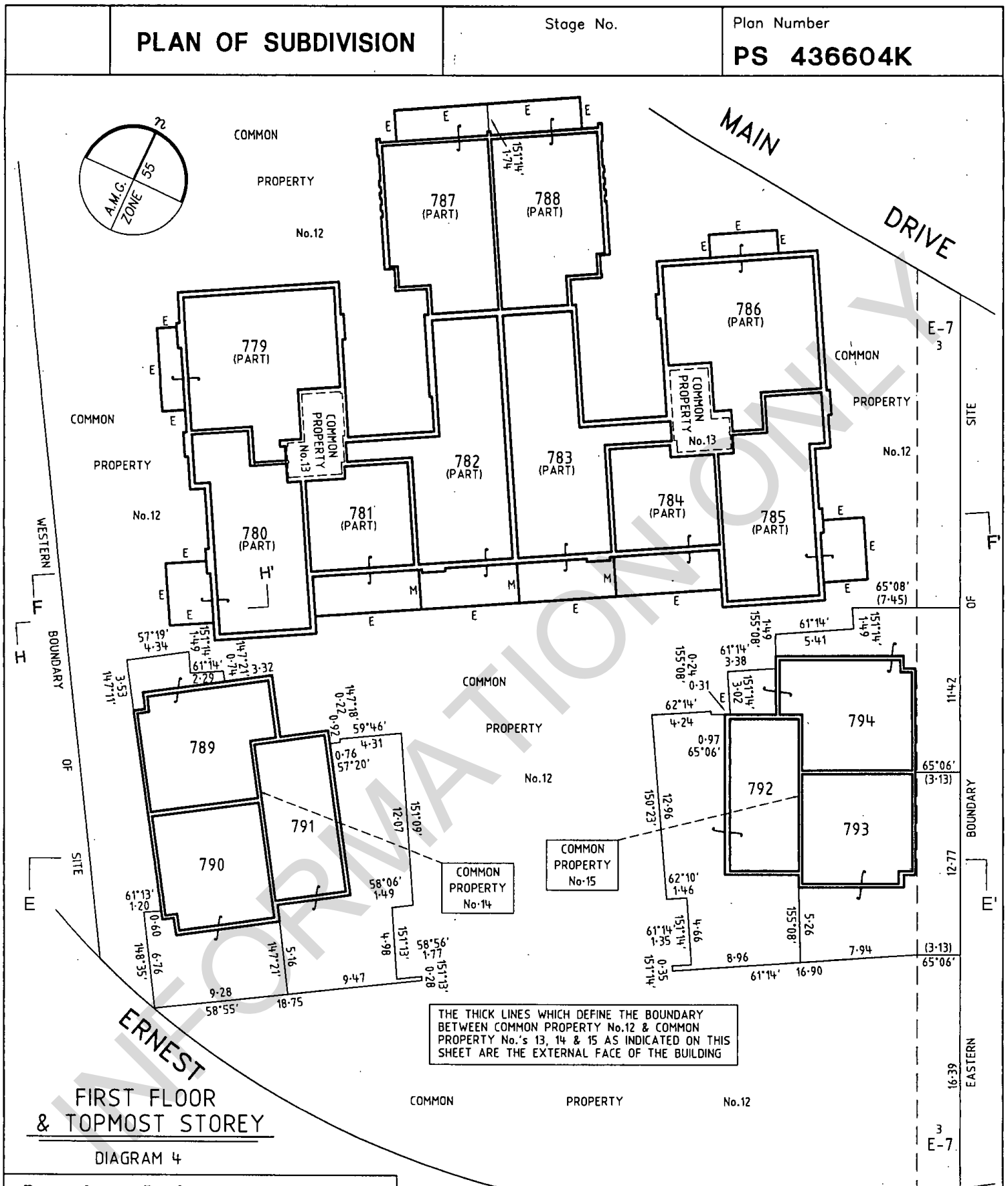


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100mm
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**FIRST FLOOR
& TOPMOST STOREY**

DIAGRAM 4

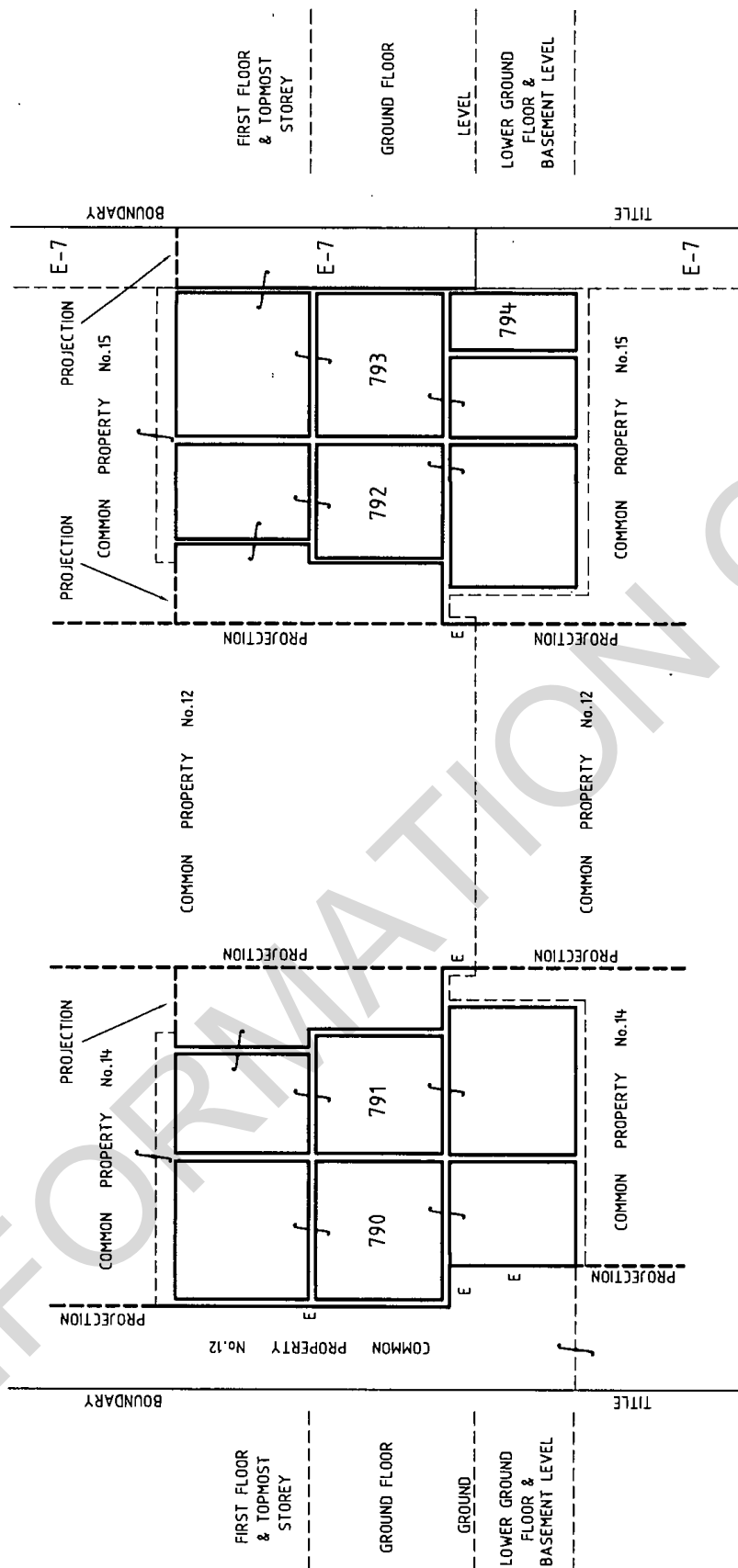
Bosco Jonson Pty Ltd
 A.C.N 080 522 256
 71 Palmerston Crescent South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE DATE / / REF 4024003 30/11/05 VERSION D DWG 402400DD		Sheet 65
SCALE 1:250	SHEET SIZE A3	 LENGTHS ARE IN METRES				DATE / /
						COUNCIL DELEGATE SIGNATURE
						Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
1	1
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65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

PS 436604K



SECTION E-E'

(NOT DRAWN TO SCALE)

Sheet 66

Bosco Jonson Pty Ltd

A.C.N 080 522 256
71 Palmerston Crescent South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE | SHEET SIZE

1:250

SCALE

LENGTHS ARE IN METRES



LICENSED SURVEYOR (PRINT)

ANDREW J. REAY

SIGNATURE DATE

DATE / /

REF 4024003 30/11/05. VERSION D

DWG 402400DD

COUNCIL DELEGATE SIGNATURE

Parolssien Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

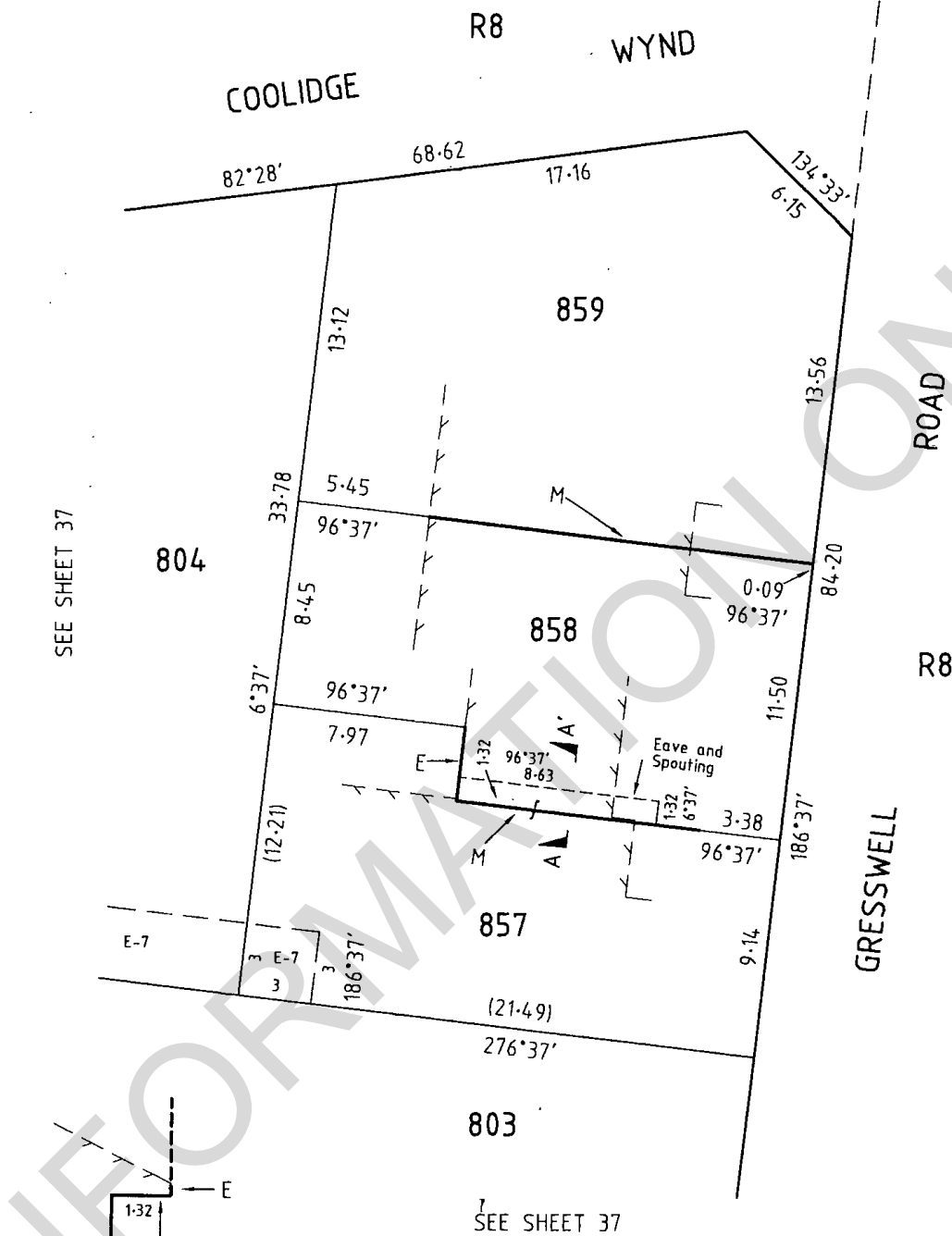
PS 436604K

SEE SHEET 37

A.M.G. ZONE 55

SEE SHEET 37

SEE SHEET 37



857

858

SECTION A-A'
NOT TO SCALE

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

DATE / /
COUNCIL DELEGATE SIGNATURE

SCALE
1:200

SHEET
SIZE
A3

2 0 2 4 6 8 10

LENGTHS ARE IN METRES

SIGNATURE DATE / /

REF. M04171 18/05/05

VERSION 3

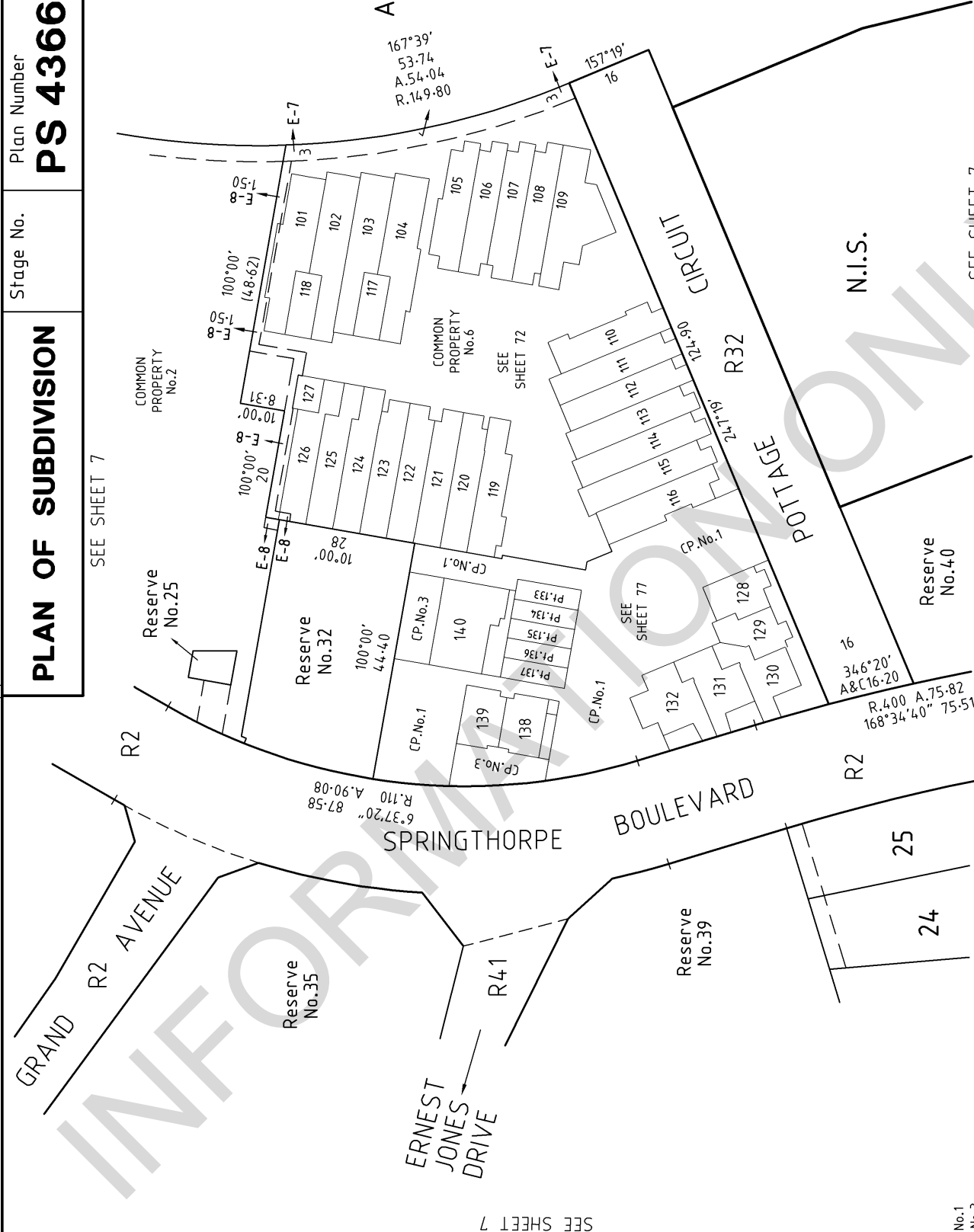
Sheet 68

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K



SEE SHEET 7

SEE SHEET 6

NOTES

CP.No.1 DENOTES COMMON PROPERTY No.1
CP.No.3 DENOTES COMMON PROPERTY No.3

CP.No.1 DENOTES COMMON PROPERTY No.1
CP.No.3 DENOTES COMMON PROPERTY No.3

Paroissien Grant & Associates Pty. Ltd.

Design Group & Associates Inc.
CONSULTING ENGINEERS AND SURVEYORS

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Phone: 9859 6400 Facsimile : 9859 5022

ACN 005 278 473

ORIGINAL	SHEET SIZE A3	
SCALE 1:750		

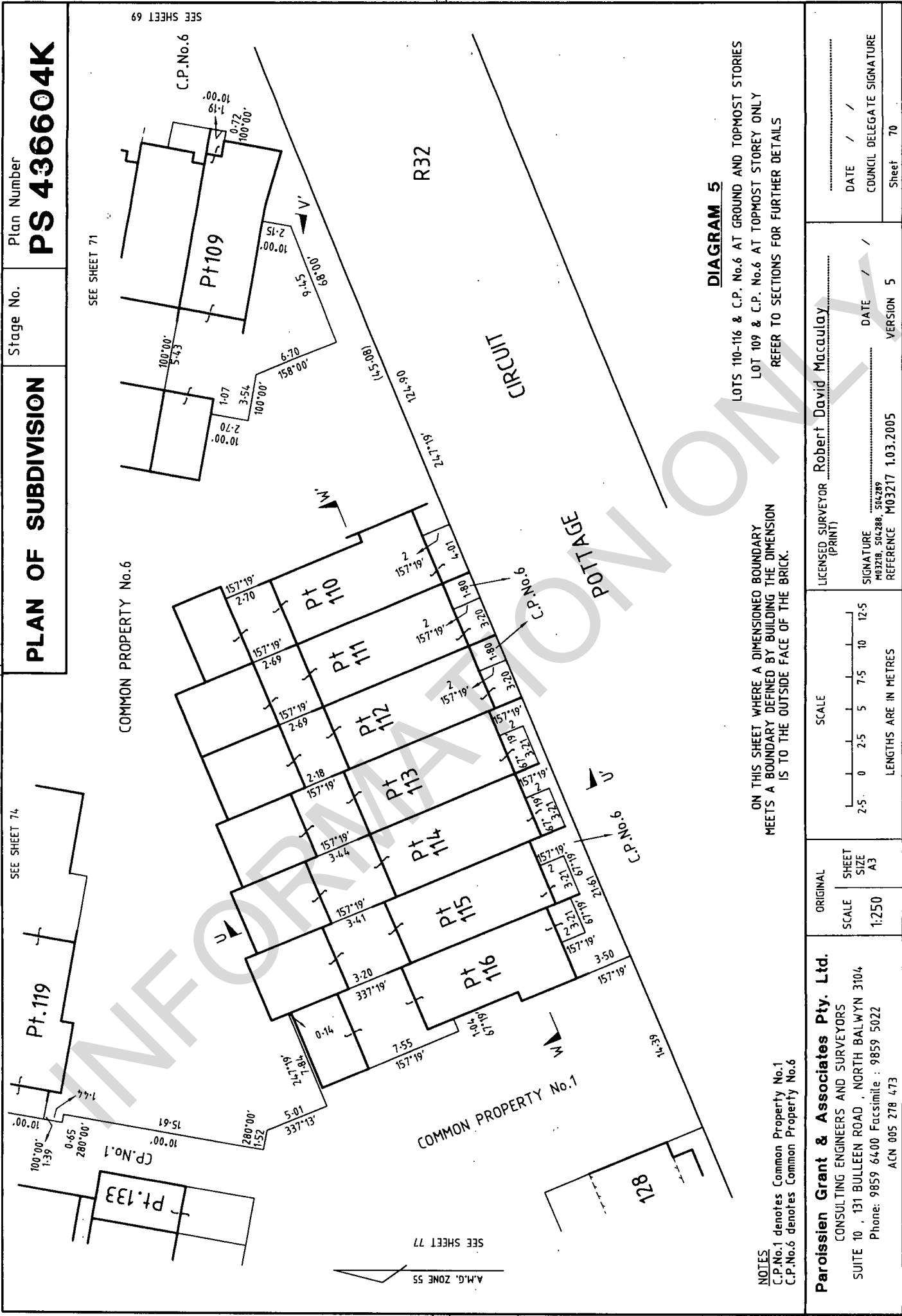
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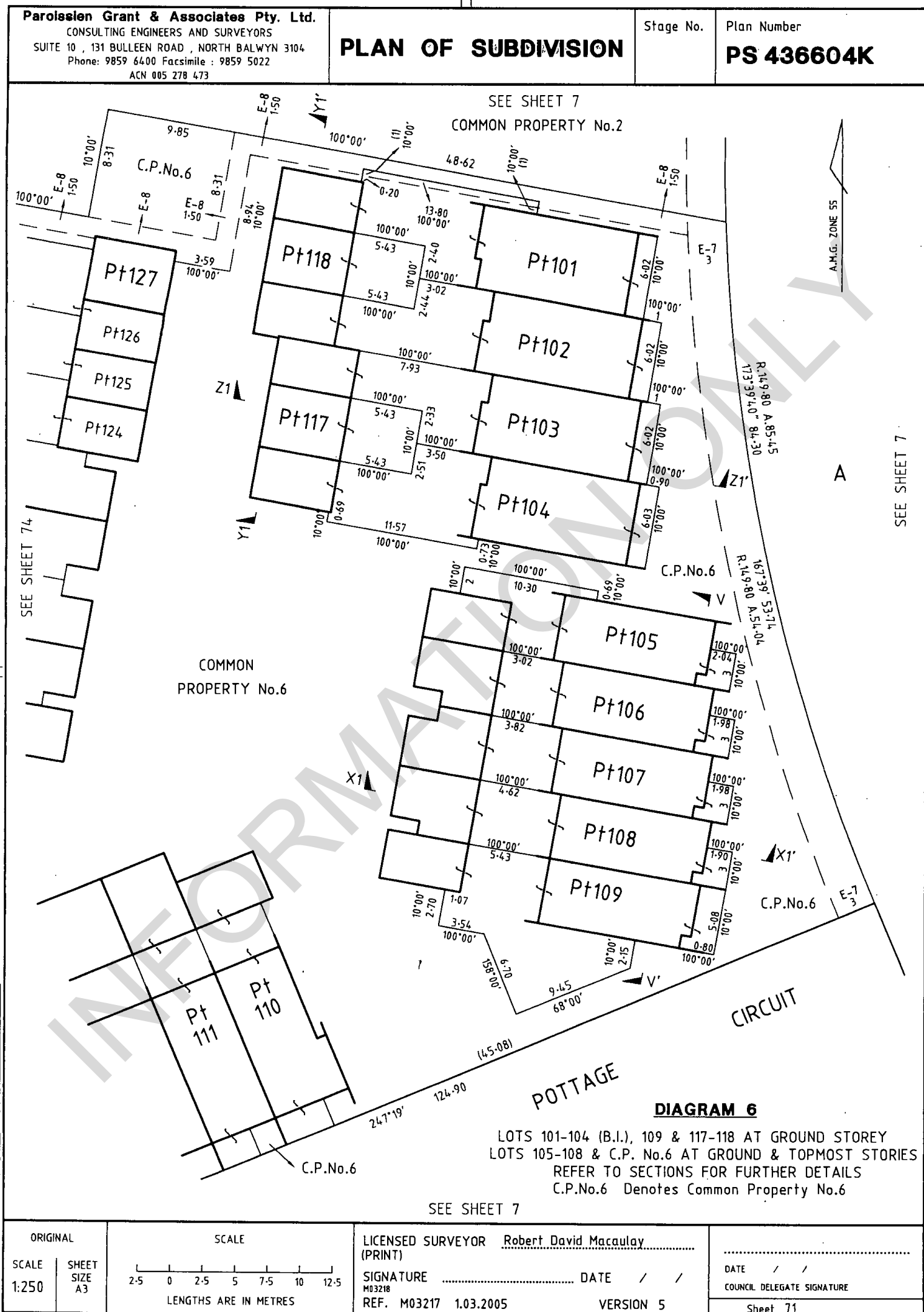
LENGTHS ARE IN METRES

0mm

LICENSED SURVEYOR
 (PRINT) Robert David Macaulay
 SIGNATURE DATE / /
 M03218 S04288 S04289 S04249 M04009 S09044
 REFERENCE M03217 1.03.2005 VERSION 5

***** DATE / / COUNCIL DELEGATE SIGNATURE	Sheet 69





ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>			
SCALE	SHEET SIZE A3			(PRINT)		DATE / /	
1:250		LENGTHS ARE IN METRES		SIGNATURE		COUNCIL DELEGATE SIGNATURE	
				M3218		Sheet 72	
				REF. M03217 1.03.2005		VERSION 5	

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CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile : 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

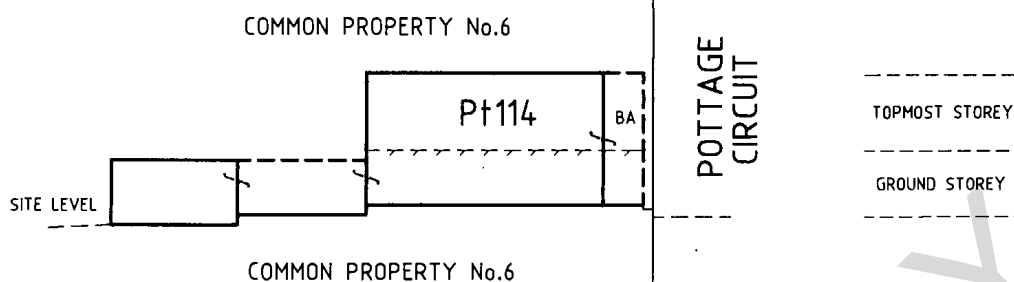
Stage No.

Plan Number

PS 436604K

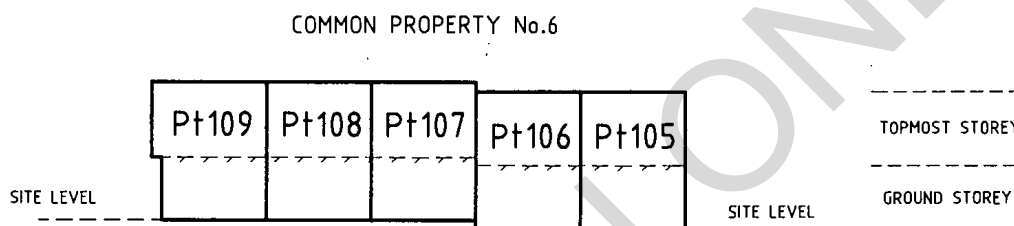
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Not to scale
TYPICAL SECTION
LOTS 110-116



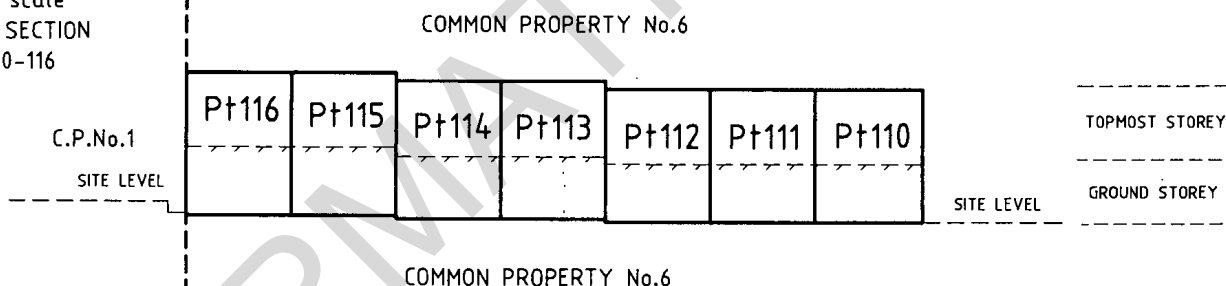
SECTION V-V'

Not to scale
TYPICAL SECTION
LOTS 105-109



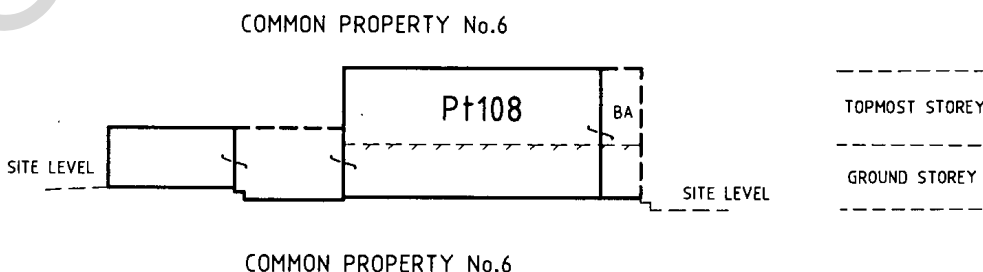
SECTION W-W'

Not to scale
TYPICAL SECTION
LOTS 110-116



SECTION X1-X1'

Not to scale
TYPICAL SECTION
LOTS 105-109



NOTES

- C.P.No.1 Denotes Common Property No.1
- C.P.No.6 Denotes Common Property No.6
- BA Denotes Balcony

ORIGINAL		SCALE		LICENSED SURVEYOR <u>Robert David Macaulay</u>		DATE / /	
SCALE	SHEET	NOT TO SCALE		SIGNATURE	DATE	COUNCIL DELEGATE SIGNATURE	
1:250	SIZE A3	LENGTHS ARE IN METRES		M03218, S04288, S04289 REF. M03217 1.03.2005	VERSION 5	Sheet 73	

Parolsson Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
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Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

SEE SHEET 7

COMMON
PROPERTY
No.2

Pt126

A.M.G. ZONE 55

Reserve
No.32

CP.No.3

140

CP.No.1

Pt.133

COMMON
PROPERTY No.1

C.P.No.6

COMMON PROPERTY No.6

SEE SHEET 70

DIAGRAM 8

LOTS 119-127 (B.I.), AND COMMON PROPERTY No.6,
AT GROUND STOREY.

REFER TO SECTIONS FOR FURTHER DETAILS
C.P.No.1 denotes Common Property No.1
C.P.No.3 denotes Common Property No.3
C.P.No.6 denotes Common Property No.6

ORIGINAL

SCALE

SCALE
1:250

SHEET
SIZE
A3

2.5 0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE DATE / /
M03217, S04289
REF. M03218 8.03.2005 VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 74

LENGTHS ARE IN METRES

Paroselen Grant & Associates Pty. Ltd.
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ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

SECTION S-S'

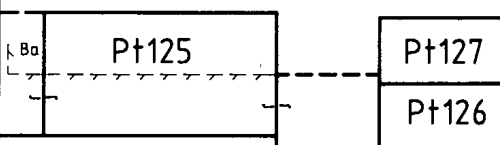
Not to scale
TYPICAL SECTION
LOTS 124-127

Reserve
No. 32

SITE LEVEL

BOUNDARY OF SITE

COMMON PROPERTY No.6



C.P.No.6

SITE LEVEL

TOPMOST STOREY

GROUND STOREY

COMMON PROPERTY No.6

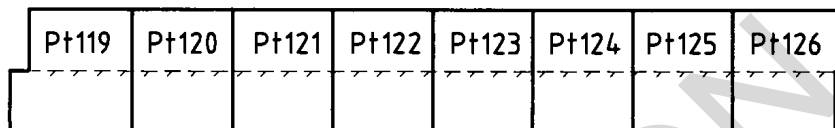
SECTION T-T'

Not to scale
LOTS 119-126

COMMON PROPERTY No.6

C.P.No.6

SITE LEVEL



C.P.No.2

SITE LEVEL

TOPMOST STOREY

GROUND STOREY

COMMON PROPERTY No.6

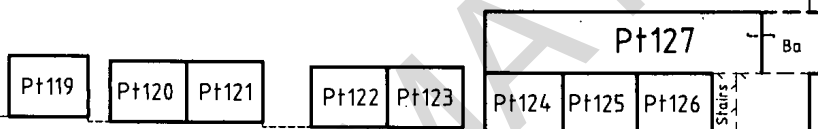
SECTION R-R'

Not to scale
LOTS 124-127

COMMON PROPERTY No.6

C.P.No.6

SITE LEVEL



C.P.No.6

SITE LEVEL

C.P.No.2

TOPMOST STOREY

GROUND STOREY

COMMON PROPERTY No.6

SECTION Q-Q'

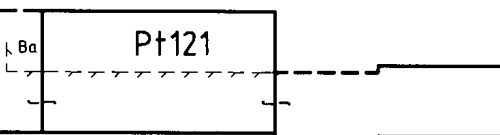
Not to scale
TYPICAL SECTION
LOTS 119-123

C.P.No.1

SITE LEVEL

BOUNDARY OF SITE

COMMON PROPERTY No.6



C.P.No.6

SITE LEVEL

TOPMOST STOREY

GROUND STOREY

COMMON PROPERTY No.6

NOTES

- C.P.No.1 Denotes Common Property No.1
- C.P.No.6 Denotes Common Property No.6
- BA Denotes Balcony

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay

(PRINT) SIGNATURE DATE / /

504288, 504289
REF. M03218 08.03.2005

VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 76

SCALE
1:250

SHEET
SIZE
A3

NOT TO SCALE

LENGTHS ARE IN METRES

100mm
90
80
70
60
50
40
30
20
10
0

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

Paroissien Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS

SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

Phone: 9859 6400 Facsimile: 9859 5022

ACN 005 278 473

SPRINGTHORPE
BOULEVARD

SPRINGTHORPE
BOULEVARD

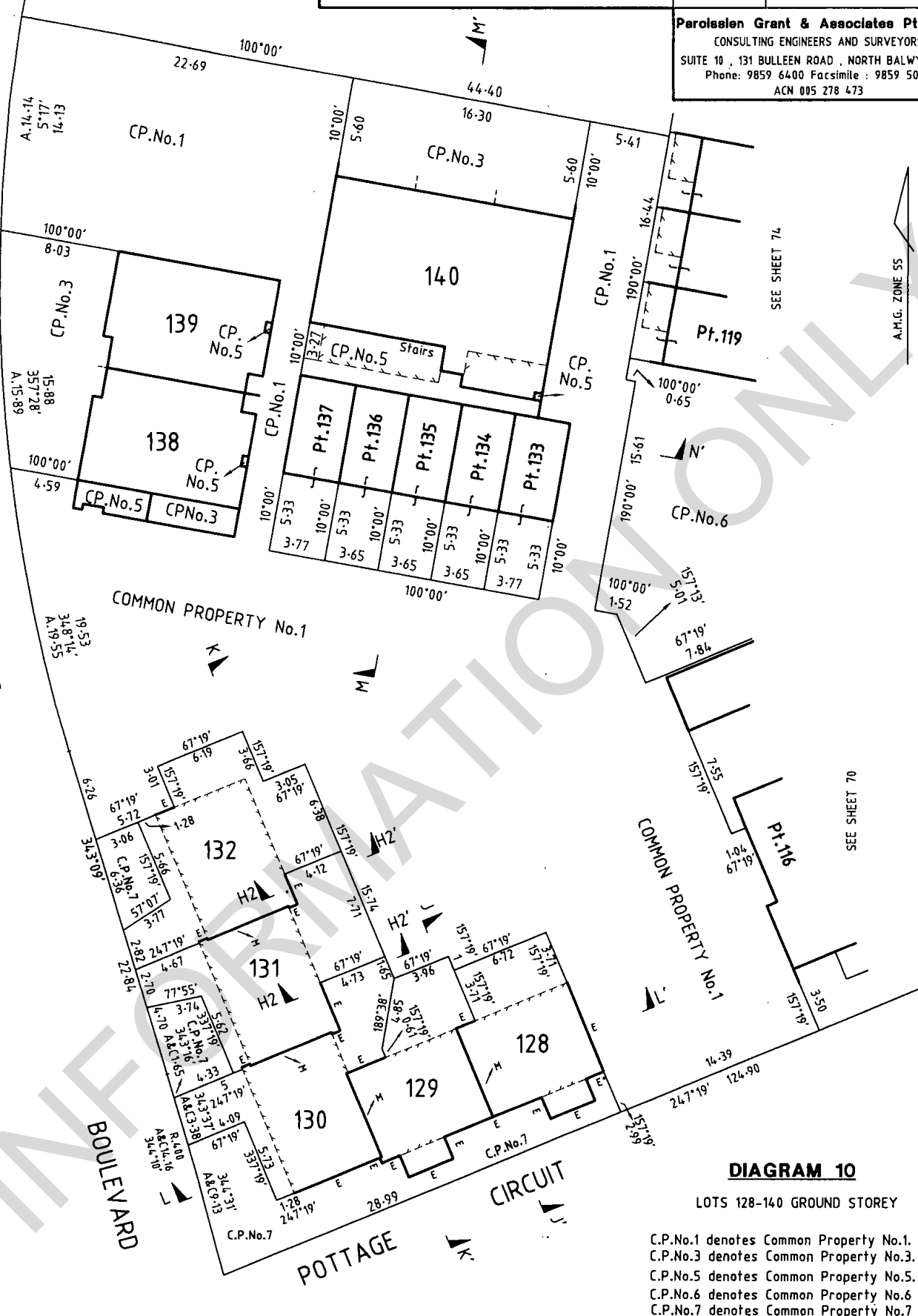


DIAGRAM 10

LOTS 128-140 GROUND STOREY

C.P.No.1 denotes Common Property No.1.
C.P.No.3 denotes Common Property No.3.
C.P.No.5 denotes Common Property No.5.
C.P.No.6 denotes Common Property No.6.
C.P.No.7 denotes Common Property No.7.

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE DATE / /

504289,
REF. S04289 20.03.2006

VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 77

SCALE
1:250

SHEET
SIZE
A3

2.5 0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

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SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104

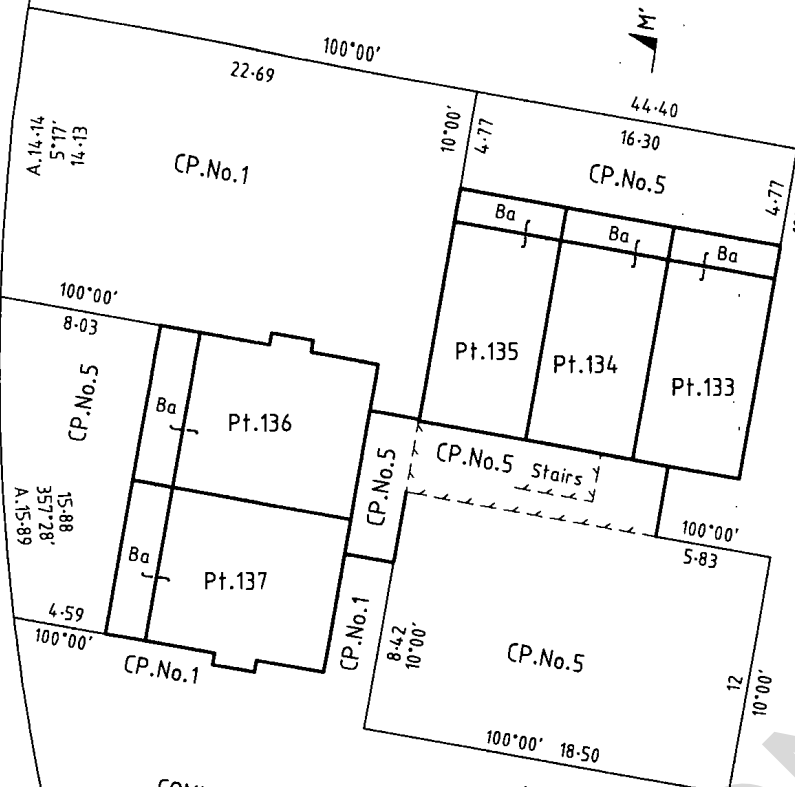
Phone: 9859 6400 Facsimile: 9859 5022

ACN 005 278 473

SPRINGTHORPE
BOULEVARD



R.110
A.90.08
6.37.20
87.58



COMMON PROPERTY No.1

SPRINGTHORPE
BOULEVARD

SPRINGTHORPE
BOULEVARD

POTTAGE
CIRCUIT

SEE SHEET 75

SEE SHEET 70

A.M.G. ZONE 55

DIAGRAM 11

LOTS 128-137 FIRST STOREY

C.P.No.1 denotes Common Property No.1.

C.P.No.3 denotes Common Property No.3.

C.P.No.7 denotes Common Property No.7.

Ba denotes Balcony.

ORIGINAL

SCALE

SCALE
1:250

SHEET
SIZE
A3

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

LICENSED SURVEYOR Robert David Macaulay

(PRINT)

SIGNATURE DATE / /

504288

REF. 504289 20.03.2006

VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 78

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

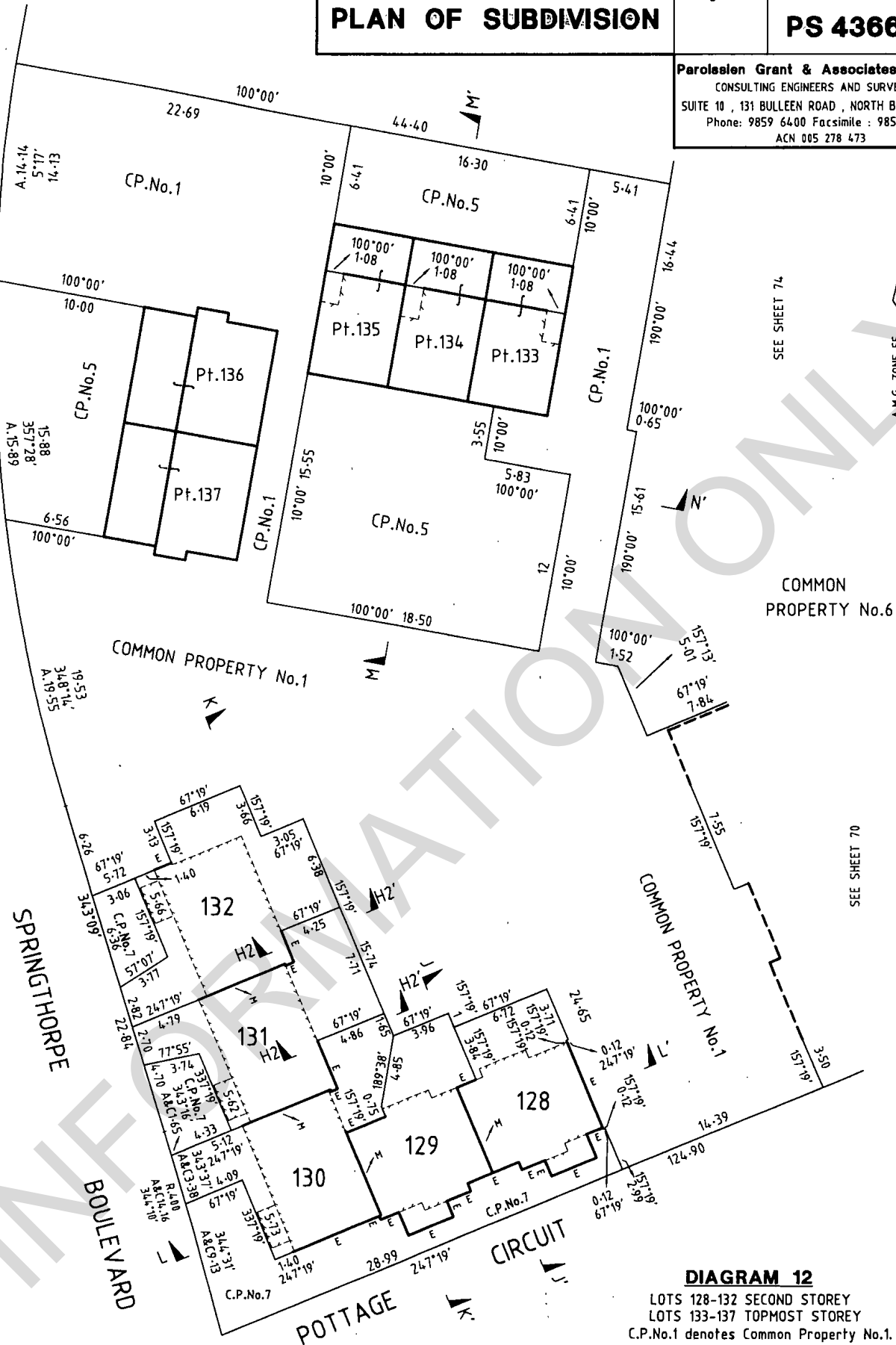
Paroleesen Grant & Associates Pty. Ltd.

CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

SPRINGTHORPE
BOULEVARD



R.110
A.90.08
6.37.20
87.58



SEE SHEET 74

A.M.G. ZONE 55

COMMON
PROPERTY No.6

SEE SHEET 70

DIAGRAM 12

LOTS 128-132 SECOND STOREY
LOTS 133-137 TOPMOST STOREY
C.P.No.1 denotes Common Property No.1
C.P.No.5 denotes Common Property No.5
C.P.No.7 denotes Common Property No.7

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE _____ DATE / /

584289

REF. S04288 22.03.2006

VERSION 3

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 79

SCALE
1:250

SHEET
SIZE
A3

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LENGTHS ARE IN METRES

PLAN OF SUBDIVISION

Stage No.

Plan Number

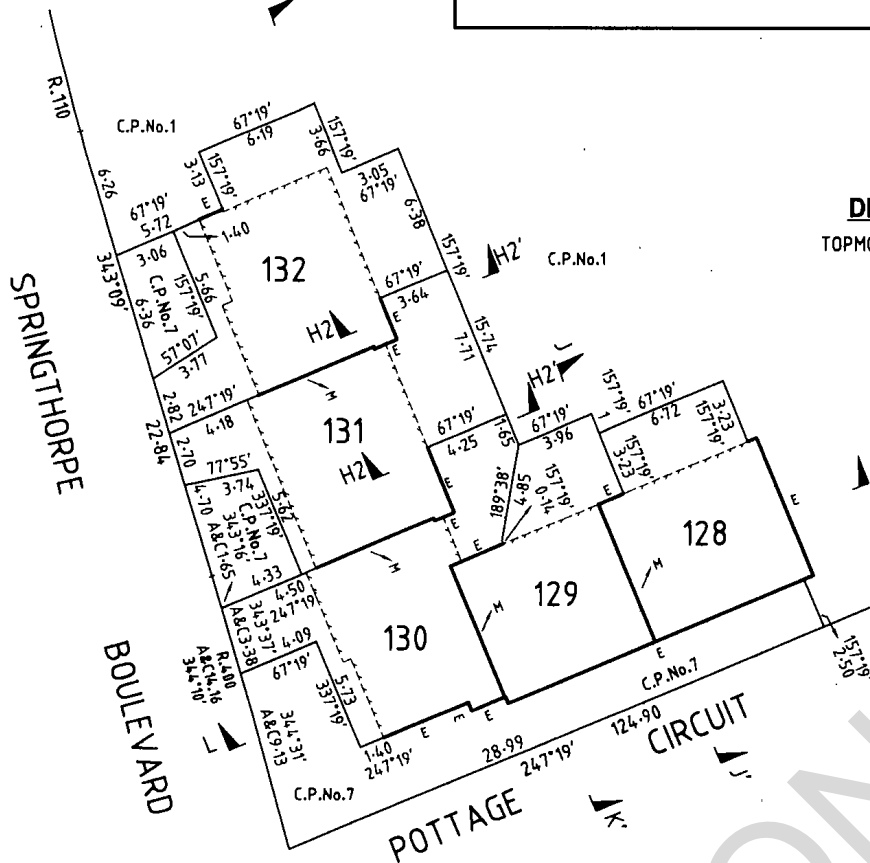
PS 436604K

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Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

DIAGRAM 13

TOPMOST STOREY (ROOF)
LOTS 128-132

A.M.G. ZONE 55

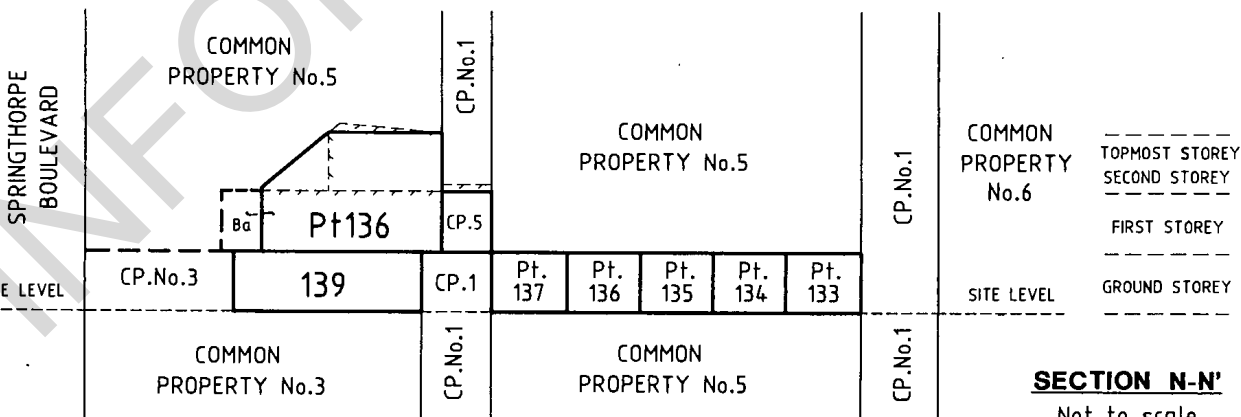
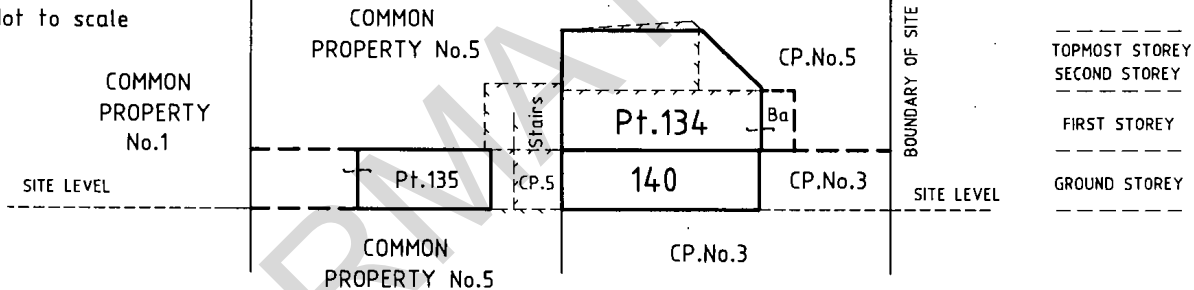


NOTES

C.P.No.1 denotes Common Property No.1
C.P.No.3 denotes Common Property No.3
C.P.No.5 denotes Common Property No.5
C.P.No.7 denotes Common Property No.7

SECTION M-M'

Not to scale



SECTION N-N'

Not to scale

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE _____ DATE / /

REF. S04288 22.03.2006

VERSION 3

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 80

SCALE
1:250

SHEET
SIZE
A3

2.5 0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

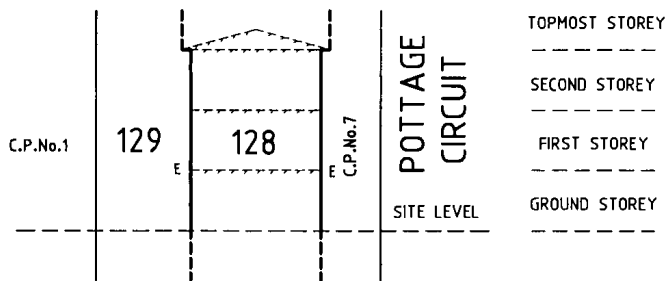
PLAN OF SUBDIVISION

Stage No.

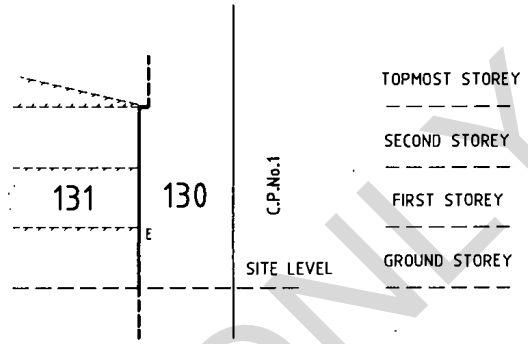
Plan Number

PS 436604K

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CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile: 9859 5022
ACN 005 278 473

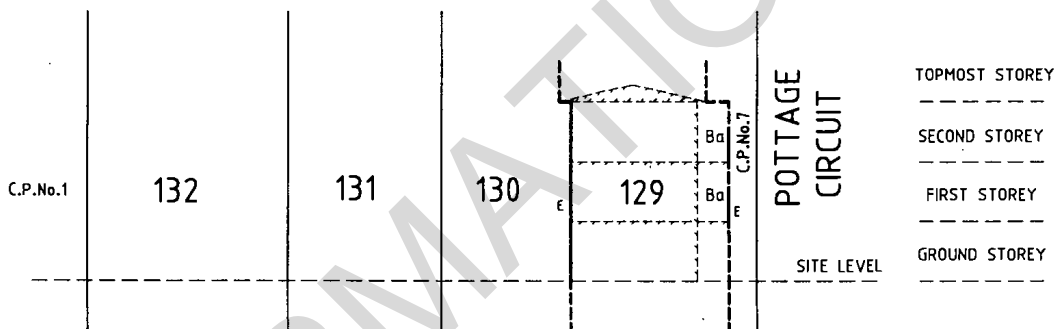


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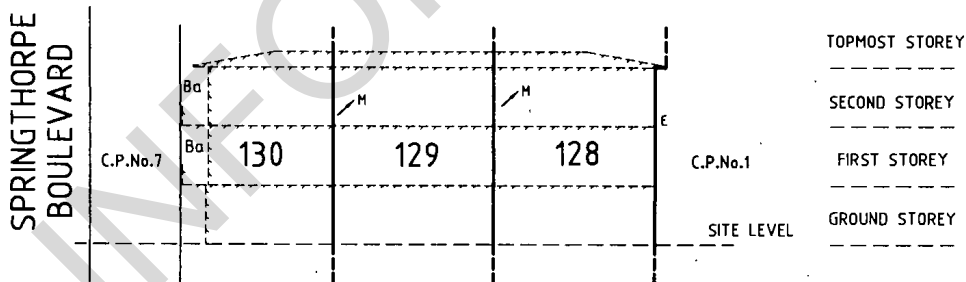


SECTION H2-H2'

TYPICAL FOR LOTS 131-130 & 132-131



SECTION K-K'



SECTION L-L'

NOTES

C.P.No.1 denotes Common Property No.1.
C.P.No.7 denotes Common Property No.7.
Ba denotes Balcony.

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE DATE / /

REF. S04288 22.03.2006

VERSION 3

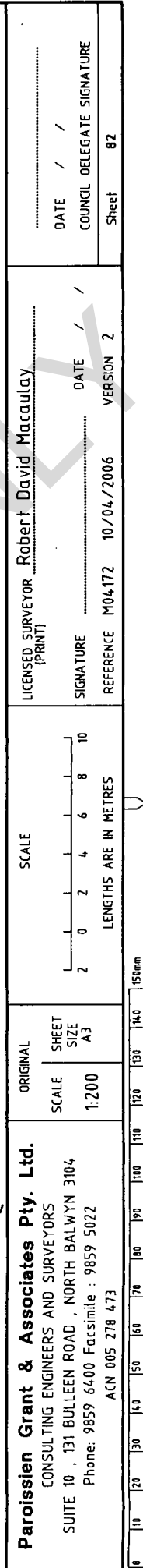
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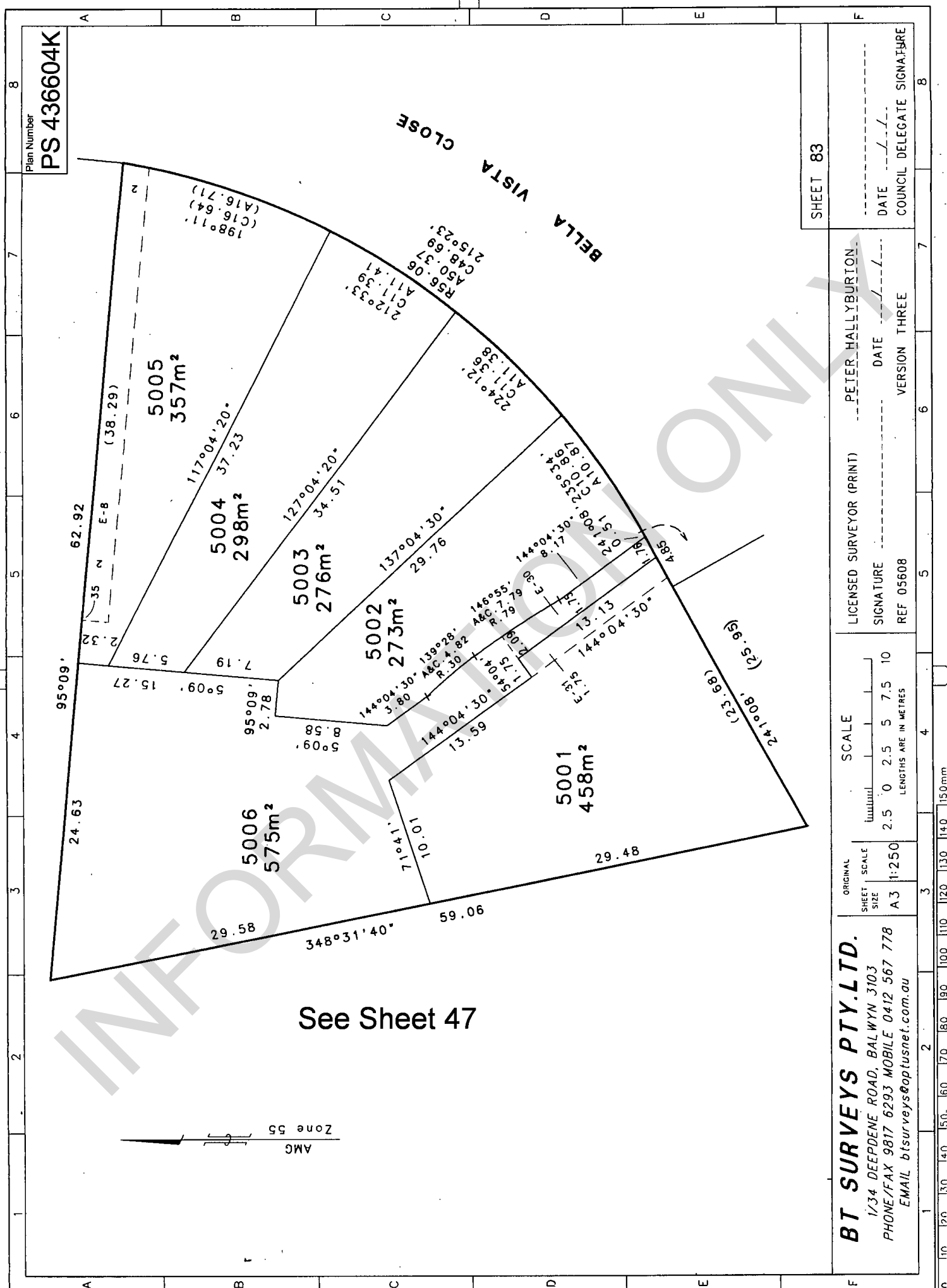
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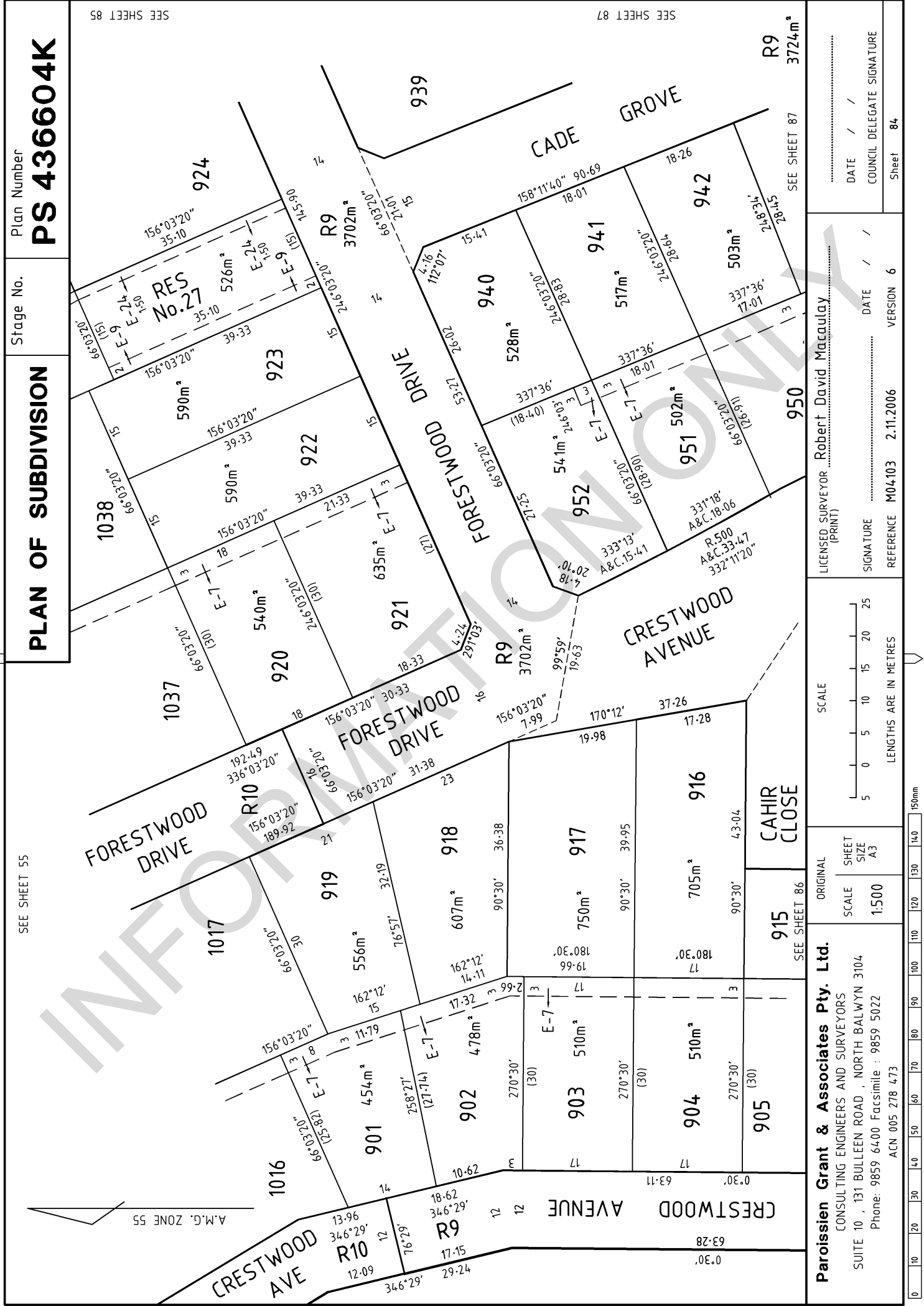
SCALE
N.T.S.

SHEET
SIZE
A3

LENGTHS ARE IN METRES







PLAN OF SUBDIVISION

Stage No. _____ Plan Number **PS 436604K**

CRESTWOOD AVENUE

RESERVE No.26 6422m²

BELLA VISTA CLOSE

LOT DETAILS:

- 904: 484.2m²
- 905: 510m²
- 906: 501m²
- 907: 733m²
- 908: 584m²
- 909: 609m²
- 910: 556m²
- 911: 516m²
- 912: 441m²
- 913: 476m²
- 914: 476m²
- 915: 680m²
- 916: 423m²
- 942: 514m²
- 943: 505m²
- 944: 625m²
- 945: 698m²
- 946: 484.2m²
- 947: 32.63m²
- 948: 32.63m²
- 949: 32.63m²
- 950: 32.63m²

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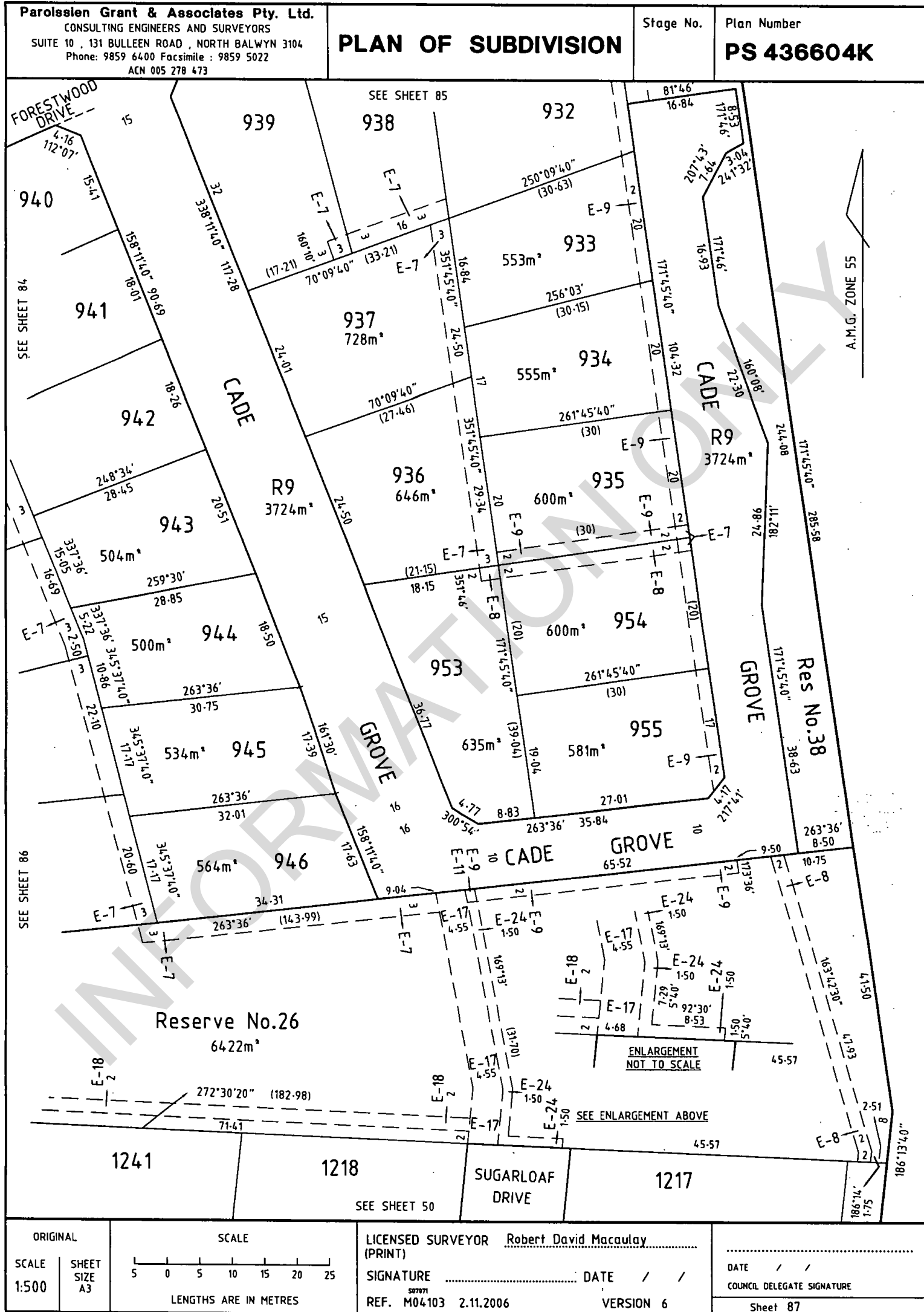
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1:500	A3	1:500	2.11.2006

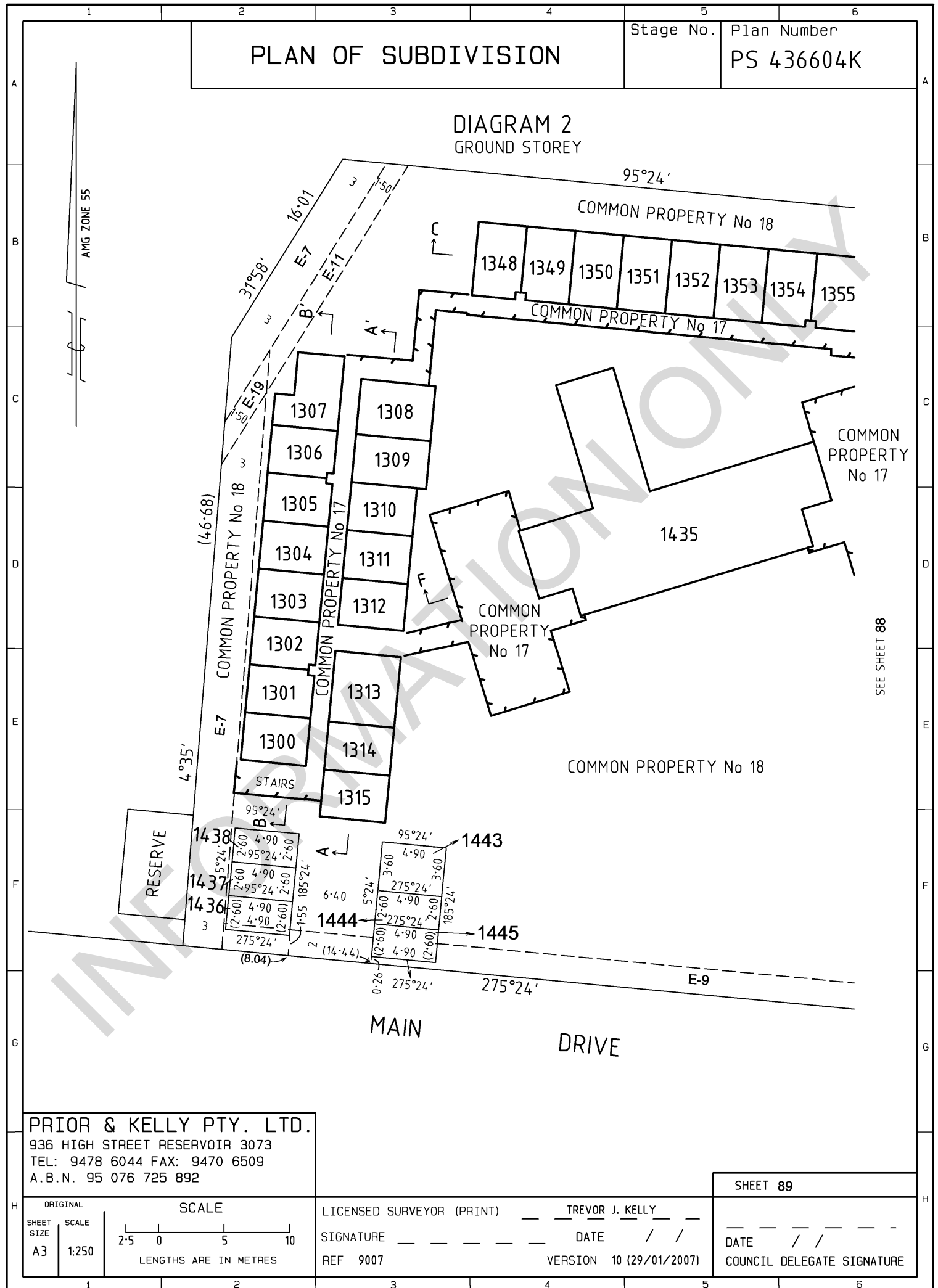
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Robert David Macaulay	M04103	2.11.2006	6

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DATE	COUNCIL DELEGATE SIGNATURE	SHEET
2.11.2006	Robert David Macaulay	86





PLAN OF SUBDIVISION

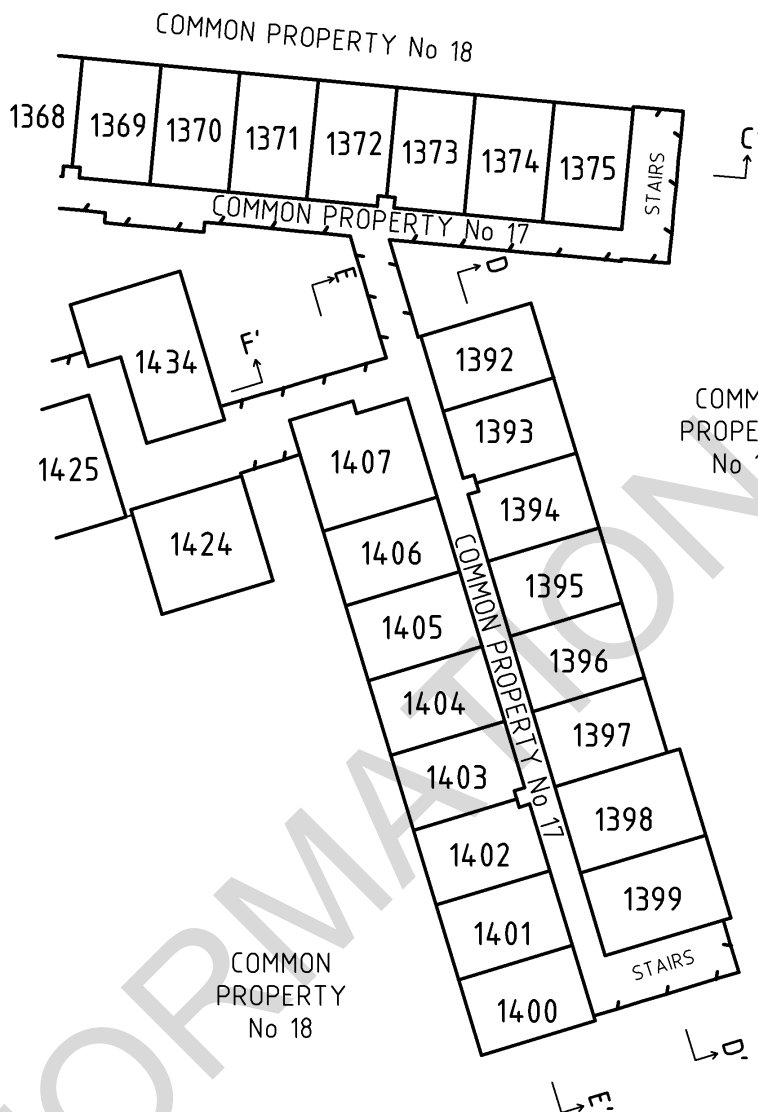
Stage No.

Plan Number

PS 436604K

DIAGRAM 3 FIRST STOREY

SEE SHEET 91



PRIOR & KELLY PTY. LTD.

936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

SHEET 90

ORIGINAL

SCALE

SHEET
SIZE
A3

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

TREVOR J. KELLY

SIGNATURE

DATE

REF 9007

VERSION 10 (29/01/2007)

DATE / /
COUNCIL DELEGATE SIGNATURE

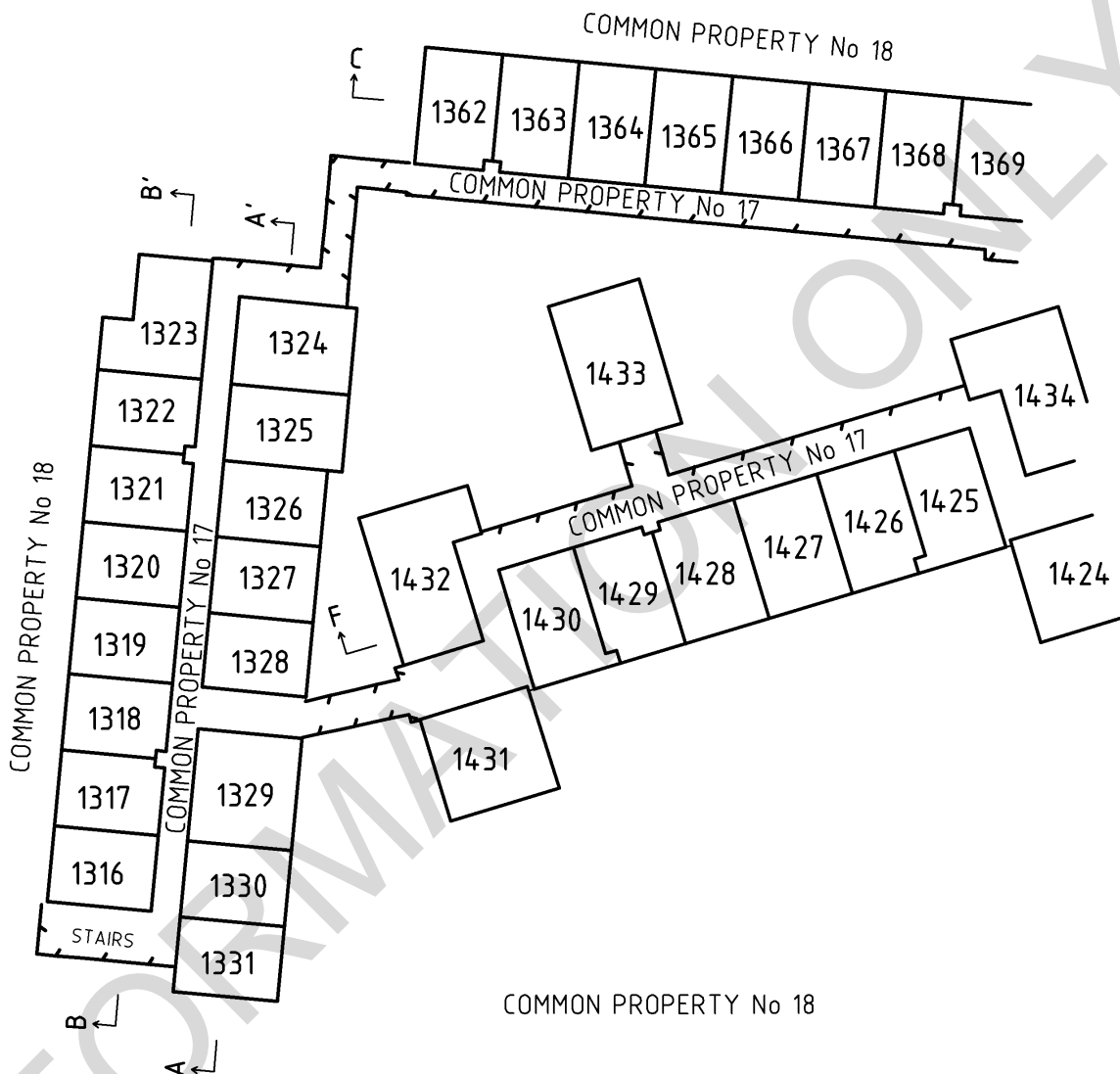
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

DIAGRAM 4 FIRST STOREY



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A.B.N. 95 076 725 892

SHEET 91

ORIGINAL SCALE
SHEET SIZE A3 SCALE 1:250
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY
SIGNATURE DATE / /
REF 9007 VERSION 10 (29/01/2007)

DATE / /
COUNCIL DELEGATE SIGNATURE

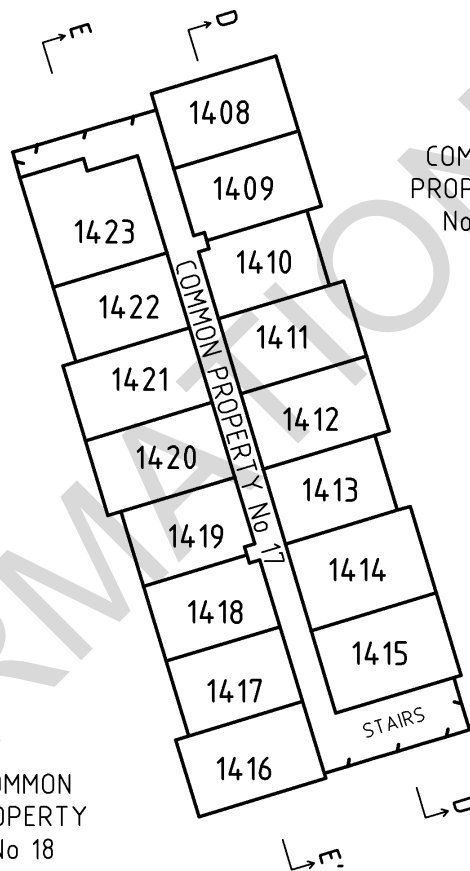
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

DIAGRAM 5
TOPMOST STOREY



SEE SHEET 93

PRIOR & KELLY PTY. LTD.

936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

SHEET 92

ORIGINAL SCALE
SHEET SIZE A3 SCALE 1:250
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY
SIGNATURE DATE / /
REF 9007 VERSION 10 (29/01/2007)

DATE / /
COUNCIL DELEGATE SIGNATURE

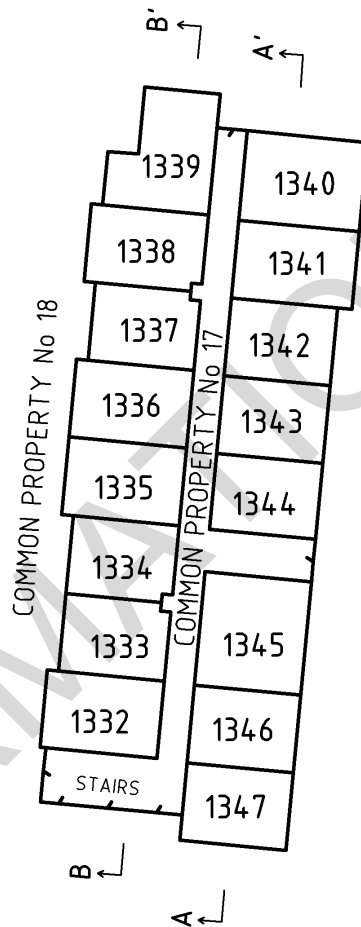
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

DIAGRAM 6
TOPMOST STOREY



COMMON PROPERTY No 18

SEE SHEET 92

PRIOR & KELLY PTY. LTD.

936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

SHEET 93

ORIGINAL

SCALE

SHEET
SIZE
A3

SCALE
1:250

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

TREVOR J. KELLY

SIGNATURE

DATE

REF 9007

VERSION 10 (29/01/2007)

DATE / /
COUNCIL DELEGATE SIGNATURE

1	2	3	4	5	6
PLAN OF SUBDIVISION				Stage No.	Plan Number PS 436604K

COMMON
PROPERTY
No 17

COMMON PROPERTY No 18

DIAGRAM 6 SHEET **93**
TOPMOST STOREY

DIAGRAM 4 SHEET **91**
FIRST STOREY

DIAGRAM 2 SHEET **89**
GROUND STOREY

1347	1346	1345		1344	1343	1342	1341	1340
1331	1330	1329		1328	1327	1326	1325	1324
1315	1314	1313		1312	1311	1310	1309	1308

SITE LEVEL —
— SITE LEVEL

COMMON PROPERTY No 18

SECTION A-A'

(NOT TO SCALE)

COMMON
PROPERTY
No 17

COMMON PROPERTY No 18

DIAGRAM 6 SHEET **93**
TOPMOST STOREY

DIAGRAM 4 SHEET **91**
FIRST STOREY

DIAGRAM 2 SHEET **89**
GROUND STOREY

STAIRS	1332	1333	1334	1335	1336	1337	1338	1339
STAIRS	1316	1317	1318	1319	1320	1321	1322	1323
STAIRS	1300	1301	1302	1303	1304	1305	1306	1307

SITE LEVEL —
— SITE LEVEL

COMMON PROPERTY No 18

SECTION B-B'

(NOT TO SCALE)

DIAGRAMS 3 & 4
SHEETS **90 & 91**
TOPMOST STOREY

DIAGRAMS 1 & 2
SHEETS **88 & 89**
GROUND STOREY

1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375
1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361

COMMON PROPERTY No 18

COMMON
PROPERTY
No 17

SITE LEVEL —
— SITE LEVEL

COMMON PROPERTY No 18

SECTION C-C'

(NOT TO SCALE)

PRIOR & KELLY PTY. LTD.

936 HIGH STREET RESERVOIR 3073

TEL: 9478 6044 FAX: 9470 6509

A.B.N. 95 076 725 892

SHEET **94**

ORIGINAL SCALE

SHEET SIZE A3

SCALE 0

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY

SIGNATURE _____ DATE / /

REF **9007** VERSION **10 (29/01/2007)**

DATE / /

COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

COMMON PROPERTY No 18

COMMON
PROPERTY
No 17

DIAGRAM 5 SHEET 92
TOPMOST STOREY
DIAGRAM 3 SHEET 90
FIRST STOREY
DIAGRAM 1 SHEET 88
GROUND STOREY
SITE LEVEL

1408	1409	1410	1411	1412	1413	1414	1415
1392	1393	1394	1395	1396	1397	1398	1399
1376	1377	1378	1379	1380	1381	1382	1383

STAIRS

— SITE LEVEL

COMMON PROPERTY No 18

SECTION D-D'

(NOT TO SCALE)

COMMON
PROPERTY
No 17

COMMON PROPERTY No 18

DIAGRAM 5 SHEET 92
TOPMOST STOREY
DIAGRAM 3 SHEET 90
FIRST STOREY
DIAGRAM 1 SHEET 88
GROUND STOREY
SITE LEVEL

1423	1422	1421	1420	1419	1418	1417	1416
1407	1406	1405	1404	1403	1402	1401	1400
1391	1390	1389	1388	1387	1386	1385	1384

STAIRS

— SITE LEVEL

COMMON PROPERTY No 18

SECTION E-E'

(NOT TO SCALE)

COMMON PROPERTY No 18

DIAGRAMS 3 & 4
SHEETS 90 & 91
TOPMOST STOREY

1432	1430 LOTS	1429 1431,	1428 1433 &	1427 1424	1426 SAME	1425	1434
	1435						

— SITE LEVEL

— SITE LEVEL

COMMON
PROPERTY
No 17

TYPICAL SECTION F-F'

(NOT TO SCALE)

COMMON
PROPERTY
No 17

PRIOR & KELLY PTY. LTD.

936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

SHEET 95

ORIGINAL

SCALE

SHEET
SIZE
A3

0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

TREVOR J. KELLY

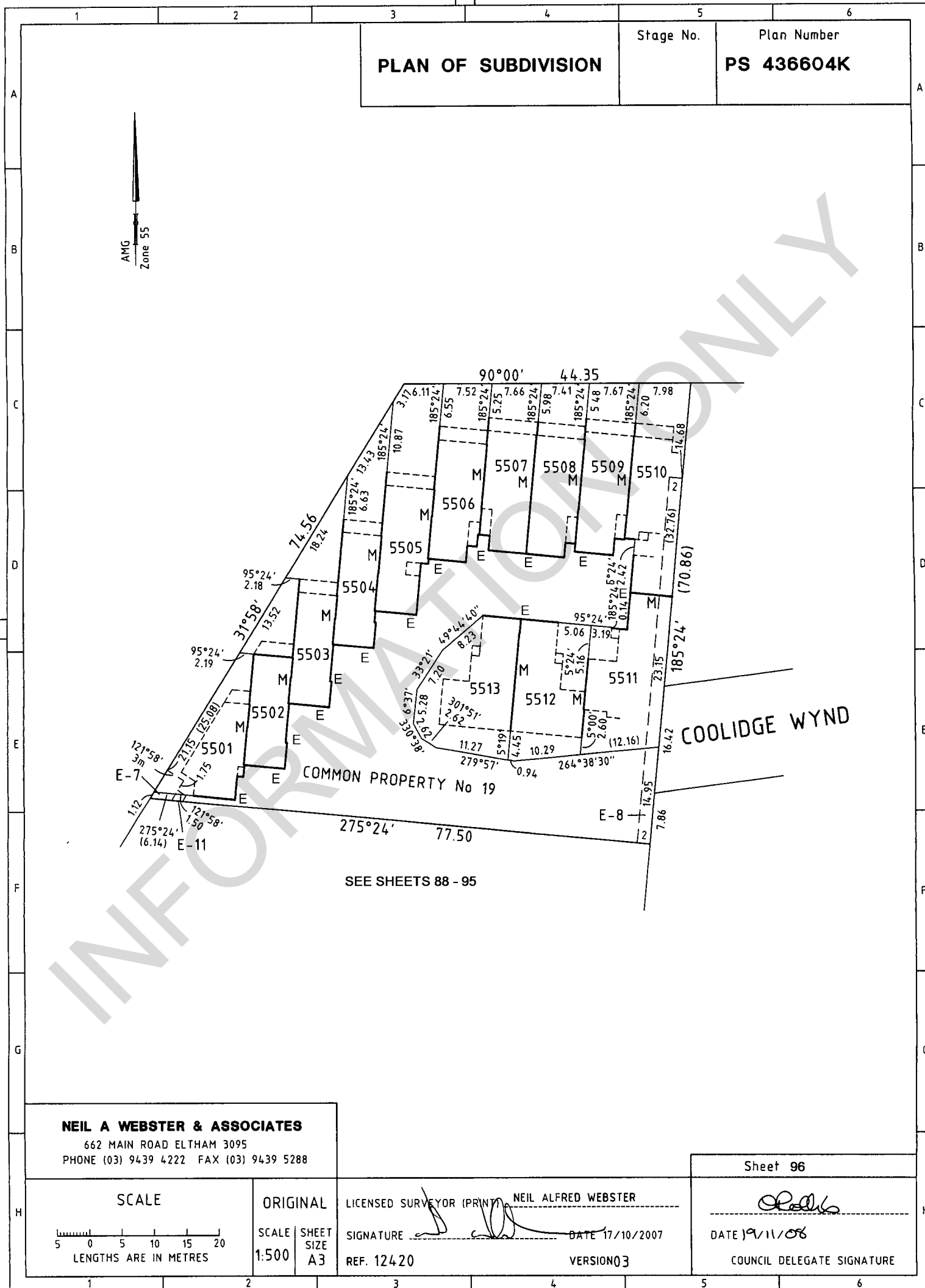
SIGNATURE

DATE

REF 9007

VERSION 10 (29/01/2007)

DATE
COUNCIL DELEGATE SIGNATURE



Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 436604K

CREATION OF RESTRICTIONS

1 Upon registration of this plan the following restriction will be created:

Land to Benefit:

Any lot on PS436604K where Mont Park Development Company Pty Ltd (ACN 086 587 608), is the registered proprietor.

Land to be burdened:

Lots 23-25, 244-248, 401-414, 501-556, 601-629, 701-748, 801-856, 901- 955, 1001-1059, 1065-1069, 1101-1149, 1156-1157, 1201-1255, 5001-5006, B3-B5 (all inclusive) on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 23-25, 244-248, 401-414, 501-556, 601-629, 701-748, 801-856, 901- 955, 1001-1059, 1065-1069, 1101-1149, 1156-1157, 1201-1255, 5001-5006, B3-B5 (all inclusive) on this plan, will not, for as long as Mont Park Development Company Pty Ltd is the registered proprietor of any land benefited by this restriction, proceed with any building work on the land transferred other than building work:

1. that complies with the Springthorpe Urban Design Guide; and
2. has been approved by the Springthorpe Architectural Review Committee which is appointed by Body Corporate No.1 of PS436604K for the purposes of assessing compliance by the members of the body corporate with the Springthorpe Urban Design Guide.

2. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lot 1 on PS443004V.

Land to be burdened:

Lots 51-59 (both inclusive), 701-710 (both inclusive), 718, 719 and 720 on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 51-59 (both inclusive), 701-710 (both inclusive), 718, 719 and 720 on this plan shall not allow the following to occur on their land:

1. Keeping of dogs.
2. Keeping of cats.
3. Planting of environmental weeds (as listed in Environmental Weed Invasions in Victoria: Conservation and Management Implications. G.W.Carr, J.V.Yugovic and K.E.Robinson (1992)) in their gardens.
4. Placement of external spotlights that direct light towards abutting areas of natural environmental significance.
5. Generation of unreasonably loud or amplified noise towards abutting areas of natural environmental significance.

3. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 1101 - 1149 (both inclusive), on this plan.

Land to be burdened:

Lots 1109 - 1116 (both inclusive), on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 1109 - 1116 (both inclusive), on this plan, will not construct a gate on their southern boundary that would allow access to Crown Allotment No. 16T3.

ORIGINAL SCALE ---	SCALE _____ LENGTHS ARE IN METRES	LICENSED SURVEYOR <u>Robert David Macaulay</u> (PRINT) SIGNATURE _____ DATE ____/____/____ M02061 M02062 M03011 M03130 M02063 M03093 M03094 M03167 S04177 S03168 BTD05608 S06080 M04103 S06056 S06057 S06096 REF. M02044 12/06/03	_____ DATE ____/____/____ COUNCIL DELEGATE SIGNATURE Sheet 97

100mm
90
80
70
60
50
40
30
20
10
0

Parolsson Grant & Associates Pty. Ltd.
CONSULTING ENGINEERS AND SURVEYORS
SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
Phone: 9859 6400 Facsimile : 9859 5022
ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

4. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 749-752 (both inclusive), on this plan.

Land to be burdened:

Lots 749-752 (both inclusive), on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 749-752 (both inclusive), on this plan shall not permit any development to be undertaken except in accordance with the plans and conditions specified in Planning Permit No.D/883/2003 issued by the City of Darebin.

5. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 753-755 (both inclusive), on this plan.

Land to be burdened:

Lots 753-755 (both inclusive), on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 753-755 (both inclusive), on this plan shall not permit any development to be undertaken except in accordance with the plans and conditions as specified in Planning Permit No.D/882/2003 issued by the City of Darebin.

6. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 1201 - 1252 (both inclusive), 5001-5006 (B.I.) and Lot 1253 - 1255 (B.I.) on this plan.

Land to be burdened:

Lots 1253 - 1255 (B.I.), 5001-5006 (B.I.) and 1242 - 1251 (both inclusive), on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 1242 - 1251 (both inclusive), 5001-5006 (B.I.) on this plan, will not, construct a gate on their rear boundary that would allow access to Crown Allotment No. 16T2.

The registered proprietor or proprietors for the time being of lots 1253 - 1255 (B.I.) on this plan, will not, construct a gate on their rear boundary that would allow access to Crown Allotment No. 16T3.

7. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 1001 - 1059 (both inclusive), S68 and 1065 - 1069 (B.I.) on this plan.

Land to be burdened:

Lots 1056, 1057, 1058 and 1059 on this plan

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 1065 - 1069 (B.I.) on this plan, will not, construct a gate on their rear boundary that would allow access to Crown Allotment No. 16T2.

ORIGINAL

SCALE

LICENSED SURVEYOR Robert David Macaulay
(PRINT)

SIGNATURE DATE / /

M04028 M04029 M03167

REF.

VERSION

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 98

SCALE

SHEET

SIZE

A3

LENGTHS ARE IN METRES

100mm
90
80
70
60
50
40
30
20
10
0

Parolessen Grant & Associates Pty. Ltd.
 CONSULTING ENGINEERS AND SURVEYORS
 SUITE 10, 131 BULLEEN ROAD, NORTH BALWYN 3104
 Phone: 9859 6400 Facsimile: 9859 5022
 ACN 005 278 473

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 436604K

8. Upon registration of this plan the following restriction is created:

Land to Benefit:

Lots 771-794 (both inclusive), on this plan.

Land to be burdened:

Lots 771-794 (both inclusive), on this plan.

Description of Restriction:

The registered owner(s) shall not construct any buildings and works other than in accordance with the endorsed plans forming part of the Planning Permit D75/04 issued by the City of Darebin on 16 April 2005. This restriction shall expire 2 years after the issue of the Certificate of Occupancy.

9. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 1A-1D (both inclusive), on this plan.

Land to be burdened:

Lots 1A-1D (both inclusive), on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 1A-1D (both inclusive), on this plan shall not construct any buildings or works other than in accordance with the endorsed plans forming part of Planning Permit D925/01 issued by the City of Darebin on 8 March 2002. This restriction shall expire 2 years after the issue of the Certificate of Occupancy.

10. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 857-859 (both inclusive), on this plan.

Land to be burdened:

Lots 857-859 (both inclusive), on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 857-859 (both inclusive), on this plan shall not permit any development to be undertaken except in accordance with the plans and conditions specified in Planning Permit No D/1039/03 issued by the City of Darebin.

11. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 5001-5006 (both inclusive), on this plan.

Land to be burdened:

Lots 5001-5006 (both inclusive), on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 5001-5006 (both inclusive), on this plan shall not permit any development to be undertaken except in accordance with the plans and conditions specified in Planning Permit No. D/428/2005 issued by the City of Darebin. This restriction shall expire 2 years after the issue of the Certificate of Occupancy.

12. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 630-634 (both inclusive), on this plan.

Land to be burdened:

Lots 630-634 (both inclusive), on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 630-634 (both inclusive), on this plan shall not permit any development to be undertaken except in accordance with the plans and conditions specified in Planning Permit No. D/34/2004 issued by the City of Darebin. This restriction shall expire 2 years after the issue of the Certificate of Occupancy.

ORIGINAL

SCALE

 LICENSED SURVEYOR Robert David Macaulay
 (PRINT)

 SIGNATURE DATE / /
 B.J.-S53 S04171 BT505600 S04172
 REF. VERSION

 DATE / /
 COUNCIL DELEGATE SIGNATURE

Sheet 99

 SCALE SHEET
 --- SIZE
 A3

LENGTHS ARE IN METRES

 10.0mm
 90
 80
 70
 60
 50
 40
 30
 20
 10
 0

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 436604K

13. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 901 to 955 (all inclusive) on this plan.

Land to be burdened:

Lots 946 and 947 on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 946 and 947 on this plan, will not construct a gate on their southern boundary that would allow access to Reserve No.26.

14. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lot 1157 on this plan.

Land to be burdened:

Lot 1156 on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lot 1156 on this plan will not construct a gate on their rear boundary that would allow access to Crown Allotment No. 16T2.

15. Upon registration of this plan the following restriction will be created:

Land to Benefit:

Lots 1253, 1254 and 1255 on this plan.

Land to be burdened:

Lots 1253 and 1254 on this plan.

Description of Restriction:

The registered proprietor or proprietors for the time being of lots 1253 and 1254 on this plan will not construct a fence on their rear boundary other than one that is a paling fence at least 1.8 metres high.

0 10 20 30 40 50 60 70 80 90 100mm

ORIGINAL	SCALE	LICENSED SURVEYOR <u>Robert David Macaulay</u>	
SCALE	SHEET SIZE A3	(PRINT)	DATE / /
---	LENGTHS ARE IN METRES	SIGNATURE	COUNCIL DELEGATE SIGNATURE
		S06056 S06057	
		REF. M04103 2.11.2006	VERSION 6
			Sheet 100

Paroissien Grant & Associates Pty. Ltd. CONSULTING ENGINEERS AND SURVEYORS SUITE 10 , 131 BULLEEN ROAD , NORTH BALWYN 3104 Phone: 9859 6400 Facsimile : 9859 5022 ACN 005 278 473	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 436604K

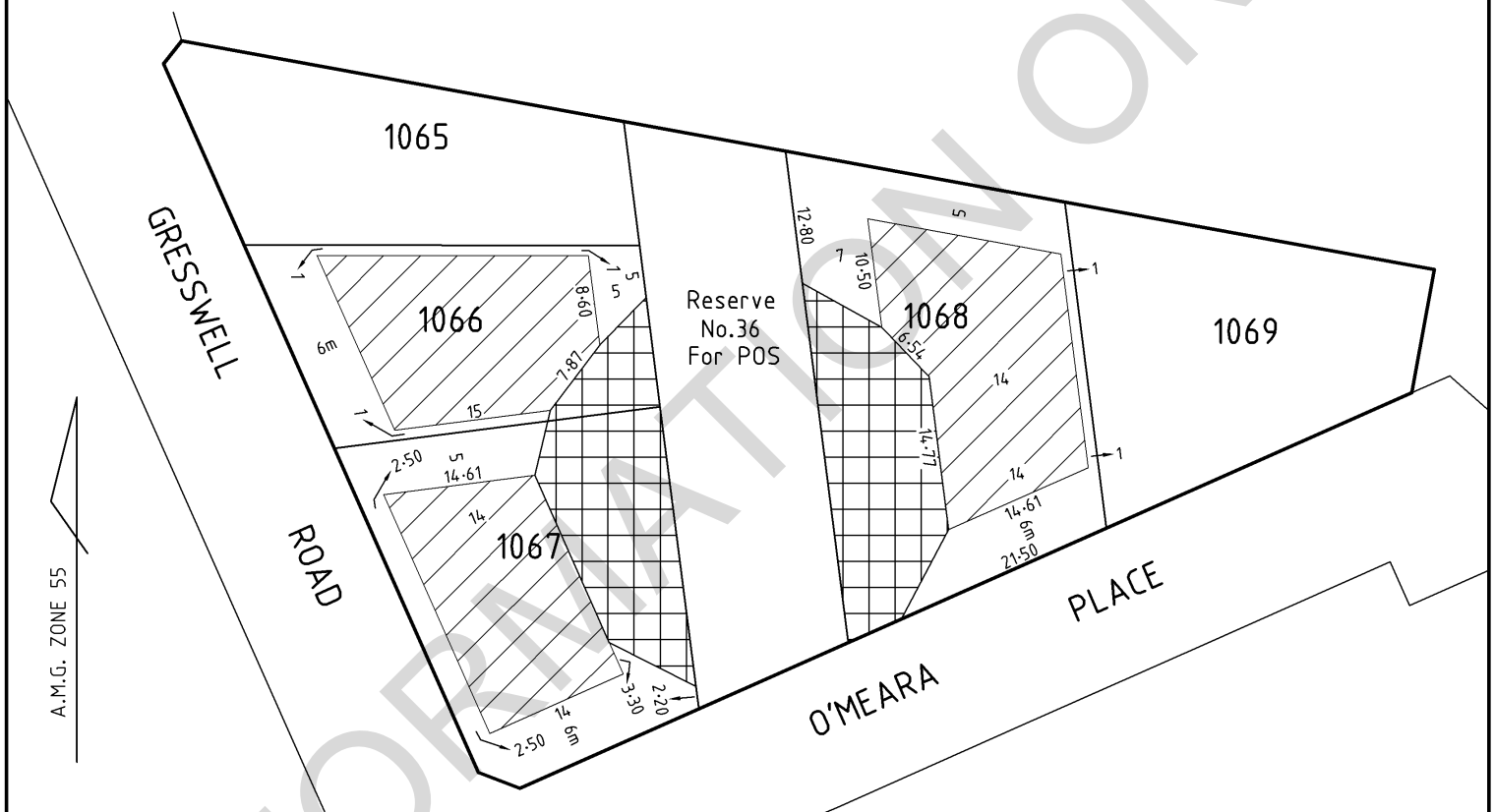
16. Upon registration of this plan the following restriction will be created:

Land to Benefit:
Reserve No.36 on this plan.

Land to be burdened:
Lots 1066, 1067 and 1068 on this plan.

Description of Restriction:
The registered proprietor or proprietors for the time being of lots 1066, 1067 and 1068 on this plan will not allow the following to occur on their land:

1. Construction of any dwelling or outbuilding outside the area shown hatched on the diagram below.
2. Construction or placement of any paving, recreational equipment, outdoor cooking facility, furniture or swimming pool within the area shown cross hatched on the diagram below.
3. Construction of any landscaping works that does not include a permanent garden bed within the area shown cross hatched on the diagram below.



17. Upon registration of this plan the following restriction will be created:

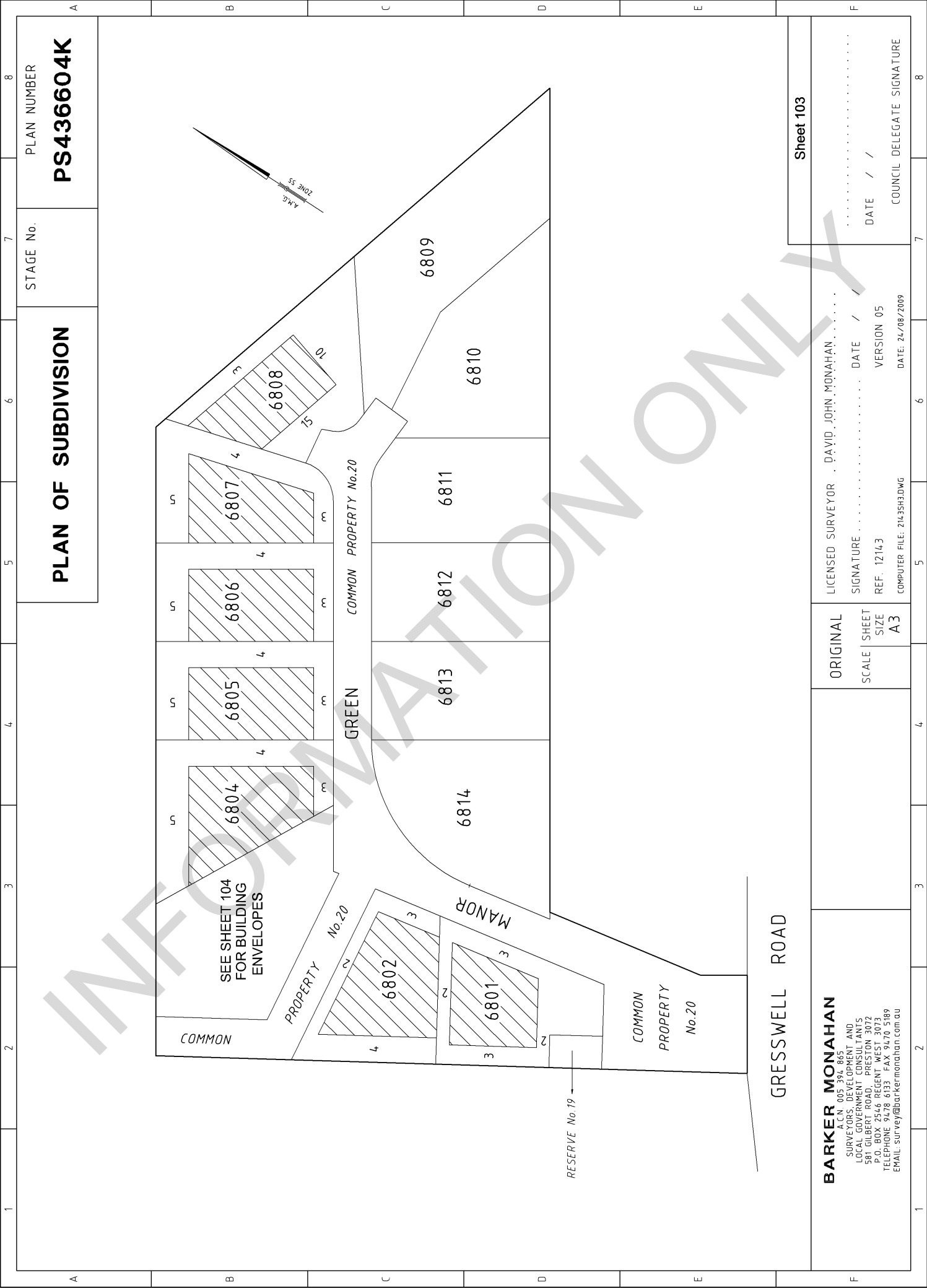
Land to Benefit:
Lots 1150-1155 (both inclusive), on this plan.

Land to be burdened:
Lots 1150-1155 (both inclusive), on this plan.

Description of Restriction:
The registered proprietor or proprietors for the time being of lots 1150-1155 (both inclusive), on this plan shall not permit any development to be undertaken except in accordance with the plans and conditions specified in Planning Permit No. D/55/04. issued by the City of Darebin.

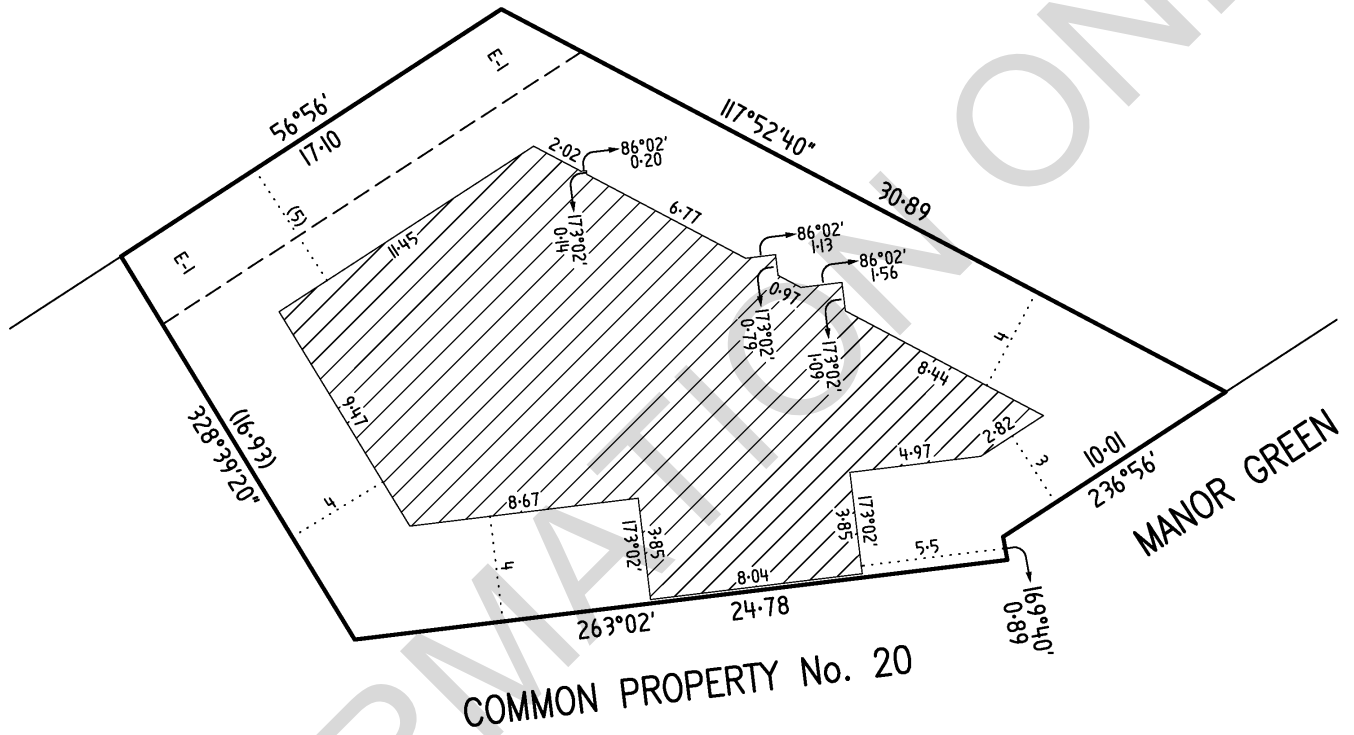
ORIGINAL	SCALE	LICENSED SURVEYOR <u>Claudio Dario</u>	
SCALE	SHEET SIZE A3	(PRINT)	DATE / /
---	LENGTHS ARE IN METRES	SIGNATURE DATE / /	COUNCIL DELEGATE SIGNATURE
		REF. S06096 24/11/2006	Sheet 101

1	2	3	4	5	6
PLAN OF SUBDIVISION			STAGE No.	PLAN NUMBER PS436604K	
SUBDIVISION ACT 1988 CREATION OF RESTRICTION					
18. UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED: LAND TO BENEFIT: LOTS 6801, 6802, 6803, 6804, 6805, 6806, 6807, 6808, 6809, 6810, 6811, 6812, 6813 & 6814 ON THIS PLAN LAND TO BE BURDENED: LOTS 6801, 6802, 6803, 6804, 6805, 6806, 6807, 6808, 6809, 6810, 6811, 6812, 6813 & 6814 ON THIS PLAN DESCRIPTION OF RESTRICTION: THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 6801 - 6814 (BOTH INCLUSIVE) ON THIS PLAN WILL NOT PROCEED WITH ANY BUILDING WORK WHICH INCLUDES DWELLINGS & OUTBUILDINGS ON THE LAND OTHER THAN 1. THAT WHICH COMPLIES WITH LOT S68 SPECIFIC DESIGN GUIDELINES, GRESSWELL HILL PLANNING DESIGN PRINCIPLES, GRESSWELL HILL BUILDING DESIGN PRINCIPLES AND THE GRESSWELL HILL PLANNING DESIGN PRINCIPLES OF THE APPROVED SPRINGTHORPE GRESSWELL HILL DESIGN GUIDELINES OR ANY APPROVED REPLACEMENT GUIDELINES. 2. THAT WHICH HAS BEEN APPROVED BY THE TOWN ARCHITECT OR THE SPRINGTHORPE ARCHITECTURAL REVIEW COMMITTEE WHICH IS APPOINTED BY OWNERS CORPORATION No.1 OF PS436604K FOR THE PURPOSES OF ASSESSING COMPLIANCE BY THE MEMBERS OF THE OWNERS CORPORATION WITH THE SPRINGTHORPE URBAN DESIGN GUIDE. THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 6801 - 6814 (BOTH INCLUSIVE) ON THIS PLAN WILL NOT ALLOW THE FOLLOWING TO OCCUR ON THEIR LAND 1. CONSTRUCTION OF ANY GARAGE OR CARPORT WITHIN 5.5 METRES OF THE FRONT BOUNDARY OF THE LOT.					
19. UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTIONS ARE CREATED: LAND TO BENEFIT: LOTS 6801, 6802, 6803, 6804, 6805, 6806, 6807, 6808, 6809, 6810, 6811, 6812, 6813 & 6814 ON THIS PLAN LAND TO BE BURDENED: LOTS 6801, 6802, 6803, 6804, 6805, 6806, 6807 & 6808 ON THIS PLAN DESCRIPTION OF RESTRICTIONS: THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 6801 - 6808 (BOTH INCLUSIVE) ON THIS PLAN WILL NOT PROCEED WITH ANY BUILDING WORK WHICH INCLUDES DWELLINGS & OUTBUILDINGS ON THE LAND OTHER THAN 1. THAT WHICH COMPLIES WITH LOT S68 SPECIFIC DESIGN GUIDELINES OR ANY APPROVED REPLACEMENT GUIDELINES THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 6801 - 6808 (BOTH INCLUSIVE) ON THIS PLAN WILL NOT ALLOW THE FOLLOWING TO OCCUR ON THEIR LAND: 1. CONSTRUCTION OF ANY DWELLING OUTSIDE THE AREA SHOWN HATCHED ON THE DIAGRAM ON SHEET 8					
BARKER MONAHAN A.C.N. 005 394 865 SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS 581 GILBERT ROAD, PRESTON 3072 P.O. BOX 2546 REGENT WEST 3073 TELEPHONE 9478 6133 FAX 9470 5189 EMAIL: survey@barkermonahan.com.au				ORIGINAL SCALE SHEET SIZE A3	
LICENSED SURVEYOR . DAVID JOHN MONAHAN SIGNATURE DATE / / REF. 12143 COMPUTER FILE: 2143SH7.DWG				DATE / / VERSION 05 DATE: 24/08/2009	
Sheet 102				COUNCIL DELEGATE SIGNATURE	
1	2	3	4	5	6

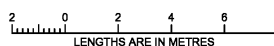


BARKER MONAHAN
A.C.N. 005 394 865
SURVEYORS, DEVELOPMENT AND
LOCAL GOVERNMENT CONSULTANTS
581 GILBERT ROAD,
P.O. BOX 2546 REGENT WEST 3073
TELEPHONE 9468 8153 FAX 9470 5189
EMAIL: survey@barkermonahan.com.au

PS436604K



SCALE
1:200



ORIGINAL SHEET
SIZE: A3

SHEET 104

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 6/12/2001 TIME 1.25PM

PLAN NUMBER

PS 436604K

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S27	LOTS S34,S35 & RESERVE No.4	STAGE 27	X913321F	6/12/01	1.25PM	2	GSN
LOTS S20, S21 & S30	LOTS S32 & S33	STAGE 20	X930080D	10/12/01	1.25PM	2	GSN
WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.							
LOT S35	LOTS S39 & S40	STAGE 35	PS436604K/S35	24/07/02	8.55AM	3	Greg Newman
LOTS S2 & S24	LOTS 201 TO 243 (BI) S36, S37 RESERVES 1 TO 3 (BI) & ROAD R2	STAGE 2 & REMOVAL OF EASEMENTS	PS436604K/S2	5/09/02		4	BT
LOT S28	LOTS S42 & S43	STAGE 28	PS436604K/S28	7/11/02	2.15PM	5	Greg Newman
LOT S40	LOTS S44,S45,S46 & S47	STAGE 40	PS436604K/S40	26/9/02	1.55PM	5	Greg Newman
LOT S32	LOTS S38,S52 & ROAD R32 & C.P No. 2	STAGE S32	PS436604K/S32	23/12/02	9.30AM	6	Greg Newman
LOT S3	LOTS S50 & S51	STAGE 3	PS436604K/S3	18/2/03	11.55am	7	CJH
LOT S50 LOT S32	LOTS 301 to 363 & ROADS R3 S4, S29 & S41	STAGE 50 & REMOVAL OF EASEMENT	PS436604K/S50	19/2/03	9.10am	7	CJH
LOTS S5, S34, S39 & S44	LOTS S6, S48 & S49	STAGE 34	PS436604K/S34	14/05/2003		8	IRM

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

PS436604K

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
BODY CORPORATE NO. 1	----	ADDITIONAL RULES RECORDED	AC98068Y	3/6/03		9	ROBERT REDMAN
BODY CORPORATE NO. 2	----	ADDITIONAL RULES RECORDED	AC98043R	3/6/03		9	ROBERT REDMAN
BODY CORPORATE No. 1		CHANGE OF ADDRESS	AC098132S	5/06/03		10	Robert Redman
BODY CORPORATE No. 2		CHANGE OF ADDRESS	AC098124R	5/06/03		10	Robert Redman
LOT S4	Lots 401 - 414 (BI) Road R4 Reserves NO. 5 - 7 (BI)	Stage 4	PS436604K/S4	17/07/03		11	Geoff Hepburn
Lot S49	LOTS 501 to 534 (B.I.) Road R5 Reserve Nos 8 & 9	STAGE 49	PS436604K/S49	08/08/2003		12	IRM
BODY CORPORATE No. 1		CHANGE OF ADDRESS	AC 331430N	17/09/03		13	Robert Redman
LOT S6	LOTS 601 TO 629, S7, S58, S59 RESERVES No. 10 & No. 11 AND ROAD R6	STAGE 6	PS436604K/S6	16/10/03		14	Roger Mellor
LOT S36	LOTS 244-248 (BI)	STAGE 36	PS436604K/S36	23/10/03		15	G Venn
LOT S48	LOTS 535 - 556 RES.21 & ROAD R48	STAGE 48	PS436604K/S48	22/1/04		16	RH

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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PLAN NUMBER

PS436604K

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S7, S26, S29 & S45	LOTS S8, S53, B3, B4 701 - 748 (BI) ROAD R-7 RESERVE NO 12, 13, 14 & 15	RESUBDIVISION BY STAGE 7	PS436604K/S7	19/2/04		17	TSG
SEWERAGE EASEMENT VIDE PS 436600T		REMOVE SEWERAGE EASEMENT CREATED IN PS436600T OVER LOTS CREATED IN THIS STAGE (stage 7)	PS436604K/S7	19/2/04		17	TSG
LOT S8	Lots 801 to 856, B5, S10, S11, S54 to S56, S66 RESERVES 16 to 20 & 30 Roads R8	STAGE 8	PS436604K/S8 & AC727546L	4/3/04		18	CJH
		Substitute correct sheet 27, minor additions to sheet 1 of Modification Table.	—	6/04/04		19	CJH
LOTS S11 & S42	LOTS 1101 TO 1149, LOTS S12, S61 & S62 RESERVE No. 22 AND 33, ROAD R11	STAGE 11 AND REMOVAL OF EASEMENT	PS436604K/S11	21/06/04		20	D.P.
LOT B3	LOTS 749 - 751	SECTION 32 SUBDIVISION ACT 1988	PS436604K/DI	16/8/04		21	R.W.G.
LOT B4	LOTS 753 - 755	SECTION 32 SUBDIVISION ACT 1988	PS436604K/D2	16/8/04		21	R.W.G.
THIS PLAN BODY CORP. No. 11		ADDITIONAL RULES RECORDED	AD065456R	25/08/04		22	ROBERT REDMAN
BODY CORPORATE No. 1		CHANGE OF ADDRESS	AD98448E	9/9/04		23	ROBERT REDMAN
BODY CORPORATE No. 2		CHANGE OF ADDRESS	AD98449C	9/9/04		23	ROBERT REDMAN

MODIFICATION TABLE

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PLAN NUMBER

PS436604K

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
BODY CORPORATE No. 11	---	CHANGE OF ADDRESS	AD98450T	9/9/04		23	ROBERT REDMAN
LOTS S12 & S43	LOTS 1201-1252, S63, S64, S67, RESERVES NO. 23 & 24 ROAD R12	STAGE 12 & REMOVAL OF EASEMENT	PS436604K/S12	02/02/2005		24	G.A.H
THIS PLAN BODY CORP. No. 1		ADDITIONAL RULES RECORDED	AD434358L	25/02/05		25	ROBERT REDMAN
THIS PLAN BODY CORP. No. 2		ADDITIONAL RULES RECORDED	AD434351B	25/02/05		25	ROBERT REDMAN
E-6		REINSTATEMENT OF DIMENSION 174°17'40" 90.29	AD473001K	1/3/2005		26	RCL
S33	LOT A	REMOVAL OF LOT S33 FROM THE STAGING PROCESS	PS523512F	4/3/2005		26	PW
LOT A		SUBDIVISION	PS523512F	4/3/2005		26	PW
LOT S52	RESERVE No. 25 & 32 & ADDITIONAL COMMON PROPERTY No.2	STAGE 52	PS436604K/S52	23-3-05		27	MAB
LOT S10 & S46	LOTS 1001-1055, S9, S68-S70, RESERVE No. 28, 29 & 37 & ROAD R10	STAGE 10	PS436604K/S10	23-3-05		27	MAB
LOT S25	LOTS B & 23-25	STAGE 25	PS436604K/S25	23-3-05		27	MAB

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 436604K

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		CREATION OF APPURTENANT EASEMENTS IN FAVOUR OF LOT S51	AD673667L	22/6/2005	28	PTL
S51	LOTS 51 TO 75 (BI), COMMON PROPERTY No. 8 AND RESERVE No.34	STAGE 51	PS436604K/S51	08/07/05	29	AF
S58	LOTS 651 TO 658 (BI) AND COMMON PROPERTY No. 9	STAGE 58	PS436604K/S58	08/07/05	29	AF
S59	LOTS 661 TO 668 (BI) AND COMMON PROPERTY No. 10	STAGE 59	PS436604K/S59	08/07/05	29	AF
LOT A		REMOVAL OF SEWERAGE EASEMENT E-6 (CREATED IN PS436600T)	AD727410E	5/7/2005	30	KMP
LOT S53	LOTS 771-794 CM 12,13,14,15	STAGE PLAN	PS436604K/S53	16/1/06	31	H.L.
THIS PLAN BODY CORP. No. 8		CHANGE OF ADDRESS	AE134299P	27/01/06	32	L. LOW
THIS PLAN BODY CORP. No. 1		ADDITIONAL RULES RECORDED	AE134 268B	27/01/06	32	L. LOW
THIS PLAN BODY CORP. No. 2		ADDITIONAL RULES RECORDED	AE134279V	27/01/06	32	L. LOW
LOT 1	LOTS 1A,1B,1C,1D & CM4	AMENDMENT SECTION 32	PS436604K/D3	31/1/06	33	H.L.
LOT B5	LOTS 857-859 (B.I.)	RESUBDIVIDE LOT B5 AND CREATE RESTRICTION	PS436604K/D4	6/3/06	34	M.L.E
LOT S38	LOTS 101-115 (B.I.), LOTS 117-118 (B.I.), LOT S60 & CM NO.6.	STAGE 38	PS436604K/S38	6/3/06	34	M.L.E
LOT S60	LOTS 119-127 (B.I.), LOTS S73-S74 (B.I.)	STAGE 60	PS436604K/S60	6/3/06	34	M.L.E
LOT S63	LOTS 5001 -5006 (B.I.)	STAGE PLAN	PS436604K/S63	05/06/06	35	B.P.G.
Lot S56	Lots 630 - 634, CP16	Stage Plans	PS436604K/S56	9/8/06	36	RGM
Lot S73	Lots 116, 133-140, CPs 1, 3, 5		PS436604K/S73			
Lot S74	Lots 128-132, CP 7		PS436604K/S74			
LOT S69	LOTS 1056 - 1059	STAGE PLAN	PS436604K/S69	5/03/07	37	JFM

MODIFICATION TABLE

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PS436604K

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S54	LOTS 1300-1442, 1447-1451. COMMON PROPERTY NOS.17 & 18	STAGE PLAN	PS436604K/S54	5/3/07	38	JFM
LOTS S9, S47 & S67	LOTS 901-911, 913 - 952, S71, S72, ROAD R9, RESERVES 26, 27 & 38	STAGE PLAN	PS436604K/S9	7/3/07	39	JFM
LOT S62	LOTS 1156 & 1157	STAGE PLAN	PS436604K/S62	8/3/07	39	JFM
LOT S64	LOTS 1253, 1254 & 1255	STAGE PLAN	PS436604K/S64	8/3/07	39	JFM
LOT S70	LOTS 1065 - 1069 & RESERVE NO.36	STAGE PLAN	PS436604K/S70	8/3/07	39	JFM
LOT S71	LOTS 953, 954 & 955	STAGE PLAN	PS436604K/S71	5/3/08	40	B.P.G.
LOT S68		Variation of Easement Sec.23 Subdivision Act 1988	AG 117529D	14/10/08	41	Justin Beckingham
LOT S55	LOTS 5501 - 5513 & COMMON PROPERTY No. 19	STAGE PLAN	PS436604K/S55	15/12/08	42	ART
LOTS 1439 TO 1441 (B.I)	LOTS 1443 TO 1445 (B.I)	SEC. 32 PLAN OF SUBDIVISION	PS436604K/D5	6/2/2009	43	R.J.M
LOT S61	LOTS 1150 TO 1155	STAGE PLAN	PS436604K/S61	17/7/09	44	ARC
LOT S68	LOTS 6801-6814 & COMMON PROPERTY 20	STAGE PLAN	PS436604K/S68	4/11/09	45	C.J.Z.
LOT S22	RESERVE NO 35	STAGE PLAN	PS436604K/S22	16/12/09	46	NJR
LOT S41	ROAD R41	STAGE PLAN	PS436604K/S41	16/12/09	46	NJR
LOT B & S31	RESERVE NO. 39 & NO. 40	STAGE PLAN	PS436604K/S31	12/3/10	47	D.R.
LOT S72	LOT 912	STAGE PLAN	PS436604K/S72	3/5/2011	48	RH
LOT 6803	-	VARIATION OF RESTRICTION	AQ439205X	22/12/17	49	H.Y.
LOT 1144	LOT 1144A, 1144B	AMENDMENT SECTION 32	PS436604K/D6	23/02/18	50	BT

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS436604K

The land in PS436604K is affected by 21 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 20, Lots 1A, 1B, 1C, 1D, 3 - 25, 51 - 75, 101 - 140, 201 - 248, 301 - 363, 401 - 414, 501 - 556, 601 - 634, 651 - 658, 661 - 668, 701 - 755, 771 - 794, 801 - 859, 901 - 955, 1001 - 1059, 1065 - 1069, 1101 - 1143, 1144A, 1144B, 1145 - 1157, 1201 - 1255, 1300 - 1438, 1442 - 1445, 1447 - 1451, 5001 - 5006, 5501 - 5513, 6801 - 6814.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MBCM STRATA SPECIALISTS GREENSBOROUGH LEVEL 1 50 KILBY ROAD KEW EAST VIC 3102

AS595310J 08/10/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AE752861S 28/11/2006

Additional Owners Corporation Information:

NIL

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. Only the members of Owners Corporation 5 are entitled to use Common Property No. 5. Only the members of Owners Corporation 6 are entitled to use Common Property No. 6. Only the members of Owners Corporation 7 are entitled to use Common Property No. 7. Only the members of Owners Corporation 8 are entitled to use Common Property No. 8. Only the members of Owners Corporation 9 are entitled to use Common Property No. 9. Only the members of Owners Corporation 10 are entitled to use Common Property No. 10. Only the members of Owners Corporation 11 are entitled to use Common Property No. 11. Only the members of Owners Corporation 12 are entitled to use Common Property No. 12. Only the members of Owners Corporation 13 are entitled to use Common Property No. 13. Only the members of Owners Corporation 14 are entitled to use Common Property No. 14. Only the members of Owners Corporation 15 are entitled to use Common Property No. 15. Only the members of Owners Corporation 16 are entitled to use Common Property No. 16. Only the members of Owners Corporation 17 are entitled to use Common Property No. 17. Only the members of Owners Corporation 18 are entitled to use Common Property No. 18. Only the members of Owners Corporation 19 are entitled to use Common Property No. 19. Only the members of Owners Corporation 20 are entitled to use Common Property No. 20.



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Common Property 5	0	0
Common Property 6	0	0
Common Property 7	0	0
Common Property 8	0	0
Common Property 9	0	0
Common Property 10	0	0
Common Property 11	0	0
Common Property 12	0	0
Common Property 13	0	0
Common Property 14	0	0
Common Property 15	0	0
Common Property 16	0	0
Common Property 17	0	0
Common Property 18	0	0
Common Property 19	0	0
Common Property 20	0	0
Lot 1A	7	7
Lot 1B	7	7
Lot 1C	7	7
Lot 1D	7	7
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10
Lot 7	10	10



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Land Parcel	Entitlement	Liability
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 51	10	10
Lot 52	10	10
Lot 53	10	10
Lot 54	10	10
Lot 55	10	10
Lot 56	10	10
Lot 57	10	10
Lot 58	10	10
Lot 59	10	10
Lot 60	10	10
Lot 61	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 62	10	10
Lot 63	10	10
Lot 64	10	10
Lot 65	10	10
Lot 66	10	10
Lot 67	10	10
Lot 68	10	10
Lot 69	10	10
Lot 70	10	10
Lot 71	10	10
Lot 72	10	10
Lot 73	10	10
Lot 74	10	10
Lot 75	10	10
Lot 101	7	7
Lot 102	7	7
Lot 103	7	7
Lot 104	7	7
Lot 105	7	7
Lot 106	7	7
Lot 107	7	7
Lot 108	7	7
Lot 109	7	7
Lot 110	7	7
Lot 111	7	7
Lot 112	7	7
Lot 113	7	7
Lot 114	7	7
Lot 115	7	7



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 116	7	7
Lot 117	5	5
Lot 118	5	5
Lot 119	7	7
Lot 120	7	7
Lot 121	7	7
Lot 122	7	7
Lot 123	7	7
Lot 124	7	7
Lot 125	7	7
Lot 126	7	7
Lot 127	5	5
Lot 128	7	7
Lot 129	7	7
Lot 130	7	7
Lot 131	7	7
Lot 132	7	7
Lot 133	5	5
Lot 134	5	5
Lot 135	5	5
Lot 136	5	5
Lot 137	5	5
Lot 138	20	20
Lot 139	20	20
Lot 140	60	60
Lot 201	10	10
Lot 202	10	10
Lot 203	10	10
Lot 204	10	10



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Land Parcel	Entitlement	Liability
Lot 205	10	10
Lot 206	10	10
Lot 207	10	10
Lot 208	10	10
Lot 209	10	10
Lot 210	10	10
Lot 211	10	10
Lot 212	10	10
Lot 213	10	10
Lot 214	10	10
Lot 215	10	10
Lot 216	10	10
Lot 217	10	10
Lot 218	10	10
Lot 219	10	10
Lot 220	10	10
Lot 221	10	10
Lot 222	10	10
Lot 223	10	10
Lot 224	10	10
Lot 225	10	10
Lot 226	10	10
Lot 227	10	10
Lot 228	10	10
Lot 229	10	10
Lot 230	10	10
Lot 231	10	10
Lot 232	10	10
Lot 233	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 234	10	10
Lot 235	10	10
Lot 236	10	10
Lot 237	10	10
Lot 238	10	10
Lot 239	10	10
Lot 240	10	10
Lot 241	10	10
Lot 242	10	10
Lot 243	10	10
Lot 244	10	10
Lot 245	10	10
Lot 246	10	10
Lot 247	10	10
Lot 248	10	10
Lot 301	10	10
Lot 302	10	10
Lot 303	10	10
Lot 304	10	10
Lot 305	10	10
Lot 306	10	10
Lot 307	10	10
Lot 308	10	10
Lot 309	10	10
Lot 310	10	10
Lot 311	10	10
Lot 312	10	10
Lot 313	10	10
Lot 314	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 315	10	10
Lot 316	10	10
Lot 317	10	10
Lot 318	10	10
Lot 319	10	10
Lot 320	10	10
Lot 321	10	10
Lot 322	10	10
Lot 323	10	10
Lot 324	10	10
Lot 325	10	10
Lot 326	10	10
Lot 327	10	10
Lot 328	10	10
Lot 329	10	10
Lot 330	10	10
Lot 331	10	10
Lot 332	10	10
Lot 333	10	10
Lot 334	10	10
Lot 335	10	10
Lot 336	10	10
Lot 337	10	10
Lot 338	10	10
Lot 339	10	10
Lot 340	10	10
Lot 341	10	10
Lot 342	10	10
Lot 343	10	10



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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 344	10	10
Lot 345	10	10
Lot 346	10	10
Lot 347	10	10
Lot 348	10	10
Lot 349	10	10
Lot 350	10	10
Lot 351	10	10
Lot 352	10	10
Lot 353	10	10
Lot 354	10	10
Lot 355	10	10
Lot 356	10	10
Lot 357	10	10
Lot 358	10	10
Lot 359	10	10
Lot 360	10	10
Lot 361	10	10
Lot 362	10	10
Lot 363	10	10
Lot 401	10	10
Lot 402	10	10
Lot 403	10	10
Lot 404	10	10
Lot 405	10	10
Lot 406	10	10
Lot 407	10	10
Lot 408	10	10
Lot 409	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 410	10	10
Lot 411	10	10
Lot 412	10	10
Lot 413	10	10
Lot 414	10	10
Lot 501	10	10
Lot 502	10	10
Lot 503	10	10
Lot 504	10	10
Lot 505	10	10
Lot 506	10	10
Lot 507	10	10
Lot 508	10	10
Lot 509	10	10
Lot 510	10	10
Lot 511	10	10
Lot 512	10	10
Lot 513	10	10
Lot 514	10	10
Lot 515	10	10
Lot 516	10	10
Lot 517	10	10
Lot 518	10	10
Lot 519	10	10
Lot 520	10	10
Lot 521	10	10
Lot 522	10	10
Lot 523	10	10
Lot 524	10	10



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PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 525	10	10
Lot 526	10	10
Lot 527	10	10
Lot 528	10	10
Lot 529	10	10
Lot 530	10	10
Lot 531	10	10
Lot 532	10	10
Lot 533	10	10
Lot 534	10	10
Lot 535	10	10
Lot 536	10	10
Lot 537	10	10
Lot 538	10	10
Lot 539	10	10
Lot 540	10	10
Lot 541	10	10
Lot 542	10	10
Lot 543	10	10
Lot 544	10	10
Lot 545	10	10
Lot 546	10	10
Lot 547	10	10
Lot 548	10	10
Lot 549	10	10
Lot 550	10	10
Lot 551	10	10
Lot 552	10	10
Lot 553	10	10



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PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 554	10	10
Lot 555	10	10
Lot 556	10	10
Lot 601	10	10
Lot 602	10	10
Lot 603	10	10
Lot 604	10	10
Lot 605	10	10
Lot 606	10	10
Lot 607	10	10
Lot 608	10	10
Lot 609	10	10
Lot 610	10	10
Lot 611	10	10
Lot 612	10	10
Lot 613	10	10
Lot 614	10	10
Lot 615	10	10
Lot 616	10	10
Lot 617	10	10
Lot 618	10	10
Lot 619	10	10
Lot 620	10	10
Lot 621	10	10
Lot 622	10	10
Lot 623	10	10
Lot 624	10	10
Lot 625	10	10
Lot 626	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 627	10	10
Lot 628	10	10
Lot 629	10	10
Lot 630	7	7
Lot 631	7	7
Lot 632	7	7
Lot 633	7	7
Lot 634	7	7
Lot 651	7	7
Lot 652	7	7
Lot 653	7	7
Lot 654	7	7
Lot 655	7	7
Lot 656	7	7
Lot 657	7	7
Lot 658	7	7
Lot 661	7	7
Lot 662	7	7
Lot 663	7	7
Lot 664	7	7
Lot 665	7	7
Lot 666	7	7
Lot 667	7	7
Lot 668	7	7
Lot 701	10	10
Lot 702	10	10
Lot 703	10	10
Lot 704	10	10
Lot 705	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 706	10	10
Lot 707	10	10
Lot 708	10	10
Lot 709	10	10
Lot 710	10	10
Lot 711	10	10
Lot 712	10	10
Lot 713	10	10
Lot 714	10	10
Lot 715	10	10
Lot 716	10	10
Lot 717	10	10
Lot 718	10	10
Lot 719	10	10
Lot 720	10	10
Lot 721	10	10
Lot 722	10	10
Lot 723	10	10
Lot 724	10	10
Lot 725	10	10
Lot 726	10	10
Lot 727	10	10
Lot 728	10	10
Lot 729	10	10
Lot 730	10	10
Lot 731	10	10
Lot 732	10	10
Lot 733	10	10
Lot 734	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 735	10	10
Lot 736	10	10
Lot 737	10	10
Lot 738	10	10
Lot 739	10	10
Lot 740	10	10
Lot 741	10	10
Lot 742	10	10
Lot 743	10	10
Lot 744	10	10
Lot 745	10	10
Lot 746	10	10
Lot 747	10	10
Lot 748	10	10
Lot 749	7	7
Lot 750	7	7
Lot 751	7	7
Lot 752	7	7
Lot 753	7	7
Lot 754	7	7
Lot 755	7	7
Lot 771	7	7
Lot 772	5	5
Lot 773	5	5
Lot 774	5	5
Lot 775	5	5
Lot 776	5	5
Lot 777	5	5
Lot 778	7	7



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 779	5	5
Lot 780	5	5
Lot 781	3	3
Lot 782	5	5
Lot 783	5	5
Lot 784	3	3
Lot 785	5	5
Lot 786	5	5
Lot 787	5	5
Lot 788	5	5
Lot 789	7	7
Lot 790	7	7
Lot 791	7	7
Lot 792	7	7
Lot 793	7	7
Lot 794	7	7
Lot 801	10	10
Lot 802	10	10
Lot 803	10	10
Lot 804	10	10
Lot 805	10	10
Lot 806	10	10
Lot 807	10	10
Lot 808	10	10
Lot 809	10	10
Lot 810	10	10
Lot 811	10	10
Lot 812	10	10
Lot 813	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 814	10	10
Lot 815	10	10
Lot 816	10	10
Lot 817	10	10
Lot 818	10	10
Lot 819	10	10
Lot 820	10	10
Lot 821	10	10
Lot 822	10	10
Lot 823	10	10
Lot 824	10	10
Lot 825	10	10
Lot 826	10	10
Lot 827	10	10
Lot 828	10	10
Lot 829	10	10
Lot 830	10	10
Lot 831	10	10
Lot 832	10	10
Lot 833	10	10
Lot 834	10	10
Lot 835	10	10
Lot 836	10	10
Lot 837	10	10
Lot 838	10	10
Lot 839	10	10
Lot 840	10	10
Lot 841	10	10
Lot 842	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 843	10	10
Lot 844	10	10
Lot 845	10	10
Lot 846	10	10
Lot 847	10	10
Lot 848	10	10
Lot 849	10	10
Lot 850	10	10
Lot 851	10	10
Lot 852	10	10
Lot 853	10	10
Lot 854	10	10
Lot 855	10	10
Lot 856	10	10
Lot 857	7	7
Lot 858	7	7
Lot 859	7	7
Lot 901	10	10
Lot 902	10	10
Lot 903	10	10
Lot 904	10	10
Lot 905	10	10
Lot 906	10	10
Lot 907	10	10
Lot 908	10	10
Lot 909	10	10
Lot 910	10	10
Lot 911	10	10
Lot 912	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 913	10	10
Lot 914	10	10
Lot 915	10	10
Lot 916	10	10
Lot 917	10	10
Lot 918	10	10
Lot 919	10	10
Lot 920	10	10
Lot 921	10	10
Lot 922	10	10
Lot 923	10	10
Lot 924	10	10
Lot 925	10	10
Lot 926	10	10
Lot 927	10	10
Lot 928	10	10
Lot 929	10	10
Lot 930	10	10
Lot 931	10	10
Lot 932	10	10
Lot 933	10	10
Lot 934	10	10
Lot 935	10	10
Lot 936	10	10
Lot 937	10	10
Lot 938	10	10
Lot 939	10	10
Lot 940	10	10
Lot 941	10	10



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 942	10	10
Lot 943	10	10
Lot 944	10	10
Lot 945	10	10
Lot 946	10	10
Lot 947	10	10
Lot 948	10	10
Lot 949	10	10
Lot 950	10	10
Lot 951	10	10
Lot 952	10	10
Lot 953	10	10
Lot 954	10	10
Lot 955	10	10
Lot 1001	10	10
Lot 1002	10	10
Lot 1003	10	10
Lot 1004	10	10
Lot 1005	10	10
Lot 1006	10	10
Lot 1007	10	10
Lot 1008	10	10
Lot 1009	10	10
Lot 1010	10	10
Lot 1011	10	10
Lot 1012	10	10
Lot 1013	10	10
Lot 1014	10	10
Lot 1015	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1016	10	10
Lot 1017	10	10
Lot 1018	10	10
Lot 1019	10	10
Lot 1020	10	10
Lot 1021	10	10
Lot 1022	10	10
Lot 1023	10	10
Lot 1024	10	10
Lot 1025	10	10
Lot 1026	10	10
Lot 1027	10	10
Lot 1028	10	10
Lot 1029	10	10
Lot 1030	10	10
Lot 1031	10	10
Lot 1032	10	10
Lot 1033	10	10
Lot 1034	10	10
Lot 1035	10	10
Lot 1036	10	10
Lot 1037	10	10
Lot 1038	10	10
Lot 1039	10	10
Lot 1040	10	10
Lot 1041	10	10
Lot 1042	10	10
Lot 1043	10	10
Lot 1044	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1045	10	10
Lot 1046	10	10
Lot 1047	10	10
Lot 1048	10	10
Lot 1049	10	10
Lot 1050	10	10
Lot 1051	10	10
Lot 1052	10	10
Lot 1053	10	10
Lot 1054	10	10
Lot 1055	10	10
Lot 1056	10	10
Lot 1057	10	10
Lot 1058	10	10
Lot 1059	10	10
Lot 1065	10	10
Lot 1066	10	10
Lot 1067	10	10
Lot 1068	10	10
Lot 1069	10	10
Lot 1101	10	10
Lot 1102	10	10
Lot 1103	10	10
Lot 1104	10	10
Lot 1105	10	10
Lot 1106	10	10
Lot 1107	10	10
Lot 1108	10	10
Lot 1109	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1110	10	10
Lot 1111	10	10
Lot 1112	10	10
Lot 1113	10	10
Lot 1114	10	10
Lot 1115	10	10
Lot 1116	10	10
Lot 1117	10	10
Lot 1118	10	10
Lot 1119	10	10
Lot 1120	10	10
Lot 1121	10	10
Lot 1122	10	10
Lot 1123	10	10
Lot 1124	10	10
Lot 1125	10	10
Lot 1126	10	10
Lot 1127	10	10
Lot 1128	10	10
Lot 1129	10	10
Lot 1130	10	10
Lot 1131	10	10
Lot 1132	10	10
Lot 1133	10	10
Lot 1134	10	10
Lot 1135	10	10
Lot 1136	10	10
Lot 1137	10	10
Lot 1138	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1139	10	10
Lot 1140	10	10
Lot 1141	10	10
Lot 1142	10	10
Lot 1143	10	10
Lot 1144A	5	5
Lot 1144B	5	5
Lot 1145	10	10
Lot 1146	10	10
Lot 1147	10	10
Lot 1148	10	10
Lot 1149	10	10
Lot 1150	7	7
Lot 1151	7	7
Lot 1152	7	7
Lot 1153	7	7
Lot 1154	7	7
Lot 1155	7	7
Lot 1156	10	10
Lot 1157	10	10
Lot 1201	10	10
Lot 1202	10	10
Lot 1203	10	10
Lot 1204	10	10
Lot 1205	10	10
Lot 1206	10	10
Lot 1207	10	10
Lot 1208	10	10
Lot 1209	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1210	10	10
Lot 1211	10	10
Lot 1212	10	10
Lot 1213	10	10
Lot 1214	10	10
Lot 1215	10	10
Lot 1216	10	10
Lot 1217	10	10
Lot 1218	10	10
Lot 1219	10	10
Lot 1220	10	10
Lot 1221	10	10
Lot 1222	10	10
Lot 1223	10	10
Lot 1224	10	10
Lot 1225	10	10
Lot 1226	10	10
Lot 1227	10	10
Lot 1228	10	10
Lot 1229	10	10
Lot 1230	10	10
Lot 1231	10	10
Lot 1232	10	10
Lot 1233	10	10
Lot 1234	10	10
Lot 1235	10	10
Lot 1236	10	10
Lot 1237	10	10
Lot 1238	10	10



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1239	10	10
Lot 1240	10	10
Lot 1241	10	10
Lot 1242	10	10
Lot 1243	10	10
Lot 1244	10	10
Lot 1245	10	10
Lot 1246	10	10
Lot 1247	10	10
Lot 1248	10	10
Lot 1249	10	10
Lot 1250	10	10
Lot 1251	10	10
Lot 1252	10	10
Lot 1253	10	10
Lot 1254	10	10
Lot 1255	10	10
Lot 1300	2	2
Lot 1301	2	2
Lot 1302	2	2
Lot 1303	2	2
Lot 1304	2	2
Lot 1305	2	2
Lot 1306	2	2
Lot 1307	2	2
Lot 1308	2	2
Lot 1309	2	2
Lot 1310	2	2
Lot 1311	2	2



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1312	2	2
Lot 1313	2	2
Lot 1314	2	2
Lot 1315	2	2
Lot 1316	2	2
Lot 1317	2	2
Lot 1318	2	2
Lot 1319	2	2
Lot 1320	2	2
Lot 1321	2	2
Lot 1322	2	2
Lot 1323	2	2
Lot 1324	2	2
Lot 1325	2	2
Lot 1326	2	2
Lot 1327	2	2
Lot 1328	2	2
Lot 1329	2	2
Lot 1330	2	2
Lot 1331	2	2
Lot 1332	2	2
Lot 1333	2	2
Lot 1334	2	2
Lot 1335	2	2
Lot 1336	2	2
Lot 1337	2	2
Lot 1338	2	2
Lot 1339	2	2
Lot 1340	2	2



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1341	2	2
Lot 1342	2	2
Lot 1343	2	2
Lot 1344	2	2
Lot 1345	2	2
Lot 1346	2	2
Lot 1347	2	2
Lot 1348	2	2
Lot 1349	2	2
Lot 1350	2	2
Lot 1351	2	2
Lot 1352	2	2
Lot 1353	2	2
Lot 1354	2	2
Lot 1355	2	2
Lot 1356	2	2
Lot 1357	2	2
Lot 1358	2	2
Lot 1359	2	2
Lot 1360	2	2
Lot 1361	2	2
Lot 1362	2	2
Lot 1363	2	2
Lot 1364	2	2
Lot 1365	2	2
Lot 1366	2	2
Lot 1367	2	2
Lot 1368	2	2
Lot 1369	2	2



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1370	2	2
Lot 1371	2	2
Lot 1372	2	2
Lot 1373	2	2
Lot 1374	2	2
Lot 1375	2	2
Lot 1376	2	2
Lot 1377	2	2
Lot 1378	2	2
Lot 1379	2	2
Lot 1380	2	2
Lot 1381	2	2
Lot 1382	2	2
Lot 1383	2	2
Lot 1384	2	2
Lot 1385	2	2
Lot 1386	2	2
Lot 1387	2	2
Lot 1388	2	2
Lot 1389	2	2
Lot 1390	2	2
Lot 1391	2	2
Lot 1392	2	2
Lot 1393	2	2
Lot 1394	2	2
Lot 1395	2	2
Lot 1396	2	2
Lot 1397	2	2
Lot 1398	2	2



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1399	2	2
Lot 1400	2	2
Lot 1401	2	2
Lot 1402	2	2
Lot 1403	2	2
Lot 1404	2	2
Lot 1405	2	2
Lot 1406	2	2
Lot 1407	2	2
Lot 1408	2	2
Lot 1409	2	2
Lot 1410	2	2
Lot 1411	2	2
Lot 1412	2	2
Lot 1413	2	2
Lot 1414	2	2
Lot 1415	2	2
Lot 1416	2	2
Lot 1417	2	2
Lot 1418	2	2
Lot 1419	2	2
Lot 1420	2	2
Lot 1421	2	2
Lot 1422	2	2
Lot 1423	2	2
Lot 1424	2	2
Lot 1425	2	2
Lot 1426	2	2
Lot 1427	2	2



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1428	2	2
Lot 1429	2	2
Lot 1430	2	2
Lot 1431	2	2
Lot 1432	2	2
Lot 1433	2	2
Lot 1434	2	2
Lot 1435	60	60
Lot 1436	1	1
Lot 1437	1	1
Lot 1438	1	1
Lot 1442	1	1
Lot 1443	1	1
Lot 1444	1	1
Lot 1445	1	1
Lot 1447	1	1
Lot 1448	1	1
Lot 1449	1	1
Lot 1450	1	1
Lot 1451	1	1
Lot 5001	7	7
Lot 5002	7	7
Lot 5003	7	7
Lot 5004	7	7
Lot 5005	7	7
Lot 5006	7	7
Lot 5501	5	5
Lot 5502	5	5
Lot 5503	5	5



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OWNERS CORPORATION 1
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5504	5	5
Lot 5505	7	7
Lot 5506	7	7
Lot 5507	7	7
Lot 5508	7	7
Lot 5509	7	7
Lot 5510	7	7
Lot 5511	7	7
Lot 5512	7	7
Lot 5513	7	7
Lot 6801	10	10
Lot 6802	10	10
Lot 6803	10	10
Lot 6804	10	10
Lot 6805	10	10
Lot 6806	10	10
Lot 6807	10	10
Lot 6808	10	10
Lot 6809	10	10
Lot 6810	10	10
Lot 6811	10	10
Lot 6812	10	10
Lot 6813	10	10
Lot 6814	10	10
Total	7239.00	7239.00

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 2
PLAN NO. PS436604K

The land in PS436604K is affected by 21 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 2, 19, Lots 1A, 1B, 1C, 1D, 3 - 25, 51 - 75, 101 - 137, 201 - 248, 301 - 363, 401 - 414, 501 - 556, 601 - 634, 651 - 658, 661 - 668, 701 - 755, 771 - 794, 801 - 859, 901 - 955, 1001 - 1059, 1065 - 1069, 1101 - 1143, 1144A, 1144B, 1145 - 1157, 1201 - 1255, 1300 - 1434, 5001 - 5006, 5501 - 5513, 6801 - 6814.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNELL STREET PORT MELBOURNE VIC 3207

AQ645380D 18/01/2018

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. AE134279V 27/01/2006

Additional Owners Corporation Information:

NIL

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 21.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Common Property 19	0	0
Lot 1A	7	7
Lot 1B	7	7
Lot 1C	7	7



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OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1D	7	7
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 51	10	10
Lot 52	10	10
Lot 53	10	10
Lot 54	10	10
Lot 55	10	10



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OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 56	10	10
Lot 57	10	10
Lot 58	10	10
Lot 59	10	10
Lot 60	10	10
Lot 61	10	10
Lot 62	10	10
Lot 63	10	10
Lot 64	10	10
Lot 65	10	10
Lot 66	10	10
Lot 67	10	10
Lot 68	10	10
Lot 69	10	10
Lot 70	10	10
Lot 71	10	10
Lot 72	10	10
Lot 73	10	10
Lot 74	10	10
Lot 75	10	10
Lot 101	7	7
Lot 102	7	7
Lot 103	7	7
Lot 104	7	7
Lot 105	7	7
Lot 106	7	7
Lot 107	7	7
Lot 108	7	7
Lot 109	7	7



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OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 110	7	7
Lot 111	7	7
Lot 112	7	7
Lot 113	7	7
Lot 114	7	7
Lot 115	7	7
Lot 116	7	7
Lot 117	5	5
Lot 118	5	5
Lot 119	7	7
Lot 120	7	7
Lot 121	7	7
Lot 122	7	7
Lot 123	7	7
Lot 124	7	7
Lot 125	7	7
Lot 126	7	7
Lot 127	5	5
Lot 128	7	7
Lot 129	7	7
Lot 130	7	7
Lot 131	7	7
Lot 132	7	7
Lot 133	5	5
Lot 134	5	5
Lot 135	5	5
Lot 136	5	5
Lot 137	5	5
Lot 201	10	10



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OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 202	10	10
Lot 203	10	10
Lot 204	10	10
Lot 205	10	10
Lot 206	10	10
Lot 207	10	10
Lot 208	10	10
Lot 209	10	10
Lot 210	10	10
Lot 211	10	10
Lot 212	10	10
Lot 213	10	10
Lot 214	10	10
Lot 215	10	10
Lot 216	10	10
Lot 217	10	10
Lot 218	10	10
Lot 219	10	10
Lot 220	10	10
Lot 221	10	10
Lot 222	10	10
Lot 223	10	10
Lot 224	10	10
Lot 225	10	10
Lot 226	10	10
Lot 227	10	10
Lot 228	10	10
Lot 229	10	10
Lot 230	10	10



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OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 231	10	10
Lot 232	10	10
Lot 233	10	10
Lot 234	10	10
Lot 235	10	10
Lot 236	10	10
Lot 237	10	10
Lot 238	10	10
Lot 239	10	10
Lot 240	10	10
Lot 241	10	10
Lot 242	10	10
Lot 243	10	10
Lot 244	10	10
Lot 245	10	10
Lot 246	10	10
Lot 247	10	10
Lot 248	10	10
Lot 301	10	10
Lot 302	10	10
Lot 303	10	10
Lot 304	10	10
Lot 305	10	10
Lot 306	10	10
Lot 307	10	10
Lot 308	10	10
Lot 309	10	10
Lot 310	10	10
Lot 311	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 312	10	10
Lot 313	10	10
Lot 314	10	10
Lot 315	10	10
Lot 316	10	10
Lot 317	10	10
Lot 318	10	10
Lot 319	10	10
Lot 320	10	10
Lot 321	10	10
Lot 322	10	10
Lot 323	10	10
Lot 324	10	10
Lot 325	10	10
Lot 326	10	10
Lot 327	10	10
Lot 328	10	10
Lot 329	10	10
Lot 330	10	10
Lot 331	10	10
Lot 332	10	10
Lot 333	10	10
Lot 334	10	10
Lot 335	10	10
Lot 336	10	10
Lot 337	10	10
Lot 338	10	10
Lot 339	10	10
Lot 340	10	10



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PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 341	10	10
Lot 342	10	10
Lot 343	10	10
Lot 344	10	10
Lot 345	10	10
Lot 346	10	10
Lot 347	10	10
Lot 348	10	10
Lot 349	10	10
Lot 350	10	10
Lot 351	10	10
Lot 352	10	10
Lot 353	10	10
Lot 354	10	10
Lot 355	10	10
Lot 356	10	10
Lot 357	10	10
Lot 358	10	10
Lot 359	10	10
Lot 360	10	10
Lot 361	10	10
Lot 362	10	10
Lot 363	10	10
Lot 401	10	10
Lot 402	10	10
Lot 403	10	10
Lot 404	10	10
Lot 405	10	10
Lot 406	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 407	10	10
Lot 408	10	10
Lot 409	10	10
Lot 410	10	10
Lot 411	10	10
Lot 412	10	10
Lot 413	10	10
Lot 414	10	10
Lot 501	10	10
Lot 502	10	10
Lot 503	10	10
Lot 504	10	10
Lot 505	10	10
Lot 506	10	10
Lot 507	10	10
Lot 508	10	10
Lot 509	10	10
Lot 510	10	10
Lot 511	10	10
Lot 512	10	10
Lot 513	10	10
Lot 514	10	10
Lot 515	10	10
Lot 516	10	10
Lot 517	10	10
Lot 518	10	10
Lot 519	10	10
Lot 520	10	10
Lot 521	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 522	10	10
Lot 523	10	10
Lot 524	10	10
Lot 525	10	10
Lot 526	10	10
Lot 527	10	10
Lot 528	10	10
Lot 529	10	10
Lot 530	10	10
Lot 531	10	10
Lot 532	10	10
Lot 533	10	10
Lot 534	10	10
Lot 535	10	10
Lot 536	10	10
Lot 537	10	10
Lot 538	10	10
Lot 539	10	10
Lot 540	10	10
Lot 541	10	10
Lot 542	10	10
Lot 543	10	10
Lot 544	10	10
Lot 545	10	10
Lot 546	10	10
Lot 547	10	10
Lot 548	10	10
Lot 549	10	10
Lot 550	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 551	10	10
Lot 552	10	10
Lot 553	10	10
Lot 554	10	10
Lot 555	10	10
Lot 556	10	10
Lot 601	10	10
Lot 602	10	10
Lot 603	10	10
Lot 604	10	10
Lot 605	10	10
Lot 606	10	10
Lot 607	10	10
Lot 608	10	10
Lot 609	10	10
Lot 610	10	10
Lot 611	10	10
Lot 612	10	10
Lot 613	10	10
Lot 614	10	10
Lot 615	10	10
Lot 616	10	10
Lot 617	10	10
Lot 618	10	10
Lot 619	10	10
Lot 620	10	10
Lot 621	10	10
Lot 622	10	10
Lot 623	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 624	10	10
Lot 625	10	10
Lot 626	10	10
Lot 627	10	10
Lot 628	10	10
Lot 629	10	10
Lot 630	7	7
Lot 631	7	7
Lot 632	7	7
Lot 633	7	7
Lot 634	7	7
Lot 651	7	7
Lot 652	7	7
Lot 653	7	7
Lot 654	7	7
Lot 655	7	7
Lot 656	7	7
Lot 657	7	7
Lot 658	7	7
Lot 661	7	7
Lot 662	7	7
Lot 663	7	7
Lot 664	7	7
Lot 665	7	7
Lot 666	7	7
Lot 667	7	7
Lot 668	7	7
Lot 701	10	10
Lot 702	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 703	10	10
Lot 704	10	10
Lot 705	10	10
Lot 706	10	10
Lot 707	10	10
Lot 708	10	10
Lot 709	10	10
Lot 710	10	10
Lot 711	10	10
Lot 712	10	10
Lot 713	10	10
Lot 714	10	10
Lot 715	10	10
Lot 716	10	10
Lot 717	10	10
Lot 718	10	10
Lot 719	10	10
Lot 720	10	10
Lot 721	10	10
Lot 722	10	10
Lot 723	10	10
Lot 724	10	10
Lot 725	10	10
Lot 726	10	10
Lot 727	10	10
Lot 728	10	10
Lot 729	10	10
Lot 730	10	10
Lot 731	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 732	10	10
Lot 733	10	10
Lot 734	10	10
Lot 735	10	10
Lot 736	10	10
Lot 737	10	10
Lot 738	10	10
Lot 739	10	10
Lot 740	10	10
Lot 741	10	10
Lot 742	10	10
Lot 743	10	10
Lot 744	10	10
Lot 745	10	10
Lot 746	10	10
Lot 747	10	10
Lot 748	10	10
Lot 749	7	7
Lot 750	7	7
Lot 751	7	7
Lot 752	7	7
Lot 753	7	7
Lot 754	7	7
Lot 755	7	7
Lot 771	7	7
Lot 772	5	5
Lot 773	5	5
Lot 774	5	5
Lot 775	5	5



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 776	5	5
Lot 777	5	5
Lot 778	7	7
Lot 779	5	5
Lot 780	5	5
Lot 781	3	3
Lot 782	5	5
Lot 783	5	5
Lot 784	3	3
Lot 785	5	5
Lot 786	5	5
Lot 787	5	5
Lot 788	5	5
Lot 789	7	7
Lot 790	7	7
Lot 791	7	7
Lot 792	7	7
Lot 793	7	7
Lot 794	7	7
Lot 801	10	10
Lot 802	10	10
Lot 803	10	10
Lot 804	10	10
Lot 805	10	10
Lot 806	10	10
Lot 807	10	10
Lot 808	10	10
Lot 809	10	10
Lot 810	10	10



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PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 811	10	10
Lot 812	10	10
Lot 813	10	10
Lot 814	10	10
Lot 815	10	10
Lot 816	10	10
Lot 817	10	10
Lot 818	10	10
Lot 819	10	10
Lot 820	10	10
Lot 821	10	10
Lot 822	10	10
Lot 823	10	10
Lot 824	10	10
Lot 825	10	10
Lot 826	10	10
Lot 827	10	10
Lot 828	10	10
Lot 829	10	10
Lot 830	10	10
Lot 831	10	10
Lot 832	10	10
Lot 833	10	10
Lot 834	10	10
Lot 835	10	10
Lot 836	10	10
Lot 837	10	10
Lot 838	10	10
Lot 839	10	10



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OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 840	10	10
Lot 841	10	10
Lot 842	10	10
Lot 843	10	10
Lot 844	10	10
Lot 845	10	10
Lot 846	10	10
Lot 847	10	10
Lot 848	10	10
Lot 849	10	10
Lot 850	10	10
Lot 851	10	10
Lot 852	10	10
Lot 853	10	10
Lot 854	10	10
Lot 855	10	10
Lot 856	10	10
Lot 857	7	7
Lot 858	7	7
Lot 859	7	7
Lot 901	10	10
Lot 902	10	10
Lot 903	10	10
Lot 904	10	10
Lot 905	10	10
Lot 906	10	10
Lot 907	10	10
Lot 908	10	10
Lot 909	10	10



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PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 910	10	10
Lot 911	10	10
Lot 912	10	10
Lot 913	10	10
Lot 914	10	10
Lot 915	10	10
Lot 916	10	10
Lot 917	10	10
Lot 918	10	10
Lot 919	10	10
Lot 920	10	10
Lot 921	10	10
Lot 922	10	10
Lot 923	10	10
Lot 924	10	10
Lot 925	10	10
Lot 926	10	10
Lot 927	10	10
Lot 928	10	10
Lot 929	10	10
Lot 930	10	10
Lot 931	10	10
Lot 932	10	10
Lot 933	10	10
Lot 934	10	10
Lot 935	10	10
Lot 936	10	10
Lot 937	10	10
Lot 938	10	10



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OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 939	10	10
Lot 940	10	10
Lot 941	10	10
Lot 942	10	10
Lot 943	10	10
Lot 944	10	10
Lot 945	10	10
Lot 946	10	10
Lot 947	10	10
Lot 948	10	10
Lot 949	10	10
Lot 950	10	10
Lot 951	10	10
Lot 952	10	10
Lot 953	10	10
Lot 954	10	10
Lot 955	10	10
Lot 1001	10	10
Lot 1002	10	10
Lot 1003	10	10
Lot 1004	10	10
Lot 1005	10	10
Lot 1006	10	10
Lot 1007	10	10
Lot 1008	10	10
Lot 1009	10	10
Lot 1010	10	10
Lot 1011	10	10
Lot 1012	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1013	10	10
Lot 1014	10	10
Lot 1015	10	10
Lot 1016	10	10
Lot 1017	10	10
Lot 1018	10	10
Lot 1019	10	10
Lot 1020	10	10
Lot 1021	10	10
Lot 1022	10	10
Lot 1023	10	10
Lot 1024	10	10
Lot 1025	10	10
Lot 1026	10	10
Lot 1027	10	10
Lot 1028	10	10
Lot 1029	10	10
Lot 1030	10	10
Lot 1031	10	10
Lot 1032	10	10
Lot 1033	10	10
Lot 1034	10	10
Lot 1035	10	10
Lot 1036	10	10
Lot 1037	10	10
Lot 1038	10	10
Lot 1039	10	10
Lot 1040	10	10
Lot 1041	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1042	10	10
Lot 1043	10	10
Lot 1044	10	10
Lot 1045	10	10
Lot 1046	10	10
Lot 1047	10	10
Lot 1048	10	10
Lot 1049	10	10
Lot 1050	10	10
Lot 1051	10	10
Lot 1052	10	10
Lot 1053	10	10
Lot 1054	10	10
Lot 1055	10	10
Lot 1056	10	10
Lot 1057	10	10
Lot 1058	10	10
Lot 1059	10	10
Lot 1065	10	10
Lot 1066	10	10
Lot 1067	10	10
Lot 1068	10	10
Lot 1069	10	10
Lot 1101	10	10
Lot 1102	10	10
Lot 1103	10	10
Lot 1104	10	10
Lot 1105	10	10
Lot 1106	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1107	10	10
Lot 1108	10	10
Lot 1109	10	10
Lot 1110	10	10
Lot 1111	10	10
Lot 1112	10	10
Lot 1113	10	10
Lot 1114	10	10
Lot 1115	10	10
Lot 1116	10	10
Lot 1117	10	10
Lot 1118	10	10
Lot 1119	10	10
Lot 1120	10	10
Lot 1121	10	10
Lot 1122	10	10
Lot 1123	10	10
Lot 1124	10	10
Lot 1125	10	10
Lot 1126	10	10
Lot 1127	10	10
Lot 1128	10	10
Lot 1129	10	10
Lot 1130	10	10
Lot 1131	10	10
Lot 1132	10	10
Lot 1133	10	10
Lot 1134	10	10
Lot 1135	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1136	10	10
Lot 1137	10	10
Lot 1138	10	10
Lot 1139	10	10
Lot 1140	10	10
Lot 1141	10	10
Lot 1142	10	10
Lot 1143	10	10
Lot 1144A	5	5
Lot 1144B	5	5
Lot 1145	10	10
Lot 1146	10	10
Lot 1147	10	10
Lot 1148	10	10
Lot 1149	10	10
Lot 1150	7	7
Lot 1151	7	7
Lot 1152	7	7
Lot 1153	7	7
Lot 1154	7	7
Lot 1155	7	7
Lot 1156	10	10
Lot 1157	10	10
Lot 1201	10	10
Lot 1202	10	10
Lot 1203	10	10
Lot 1204	10	10
Lot 1205	10	10
Lot 1206	10	10



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1207	10	10
Lot 1208	10	10
Lot 1209	10	10
Lot 1210	10	10
Lot 1211	10	10
Lot 1212	10	10
Lot 1213	10	10
Lot 1214	10	10
Lot 1215	10	10
Lot 1216	10	10
Lot 1217	10	10
Lot 1218	10	10
Lot 1219	10	10
Lot 1220	10	10
Lot 1221	10	10
Lot 1222	10	10
Lot 1223	10	10
Lot 1224	10	10
Lot 1225	10	10
Lot 1226	10	10
Lot 1227	10	10
Lot 1228	10	10
Lot 1229	10	10
Lot 1230	10	10
Lot 1231	10	10
Lot 1232	10	10
Lot 1233	10	10
Lot 1234	10	10
Lot 1235	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/11/2025 04:31:23 PM

OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1236	10	10
Lot 1237	10	10
Lot 1238	10	10
Lot 1239	10	10
Lot 1240	10	10
Lot 1241	10	10
Lot 1242	10	10
Lot 1243	10	10
Lot 1244	10	10
Lot 1245	10	10
Lot 1246	10	10
Lot 1247	10	10
Lot 1248	10	10
Lot 1249	10	10
Lot 1250	10	10
Lot 1251	10	10
Lot 1252	10	10
Lot 1253	10	10
Lot 1254	10	10
Lot 1255	10	10
Lot 1300	2	2
Lot 1301	2	2
Lot 1302	2	2
Lot 1303	2	2
Lot 1304	2	2
Lot 1305	2	2
Lot 1306	2	2
Lot 1307	2	2
Lot 1308	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/11/2025 04:31:23 PM

OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1309	2	2
Lot 1310	2	2
Lot 1311	2	2
Lot 1312	2	2
Lot 1313	2	2
Lot 1314	2	2
Lot 1315	2	2
Lot 1316	2	2
Lot 1317	2	2
Lot 1318	2	2
Lot 1319	2	2
Lot 1320	2	2
Lot 1321	2	2
Lot 1322	2	2
Lot 1323	2	2
Lot 1324	2	2
Lot 1325	2	2
Lot 1326	2	2
Lot 1327	2	2
Lot 1328	2	2
Lot 1329	2	2
Lot 1330	2	2
Lot 1331	2	2
Lot 1332	2	2
Lot 1333	2	2
Lot 1334	2	2
Lot 1335	2	2
Lot 1336	2	2
Lot 1337	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/11/2025 04:31:23 PM

OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1338	2	2
Lot 1339	2	2
Lot 1340	2	2
Lot 1341	2	2
Lot 1342	2	2
Lot 1343	2	2
Lot 1344	2	2
Lot 1345	2	2
Lot 1346	2	2
Lot 1347	2	2
Lot 1348	2	2
Lot 1349	2	2
Lot 1350	2	2
Lot 1351	2	2
Lot 1352	2	2
Lot 1353	2	2
Lot 1354	2	2
Lot 1355	2	2
Lot 1356	2	2
Lot 1357	2	2
Lot 1358	2	2
Lot 1359	2	2
Lot 1360	2	2
Lot 1361	2	2
Lot 1362	2	2
Lot 1363	2	2
Lot 1364	2	2
Lot 1365	2	2
Lot 1366	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1367	2	2
Lot 1368	2	2
Lot 1369	2	2
Lot 1370	2	2
Lot 1371	2	2
Lot 1372	2	2
Lot 1373	2	2
Lot 1374	2	2
Lot 1375	2	2
Lot 1376	2	2
Lot 1377	2	2
Lot 1378	2	2
Lot 1379	2	2
Lot 1380	2	2
Lot 1381	2	2
Lot 1382	2	2
Lot 1383	2	2
Lot 1384	2	2
Lot 1385	2	2
Lot 1386	2	2
Lot 1387	2	2
Lot 1388	2	2
Lot 1389	2	2
Lot 1390	2	2
Lot 1391	2	2
Lot 1392	2	2
Lot 1393	2	2
Lot 1394	2	2
Lot 1395	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/11/2025 04:31:23 PM

OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1396	2	2
Lot 1397	2	2
Lot 1398	2	2
Lot 1399	2	2
Lot 1400	2	2
Lot 1401	2	2
Lot 1402	2	2
Lot 1403	2	2
Lot 1404	2	2
Lot 1405	2	2
Lot 1406	2	2
Lot 1407	2	2
Lot 1408	2	2
Lot 1409	2	2
Lot 1410	2	2
Lot 1411	2	2
Lot 1412	2	2
Lot 1413	2	2
Lot 1414	2	2
Lot 1415	2	2
Lot 1416	2	2
Lot 1417	2	2
Lot 1418	2	2
Lot 1419	2	2
Lot 1420	2	2
Lot 1421	2	2
Lot 1422	2	2
Lot 1423	2	2
Lot 1424	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/11/2025 04:31:23 PM

OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1425	2	2
Lot 1426	2	2
Lot 1427	2	2
Lot 1428	2	2
Lot 1429	2	2
Lot 1430	2	2
Lot 1431	2	2
Lot 1432	2	2
Lot 1433	2	2
Lot 1434	2	2
Lot 5001	7	7
Lot 5002	7	7
Lot 5003	7	7
Lot 5004	7	7
Lot 5005	7	7
Lot 5006	7	7
Lot 5501	5	5
Lot 5502	5	5
Lot 5503	5	5
Lot 5504	5	5
Lot 5505	7	7
Lot 5506	7	7
Lot 5507	7	7
Lot 5508	7	7
Lot 5509	7	7
Lot 5510	7	7
Lot 5511	7	7
Lot 5512	7	7
Lot 5513	7	7



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/11/2025 04:31:23 PM

OWNERS CORPORATION 2
PLAN NO. PS436604K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6801	10	10
Lot 6802	10	10
Lot 6803	10	10
Lot 6804	10	10
Lot 6805	10	10
Lot 6806	10	10
Lot 6807	10	10
Lot 6808	10	10
Lot 6809	10	10
Lot 6810	10	10
Lot 6811	10	10
Lot 6812	10	10
Lot 6813	10	10
Lot 6814	10	10
Total	7067.00	7067.00

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.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



the place
to live

Certificate Number: 3103 / 2025
Darebin Reference Number: 63321.4

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989

Date of Issue	03-Nov-2025
Assessment Number	63321.4
Applicant Reference	78631450-059-6:120379
Certificate Number	3103/2025
Property Location	70 Ernest Jones Drive MACLEOD VIC 3085
Property Description	CT-10706/913 Lot 316 PS 436604 AVPCC 110.3 - Detached Dwelling

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

The level of value date is 1-Jan-2025 and the date of operation of the valuation for this property is 01-July-2025.

Site Value	\$820,000
Capital Improved Value	\$1,320,000
Net Annual Value	\$66,000

Certificate Number: 3103 / 2025
Darebin Reference Number: 63321.4

Rates and charges levied for the period 01/07/2025 - 30/06/2026

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00181084	Residential Vacant Land	0.00543252
Business	0.00316897	Business Vacant Land	0.00724336
Vacant Retail Land	0.00724336	Mixed Use Land	0.00253517

Arrears to 30-Jun-2025	\$0.00
Arrears of Legal Fees	\$0.00
Residential Rate	\$2,390.30
Emergency Services Volunteers Fund	\$364.35
Environmental Charge	\$435.70
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	-\$799.35
Rates and Charges due:	\$2,391.00
Special Rates and Charges due:	\$0.00
Total due for property: 70 Ernest Jones Drive MACLEOD VIC 3085	\$2,391.00

Pay settlements by:

- BPAY quoting Biller Code: 7831 and reference number 0633214
To pay \$2,391.00
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 633214 to pay \$2,391.00

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Certificate Number: 3103 / 2025
Darebin Reference Number: 63321.4

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



the place
to live

Certificate Number: 3103 / 2025
Darebin Reference Number: 63321.4

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$30.60 being the fee for this certificate.

Yvonne Condello
REVENUE SERVICES COORDINATOR

1st November 2025

Angelo Veljanovski C/- LANDATA
LANDATA

Dear Angelo Veljanovski C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	70 ERNEST JONES DRIVE MACLEOD 3085
Applicant	Angelo Veljanovski C/- LANDATA LANDATA
Information Statement	30986941
Conveyancing Account Number	7959580000
Your Reference	Estate of Veljanovski

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	70 ERNEST JONES DRIVE MACLEOD 3085

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	70 ERNEST JONES DRIVE MACLEOD 3085

STATEMENT UNDER SECTION 158 WATER ACT 1989

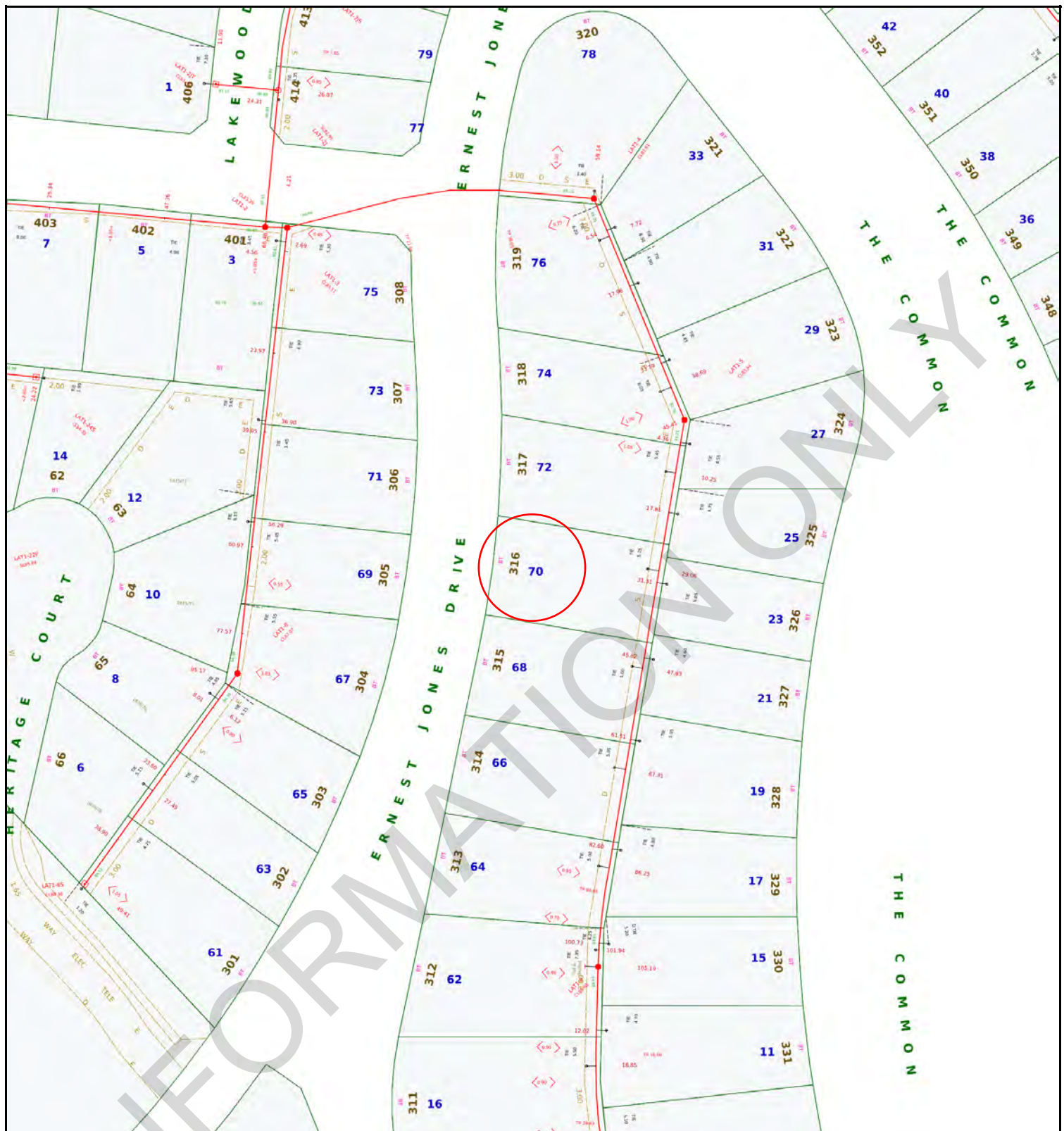
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30986941**

Address	70 ERNEST JONES DRIVE MACLEOD 3085
Date	01/11/2025
Scale	1:1000



Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Angelo Veljanovski C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1589160000
Rate Certificate No: 30986941

Date of Issue: 01/11/2025
Your Ref: Estate of Veljanovski

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
70 ERNEST JONES DR, MACLEOD VIC 3085	316\PS436604	1600694	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge Step 1 – 2.000000kL x \$3.43420000 = \$2.42 Step 1 – 0.000000kL x \$3.57240000 = \$4.63 Estimated Average Daily Usage \$0.08	30-05-2025 to 26-08-2025	\$7.05	\$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$197.98



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1600694

Address: 70 ERNEST JONES DR, MACLEOD VIC 3085

Water Information Statement Number: 30986941

HOW TO PAY



Bill Code: 314567
Ref: 15891600000

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Angelo Veljanovski
184 GRANDVIEW GROVE, Rosanna
ROSANNA 3084

Client Reference: Estate of Veljanovski

NO PROPOSALS. As at the 1th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

70 ERNEST JONES DRIVE, MACLEOD 3085
CITY OF DAREBIN

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 1th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78631450 - 78631450162413 'Estate of Veljanovski'

Property Clearance Certificate
Land Tax



ANGELO VELJANOVSKI

Table with 2 columns: Field (Your Reference, Certificate No, Issue Date, Enquiries) and Value (LD:78631450-054-1.ESTATE C, 93996056, 01 NOV 2025, ESYSPROD)

Land Address: 70 ERNEST JONES DRIVE MACLEOD VIC 3085

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 30224474, 316, 436604, 10706, 913, \$0.00

Vendor: ILIJA VELJANOVSKI
Purchaser: NOT KNOWN NOT KNOWN

Table with 6 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: ILIJA VALJANOSKI, 2025, \$910,000, \$0.00, \$0.00, \$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Table with 5 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description and Value. Rows: CAPITAL IMPROVED VALUE (CIV): \$1,360,000; SITE VALUE (SV): \$910,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00



Notes to Certificate - Land Tax

Certificate No: 93996056

Power to issue Certificate

1. Pursuant to section 95AA of the **Taxation Administration Act 1997**, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the **Land Tax Act 2005**, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$4,110.00

Taxable Value = \$910,000

Calculated as \$2,250 plus (\$910,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$13,600.00

Taxable Value = \$1,360,000

Calculated as \$1,360,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93996056

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 93996056

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



ANGELO VELJANOVSKI

Your Reference: LD:78631450-054-1.Estate of Ve

Certificate No: 93996056

Issue Date: 01 NOV 2025

Enquires: ESYSPROD

Land Address: 70 ERNEST JONES DRIVE MACLEOD VIC 3085

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30224474	316	436604	10706	913	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,360,000
SITE VALUE:	\$910,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93996056

Power to issue Certificate

1. Pursuant to section 95AA of the **Taxation Administration Act 1997**, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the **Valuation of Land Act 1960**:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the **Commercial and Industrial Property Tax Reform Act 2024** (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



ANGELO VELJANOVSKI

Your Reference:	LD:78631450-054-1.ESTATE OF VE
Certificate No:	93996056
Issue Date:	01 NOV 2025

Land Address: 70 ERNEST JONES DRIVE MACLEOD VIC 3085

Lot	Plan	Volume	Folio
316	436604	10706	913

Vendor: ILIJA VELJANOVSKI
Purchaser: NOT KNOWN NOT KNOWN

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 93996056

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 93996056 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 93996056 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1195656

APPLICANT'S NAME & ADDRESS

ANGELO VELJANOVSKI C/- LANDATA
DOCKLANDS

VENDOR

VELJANOVSKI, ILIJA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

Estate of Veljanovski

This certificate is issued for:

LOT 316 PLAN PS436604 ALSO KNOWN AS 70 ERNEST JONES DRIVE MACLEOD
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 4
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

01 November 2025

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

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

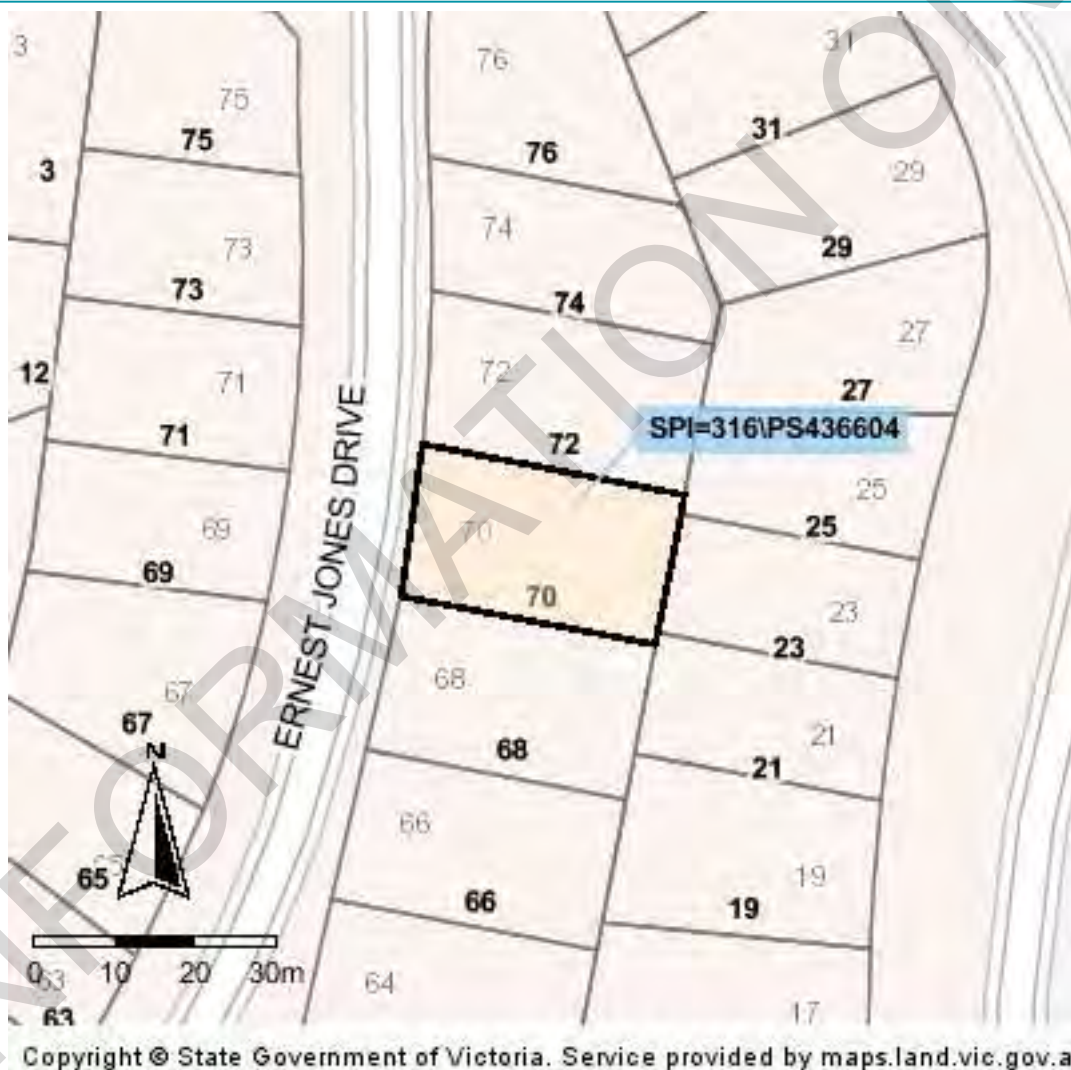
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

Created at 10 November 2025 08:40 PM

PROPERTY DETAILS

Address: **70 ERNEST JONES DRIVE MACLEOD 3085**

Lot and Plan Number: **Lot 316 PS436604**

Standard Parcel Identifier (SPI): **316\PS436604**

Local Government Area (Council): **DAREBIN**

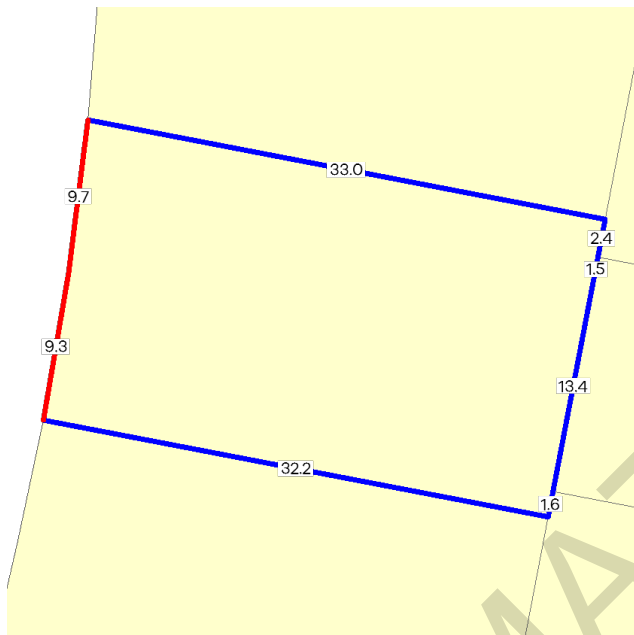
Council Property Number: **236311**

Directory Reference: **Melway 19 K6**

www.darebin.vic.gov.au

SITE DIMENSIONS

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



Area: 617 sq. m

Perimeter: 103 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **BUNDOORA**

PLANNING INFORMATION

Property 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.

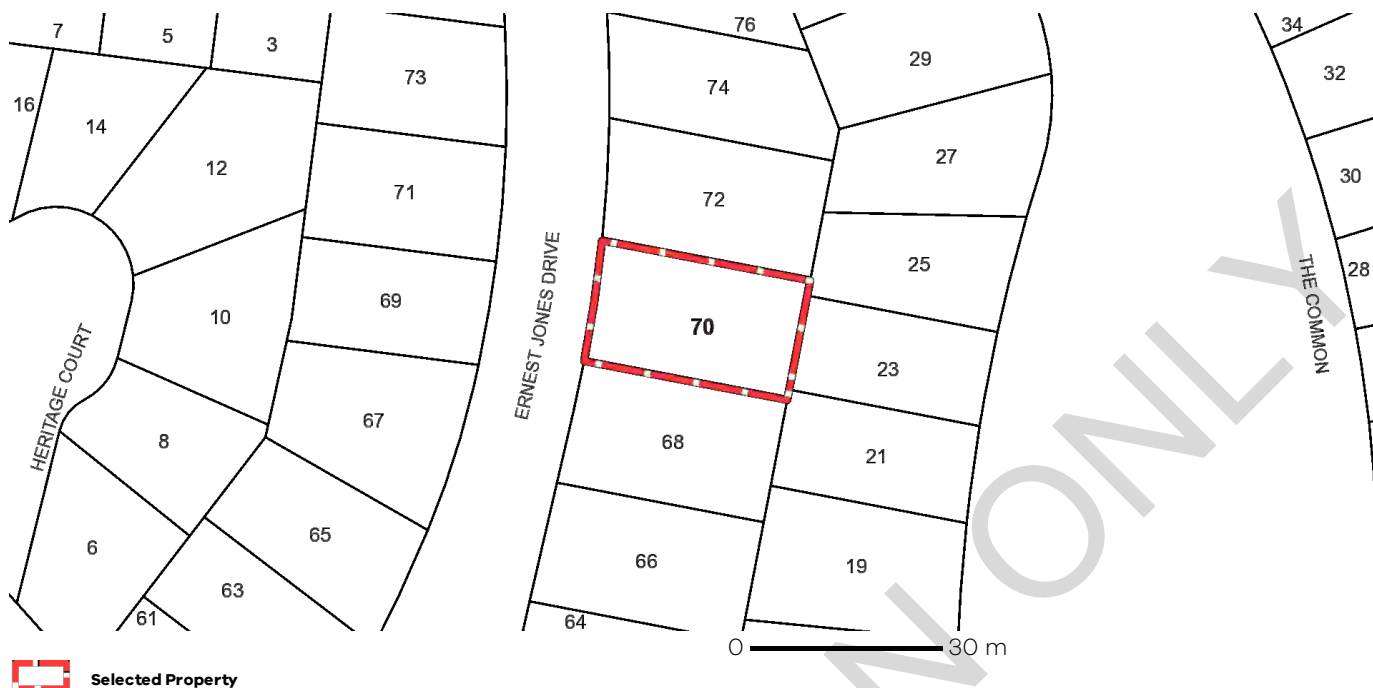
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 November 2025 08:40 PM

PROPERTY DETAILS

Address: **70 ERNEST JONES DRIVE MACLEOD 3085**

Lot and Plan Number: **Lot 316 PS436604**

Standard Parcel Identifier (SPI): **316\PS436604**

Local Government Area (Council): **DAREBIN**

Council Property Number: **236311**

Planning Scheme: **Darebin**

Directory Reference: **Melway 19 K6**

www.darebin.vic.gov.au

[Planning Scheme - Darebin](#)

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: **BUNDOORA**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

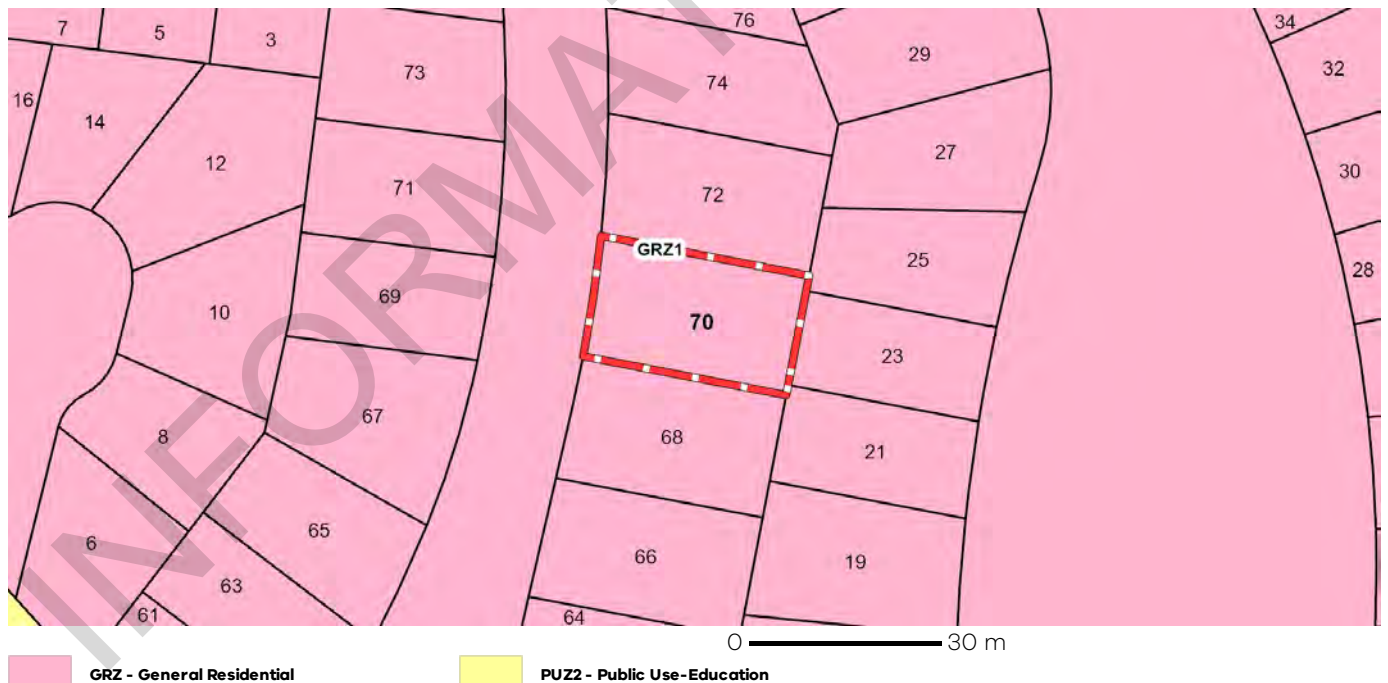
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

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

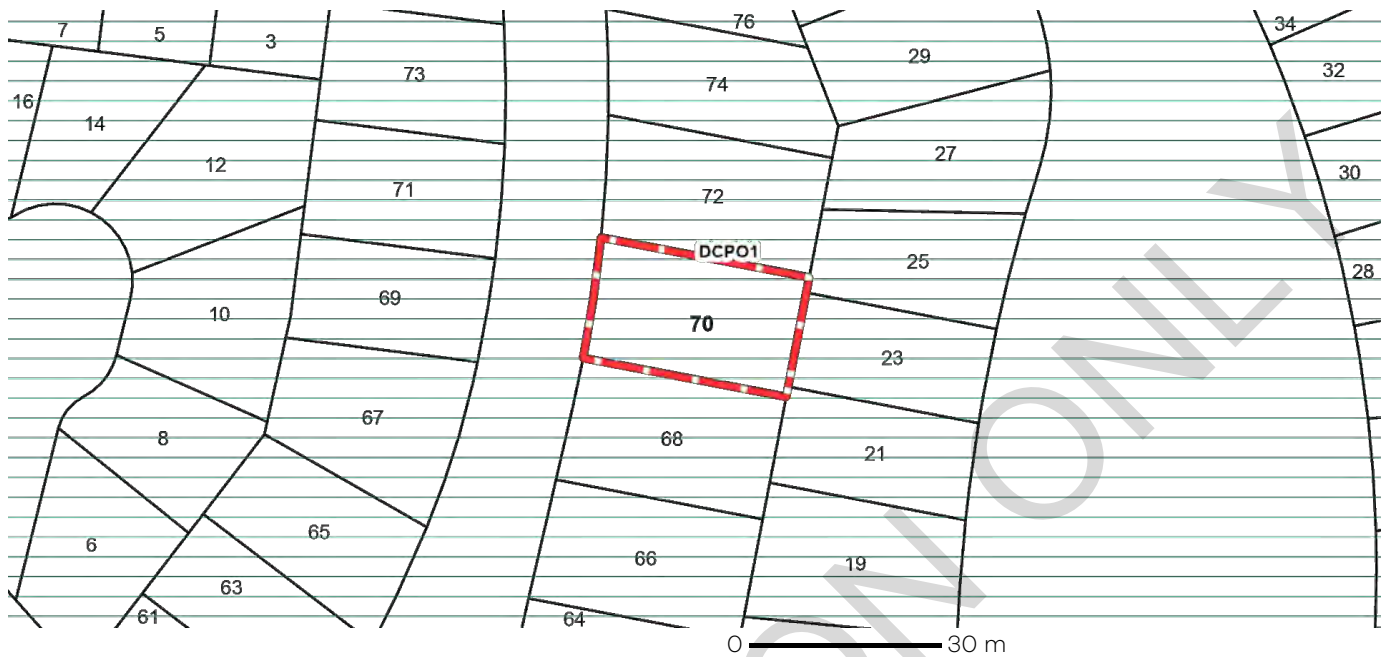


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

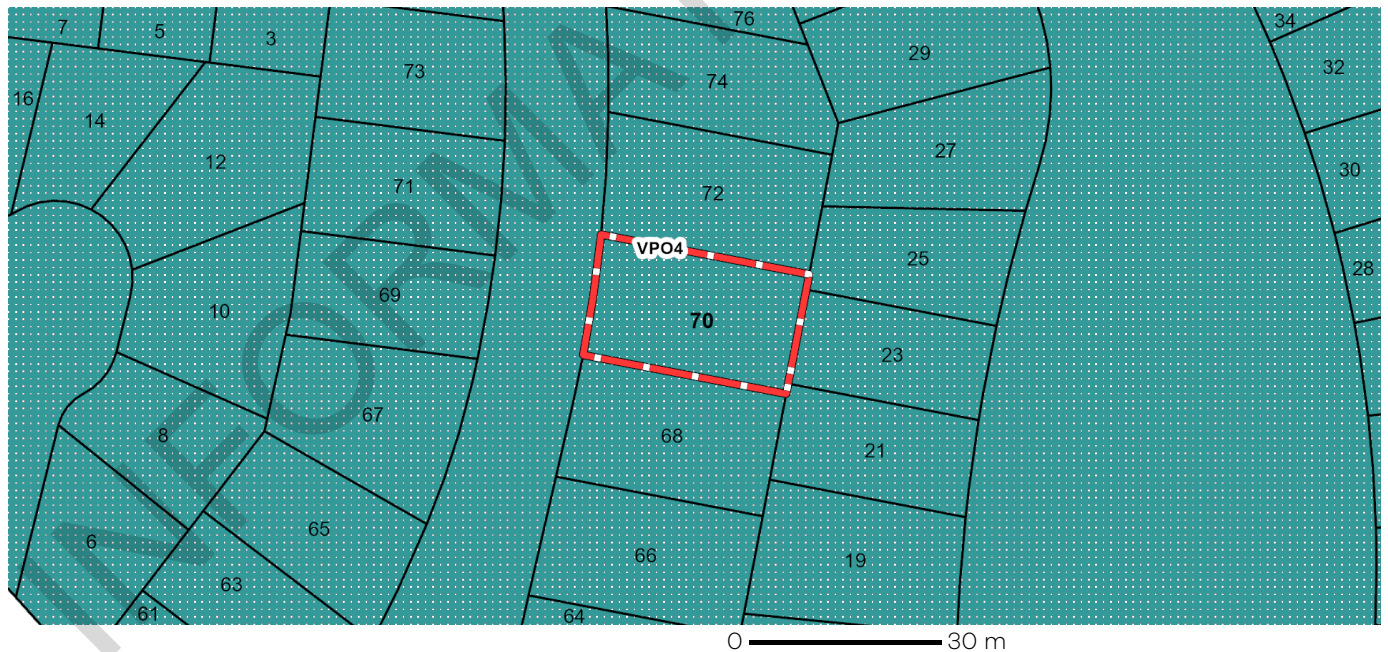


 **DCPO - Development Contributions Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 4 (VPO4)



 **VPO - Vegetation Protection Overlay**

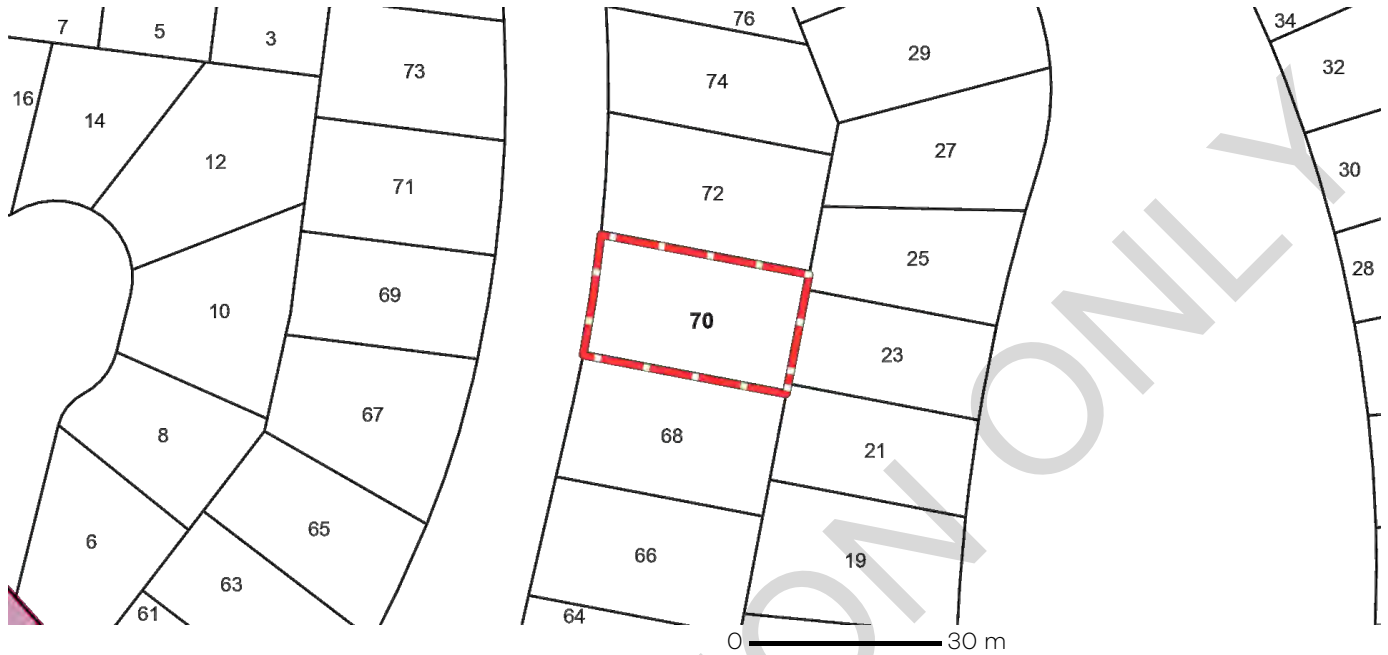
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on 6 November 2025.

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.vic.gov.au/vicplan/>

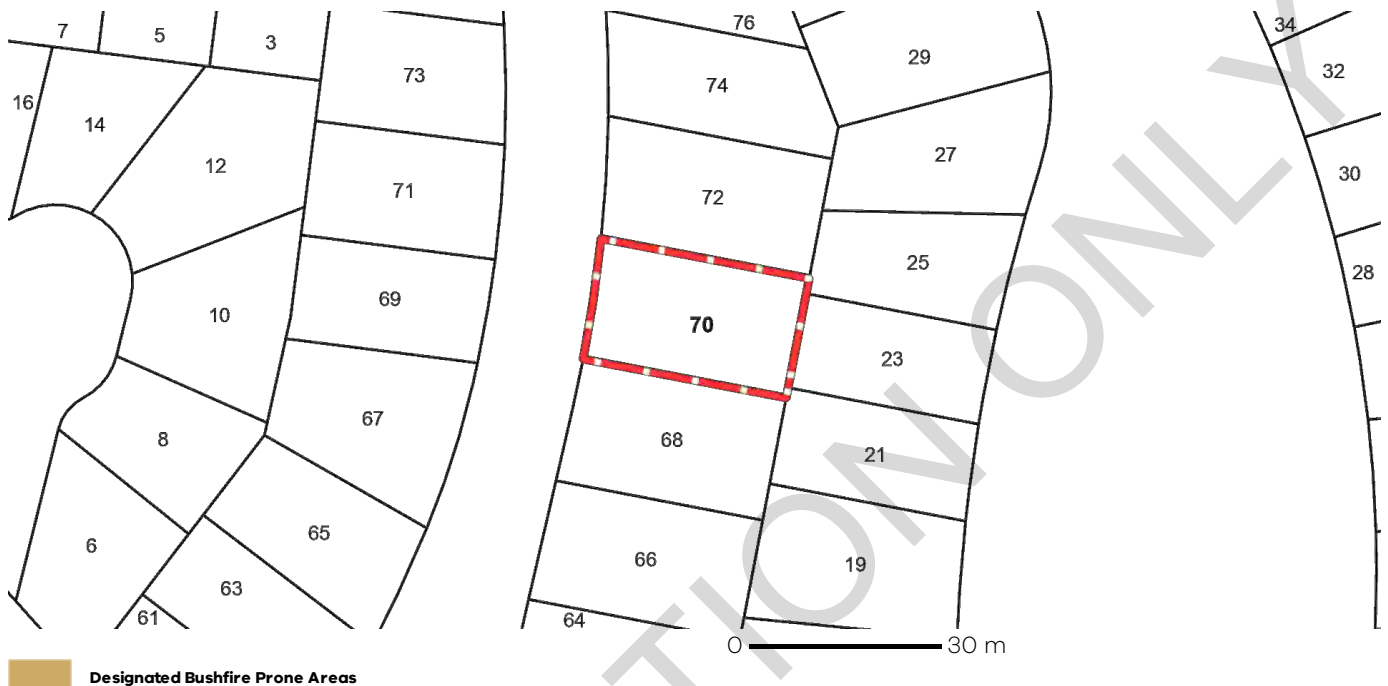
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 &
Regulation 11 Owners Corporations Regulations 2018

Owners Corporation 1
No:

P. S No.

436604K

Vendor: Ilija & Vela Veljanovski

Purchaser:

Reference:

Applicant for the Certificate is: Angelo Veljanovski

Address for delivery of Certificate: angelo.veljanovski@outlook.com

Date the application was received: 20th October 2025

The information on this certificate was issued on: 30th October 2025

This certificate is issued for **Lot 316** Plan No.1 436604K the postal address of which is **Unit 70** at Ernest Jones Drive, MACLEOD, VIC 3085.

1. The present fees for the above lot are **\$61.44** per annum inclusive of GST; paid semi-annually on 1 January & 1 July each year.

Admin Fund (P.A.)	\$58.48
Maintenance Fund (P.A.)	\$2.96

2. Administration Fund Fees are currently paid to **31st December 2025**
Maintenance Fund Fees are currently paid to **31st December 2025**

3. Unpaid fees and levies, including GST and interest now total

Administrative Fund

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

Maintenance Fund

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

Total Amount Owning \$0.00

3.2 Prepaid levies including GST now total

Amount Prepaid**\$0.00****** Payment Details ******Biller Code** 96503**Reference Number** 25300666248823

Payment Note ; Where there are any arrears or fees owing for the Lot, please confirm current balance prior to settlement ; as if the arrears have been referred to debt collection, recovery fees, legal fees and interest will continue to accrue and increase the amount owed, until all amounts owing are paid in full ; and all debts remain with the Lot until paid in full, regardless of any change in owner.

4. The following special fees or levies will be struck and will become due and payable:
None to our knowledge
5. The Owners Corporation has performed or is about to perform the following repairs, work or act, which may incur an additional charge to that set out above.
None to our knowledge

Interest on arrears:

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation is charging interest on all outstanding fees and charges that are still outstanding after the due date at the maximum rate allowed under the Penalty Interest Rates Act 1983.

6. The Owners Corporation presently has the following insurance cover:

Name of Company	CHU STRATA INSURANCE
No. of Policy	HU0006083529
Building	\$ 4,111,154
Common Area Contents	\$119,236
Loss of Rent & Temp Accommodation	\$616,673
Liability to Others	\$20,000,000
Voluntary Workers	\$200,000/2,000
Fidelity Guarantee	\$100,000
Machinery Breakdown	\$50,000
Office Bearers Liability	\$5,000,000
Government Audit Costs	\$25,000
Appeal expenses – common property health & safety breaches	\$100,000
Legal Defence Expenses	\$50,000
Renewal Date	22 May 2026

7. The total fund held by the Owners Corporation (including any investment accounts):
\$119,494.23

The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in Items 1, to 5 except following
None to our knowledge

8. The Owners Corporation has not entered into any contracts, leases, licenses or agreements affecting common property except for the following:
 - *Facilities management Contract with Melbourne Facilities Management*
 - *Owners Corporation Manager Contract with Australian Owners Corporation Management.*
9. The Owners Corporation has not made any agreement to provide services to lot owners, occupiers or the public except the following:
None to our knowledge.
10. The Owners Corporation has not had any notices or orders served on it in the last 12 months that have not been satisfied, except for the following:
None to our knowledge
11. The Owners Corporation is not a party to any legal proceedings or circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings except for the following:
Various VCAT and Magistrates Court matters for recovery of arrears.
12. The Owners Corporation has resolved to appoint AOCM Pty Ltd as Manager whose postal address is Suite 1118, Level 11, 1 Queens Road, Melbourne, VIC 3004
13. No appointment or proposal has been made for the appointment of an Administrator.
14. The Minutes of the most recent Annual General Meeting are attached.
15. The rules of the Owners Corporation as recorded on the Register are attached.
Please note the Model Rules of the Owners Corporation are also attached. If these Rules provide for a matter and the Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation.
16. Further information on prescribed matters can be obtained by inspection of the Owners Corporation register.
17. Outstanding works.
None to our knowledge.

Owners Corporation Rule Note:

Please ensure that the purchaser has read and understands the Springthorpe Design Guide that forms part of the Owners Corporation Rules that apply to this lot and are registered on title.

DATED: 30th October 2025



Danielle Strimling

Owners Corporation Manager



*Suite 1118, Level 11, 1 Queens Road,
Melbourne, Victoria, 3004*

Owners Corporation Certificate Notes:

1. The information provided within this certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control and or knowledge.
2. AOCM Pty Ltd accepts no liability for changes to details without prior written confirmation to you.

OWNERS CORPORATION STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

OC 10 (12/07)

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.

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 &
Regulation 11 Owners Corporations Regulations 2018

Owners Corporation No: **2** **P. S No.** **436604K**

Vendor: Ilija & Vela Veljanovski

Purchaser:

Reference:

Applicant for the Certificate is: Angelo Veljanovski

Address for delivery of Certificate: angelo.veljanovski@outlook.com

Date the application was received: 20th October 2025

The information on this certificate was issued on: 30th October 2025

This certificate is issued for **Lot 316** on Plan No.2 436604K the postal address of which is **Unit 70** at Ernest Jones Drive, MACLEOD, VIC 3085.

1. The present fees for the above lot are **\$793.82** per annum inclusive of GST; paid semi-annually on 1 January & 1 July each year.

Admin Fund (P.A.)	\$708.22
Maintenance Fund (P.A.)	\$85.60

2. Administration Fund Fees are currently paid to **31st December 2025**
Maintenance Fund Fees are currently paid to **31st December 2025**

3. Unpaid fees and levies, including GST and interest now total

Administrative Fund

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

Maintenance Fund

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

Total Amount Owing **\$0.00**

3.2 Prepaid levies including GST now total

Amount Prepaid**\$0.00****** Payment Details ****

Biller Code 96503
Reference Number 24817071440487

Payment Note ; Where there are any arrears or fees owing for the Lot, please confirm current balance prior to settlement ; as if the arrears have been referred to debt collection, recovery fees, legal fees and interest will continue to accrue and increase the amount owed, until all amounts owing are paid in full ; and all debts remain with the Lot until paid in full, regardless of any change in owner.

4. The following special fees or levies will be struck and will become due and payable:
None to our Knowledge
5. The Owners Corporation has performed or is about to perform the following repairs, work or act, which may incur an additional charge to that set out above.
None at this time.

Interest on arrears:

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation is charging interest on all outstanding fees and charges that are still outstanding after the due date at the maximum rate allowed under the Penalty Interest Rates Act 1983.

6. The Owners Corporation presently has the following insurance cover:

Name of Company	CHU STRATA INSURANCE
No. of Policy	HU0006083529
Building	\$4,111,154
Common Area Contents	\$119,236
Loss of Rent & Temp Accommodation	\$616,673
Liability to Others	\$20,000,000
Voluntary Workers	\$200,000/2,000
Fidelity Guarantee	\$100,000
Machinery Breakdown	\$50,000
Office Bearers Liability	\$5,000,000
Government Audit Costs	\$25,000
Appeal expenses – common property health & safety breaches	\$100,000
Legal Defence Expenses	\$50,000
Renewal Date	22 May 2026

Name of Company	BERKLEY INSURANCE
No. of Policy	ARBIAE/007646
Public Liability	\$20,000,000
Product Liability	\$20,000,000
Renewal Date	18 October 2026

7. The total fund held by the Owners Corporation (including any investment accounts):
\$377,899.12

The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in Items 1, to 5 except following

None to our knowledge

8. The Owners Corporation has not entered into any contracts, leases, licenses or agreements affecting common property except for the following:

- *Facilities management Contract with Melbourne Facilities Management*
- *Owners Corporation Manager Contract with Australian Owners Corporation Management.*

9. The Owners Corporation has not made any agreement to provide services to lot owners, occupiers or the public except the following:

None to our knowledge.

10. The Owners Corporation has not had any notices or orders served on it in the last 12 months that have not been satisfied, except for the following:

None to our knowledge

11. The Owners Corporation is not a party to any legal proceedings or circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings except for the following:

Various VCAT and Magistrates Court matters for recovery of arrears.

12. The Owners Corporation has resolved to appoint AOCM Pty Ltd as Manager whose postal address is Suite 1118, Level 11, 1 Queens Road, Melbourne, VIC 3004

13. No appointment or proposal has been made for the appointment of an Administrator.

14. The Minutes of the most recent Annual General Meeting are attached.

15. The rules of the Owners Corporation as recorded on the Register are attached.

Please note the Model Rules of the Owners Corporation are also attached. If these Rules provide for a matter and the Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation.

16. Further information on prescribed matters can be obtained by inspection of the Owners Corporation register.

17. Outstanding works.

None at this time.

Owners Corporation Rule Note:

Please ensure that the purchaser has read and understands the Springthorpe Design Guide that forms part of the Owners Corporation Rules that apply to this lot and are registered on title.

DATED: 30th October 2025



Danielle Strimling

Owners Corporation Manager



*Suite 1118, Level 11, 1 Queens Road,
Melbourne, Victoria, 3004*

Owners Corporation Certificate Notes:

1. The information provided within this certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily, and information may be altered without notice and without our control and or knowledge.
2. AOCM Pty Ltd accepts no liability for changes to details without prior written confirmation to you.

OWNERS CORPORATION STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006083529
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	22/05/2025 to 22/05/2026 at 4:00pm
Plan Number	436604
The Insured	OWNERS CORPORATION PLAN NO. PS - 436604 (OC 1&2)
Situation	64 SPRINGTHORPE BOULEVARD MACLEOD VIC 3085

Policies Selected

Policy 1 – Insured Property

Building: \$4,111,154

Common Area Contents: \$119,236

Loss of Rent & Temporary Accommodation (total payable): \$616,673

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: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$50,000

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)

Not Selected

Flood Cover is included.

Common Area Cover

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

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

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

Date Printed

29/07/2025

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.

CERTIFICATE OF CURRENCY
Arena/Berkley Entertainment and Events General Liability
Our Reference: 23100105

POLICY NUMBER: ARBIAE/007646

INSURED: OC N02 PS436604K

INSURED ADDRESS: Macleod VIC 3085

THE BUSINESS: Promotion & Staging of Community events to be held at Main Oval Springthorpe Blvd, Darebin:
 Movie night Attendance 100-250
 Car boot sale - Attendance 100-250
 Easter egg hunt -Attendance 100-250
 Xmas party- Attendance 500-600

SECURITY: Berkley Insurance Company Trading as Berkley Insurance Australia

PERIOD OF INSURANCE: 18/10/25 to 18/10/26 At 4pm Local Time

Covering

Section 1 Public Liability	INSURED
Section 2 Products Liability	INSURED

Please take note of the Exclusions that apply to this Policy.

It is hereby declared and agreed that:

Section 4
 4.18 Self Promoted Show, Performance or Concert is deleted from the Policy and will have no effect.

Annual cover is limited to the 4 declared events with estimated attendance of 100-600 per event and Insured's office risk. If cover is required for additional activities, events or increased attendance, referral must be made to our office prior to the cover applying. An additional premium may apply.

Excluding goods in care, custody and control and all damage caused to, from or in connection with motor vehicles.

Excluding claims arising from motorsport activities, including but not limited to burnouts, testing, racing, time trials etc.

All vehicles must be static and engines switched off when on display and public are in attendance.

It is a condition of this policy that all amusement ride or device operators (including jumping castles & animal rides) have their own public liability insurance in place and that they are supervising the use of the ride/device whilst in operation for the duration of the event

It is a condition of this policy that all children must be accompanied and supervised by a parent/guardian at all times.

Contractors & Sub-Contractors Condition

Unless otherwise declared and noted within the policy schedule, this

insurance does not indemnify your contractor s or subcontractor s legal liability. It is a condition of the policy that all contractors, subcontractors and service providers have appropriate insurances in place. It is recommended that you obtain evidence of this in the form of a certificate of currency.

A service provider means anyone engaged by the Insured to provide goods or perform a service. Service providers include but are not limited to amusement ride & device operators, caterers, entertainers & performers, food vendors, pyro technicians & fireworks operators, security services, sound and lighting companies, stallholders and other contracted labour.

Molestation Exclusion

The Insurer shall not provide indemnity under this policy for any liability directly or indirectly caused by, arising out of, contributed to by, or in connection with the molestation of or interfering with any person.

Listed Human Disease Exclusion GL 2018

We shall not provide indemnity under this Policy in respect of any actual or alleged liability directly or indirectly arising out of, related to, or in connection with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).

Listed Human Disease shall mean:

- a) any disease identified or listed at any time as a human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time, or
- b) any disease identified or listed in a state of emergency, public health emergency or pandemic declared by any governmental authority or identified by the World Health Organisation or its current equivalent as amended or replaced regardless of when the disease is so listed or identified.

Subject otherwise to all other terms, Conditions, Exclusions and limitations of this insurance.

PFAS Definition & PFAS Exclusion Notice

The PFAS Definition and PFAS Exclusion apply to this policy and form part of the coverage terms. A copy of the applicable wording is attached to this schedule for reference and should be reviewed in conjunction with the policy documentation.

Minimum Premium Condition

This premium quoted is a MINIMUM PREMIUM which means that NO REFUND OF PREMIUM will be given in the event of cancellation of this policy mid term.

Sum Insured

Section 1 Public Liability
Limit of Liability \$20,000,000 (Any One Occurrence)
Defence Costs in Addition

Sub-limits:
Property in your Care, Custody or Control \$250,000 (aggregate limit)

Section 2 Products Liability
Limit of Liability \$20,000,000 (Any One Period of Insurance)
Defence Costs in Addition

Excess

Section 1 Public Liability

Each & every occurrence: \$500

Alcohol related claims: \$1,500

Personal injury to performers, contractors, sub contractors &/or labour

hire personnel: \$5,000

Defence Cost Inclusive

Section 2 Products Liability

Each & every occurrence: \$500

Alcohol related claims: \$1,500

Personal injury to performers, contractors, sub contractors &/or labour

hire personnel: \$5,000

Defence Cost Inclusive

Geographical Limits

Australia Wide.

Binder Advice Warning

Berkley Insurance Company Trading as Berkley Insurance Australia (ABN 53 126 559 706) is the Insurer of this Policy.

Arena Underwriting Pty Ltd (ABN 26 125 869 481, AFSL 317617) acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals, and acts on behalf of the insurer and as agent of the insurer, not as your agent.

POLICY WORDING: BIA GL G2 Arena Ent 2 - April 2021

SERVICE OF NOTICES: Notices for claims or disputes under this policy must be served upon the Underwriter and not the Agent. The Agent holds no authority to accept claims or disputes.

Underwriter: Berkley Insurance Australia (ABN 53 126 559 706, AFS 463 129)

Postal Address: Level 7, 321 Kent Street Sydney NSW 2000

Email: australiacclaims@berkleyins.com.au

SPECIAL NOTE

This Certificate of Currency is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.

In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.

-oo0oo-



**Owners Corporation Plan 436604K OC 1& 2
SPRINGTHORPE ESTATE**

**Minutes of the Annual General Meeting Owners Corporation Plan No 1 and No 2 PS
436604K**

On Monday 17th March 2025

At Springthorpe Country Club 64 Springthorpe Boulevard Macleod

Time 7.00pm

Brian Shanahan declared the meeting open at 7.10pm

1.Quorum

The Chairperson advised that members proceed with the meeting in accordance with section 78 of the Owners Corporation Act 2006 and all ordinary resolutions passed at this Annual General Meeting of the Owners Corporation are interim resolutions.

Members in Attendance

The Returning Officer reported to the meeting the following lots were represented by members in attendance:

LOT	OWNER IN ATTENDANCE
3	John & Fran Collins
101	Paul Adrian
825	Pewter Buchlak
56	Nicholas Abbey
125	Renuka Marina Rodrigo and Ravi Corea
109	Nicole Daws
666	Bruce Lade
850	Rob Llewellyn
1212	Margaret Jack and Ronald McClean
5501	William Holt
325	Sheryl Hemphill
727	Brian Shanahan
519	Sharon McCrorie
744	Cameron Rose
509	Nina Laitala and Andrew Peters



102	David Bedggood
345	Graham Goeby
1132	Tracey D'Áloia
515	Marc John & Andrea Kate Dato
1027	Ken Hibbert
909	Joseph & Lucy Barresi
807	Kay Walker & Rebecca Knight
334	Greg and Dorothy Marshall
357	Lee Rattray- wood
1245	Darren Lew
214	Angelo Guastella

Non-Members in Attendance:

The Returning Officer reported to the meeting the following non-members were in attendance:

Danielle Strimling of Australian Owners Corporation Management Pty Ltd
Hedley Gaudin of Australian Owners Corporation Management Pty Ltd
Gihan Gamage of Australian Owners Corporation Management Pty Ltd
Natasha Folk of Australian Owners Corporation Management Pty Ltd

Proxies

The Returning Officer reported to the meeting that the following proxies were received.

556	Renuka Marina Rodrigo as proxy
109	Renuka Marina Rodrigo as proxy
121	Renuka Marina Rodrigo as proxy
128	Ravi Corea as proxy
214	Angelo Guastella as proxy for Louise Gaustella
1208	Cameron Rose as proxy
114	David Bedggood as proxy
101	David Bedggood as proxy

Apologies

All proxies are treated as apologies.

The following members/non-members were apologies at the meeting:

Lot 1325- Mathew Thomas



2. Voting Procedure

Motion: Members resolved to adopt the procedure that voting at this Annual General Meeting will be conducted by a show of voting cards on the basis of one vote per lot.

Moved: Angelo Guastella Lot 214

Seconded: John Collins Lot 3

Motion carried with no objections or abstentions.

3. Meeting Chairperson

Motion: Members resolved to appoint Brian Shanahan and Nina Laitala as co-Chairperson for the meeting.

Moved: Angelo Guastella Lot 214

Seconded: Nicole Daws Lot 109

Motion carried with no objections or abstentions

4. Minutes

Motion: The minutes of the Annual General Meeting held on 11th November 2024 be adopted and confirmed as a true and correct record.

Moved: David Bedggood Lot 102

Seconded: Angelo Guastella Lot 214

Motion carried with no objections or abstentions.

5. Reports

The following reports were tabled and accepted:

1. OC Committee Report
2. Facilities Managers Report
3. Owners Corporation Manager's Report
4. Insurance Valuation report
5. Complaints and Disputes Resolution Report – it was noted that the VCAT matter re OC1 parking and signage has been resolved.



In regard to the Committee report Nina Laitala drew the members particular attention to the following:

Committee/chairs report

- When we were elected to the 2024/25 OC Committee there were two VCAT cases. One of our first acts was to cease the legal representation for the OC in both matters to ensure OC funds are appropriately spent.
- We are delighted to report the VCAT case involving Dr Barrow has been resolved and we're just waiting on the notice from VCAT to finalise this.
- VCAT case around the tennis courts - VCAT orders have resulted in the works ceasing to ensure appropriate permits and processes are applied.
- The committee has delegated the maintenance sub-committee to consult with the VCAT applicants to come to a resolution about the process moving forward that is agreed to by all parties so we can resolve this case.
- Once we have resolved the VCAT case, the committee will present options for moving forward with the community to ensure transparency, proper process and fairness for all lot owners.
- Tonight we will not be discussing any tennis court upgrade related matters but we will be calling a SGM in the near future to ensure there is full community engagement and consultation in the completion of this project.
- The committee is actively managing any conflicts of interest.
- The committee has been focused on establishing effective processes, policies and plans to ensure that fees are well spent and there is good handover, this includes reviewing current ARC guidelines and Springthorpe rules.
- The committee is also planning to undertake a full review of the Country Club rules to ensure all residents are able to enjoy our wonderful area in peace.
- There are two items of General business tabled by residents - security and purchase of basketball hoops

6. Owners Corporation No 1 Finance

Ravi Corea (Treasurer) drew the members particular attention to the following:

- The committee has invested funds from OC2 admin and maintenance funds
- New financial policies are to be approved at the April Committee meeting
- The Committee is investigating a new auditor to provide a more rigorous independent review of our finances.



- The budgeted Fees will not be increased

6.1 Maintenance Plan

Motion: That as an ordinary resolution within the meaning of Section 92 of the Owners Corporation Act 2006 it is resolved to approve and adopt the revised Maintenance Plan tabled at the meeting for OC1

Moved: Lee Rattray -Wood Lot 357

Seconded: Darren Lew-Lot 1245

Motion carried with no objections or abstentions

6.2. Proposed Budget 1 July 2024 to 30 June 2025

Motion: That the proposed 01-07-2024 to 30-06-2025 budget that has been reviewed and approved by the Committee, as attached to this Notice, at the following amounts, is to be raised and adopted.

Administration Fund \$42,334.48 Ex GST

Maintenance Fund \$ 2150.00 Ex GST

That the Owners Corporation fees be set in accordance with Section 23 of the Owners Corporation Act 2006 in accordance with the approved budget, continue until resolved otherwise by the Owners Corporations at a general meeting and that fees be due biannually and payable each year as:

- 1st of July
- 1st January

Moved: Cameron Rose Keily Lot 744

Seconded: Darren Lew-Lot 1245

Motion carried with no objections or abstentions

7. Owners Corporation No 2 Finance

7.1 Proposed Budget 1 July 2024 to 30 June 2025

Motion: That the proposed 01-07-2024 to 30-06-2025 budget that has been reviewed and approved by the Committee, as attached to this Notice, at the following amounts, is to be raised and adopted.

Administration Fund \$455,000.00 Ex GST

Maintenance Fund \$ 55,000.00 Ex GST



That the Owners Corporation fees be set in accordance with Section 23 of the Owners Corporation Act 2006 in accordance with the approved budget, continue until resolved otherwise by the Owners Corporations at a general meeting and that fees be due biannually and payable each year as:

- 1st of July
- 1st January

Moved: Nicole Daws Lot 109

Seconded: Paul Adrian-Lot 101

Motion carried with no objections or abstentions

8. Penalty Interest – Resolution

Motion: That fees and levies not paid within one (1) month of the due date have penalty interest applied from the due date, in accordance with the Section 29 of the Owners Corporations Act 2006 and the interest rate be equal to the rate set by the Attorney General in accordance with the Penalty Interest Rate Act 1983.

That for the Costs of Arrears Recovery, the Owners Corporations may recover, as a debt due from persons in default or breach, the costs charges and expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporations) arising out of any default or breach or accidental or negligent misuse, by any lot owner or occupier of a lot, or any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018, or the Rules or the Additional Rule of the Owners Corporations or any breach of Planning Permits.

Moved: Angelo Guastella Lot 214

Seconded: Joe Barresi-Lot 909

Motion carried with no objections or abstentions

9.Arrears Instructions

Motion: That the Owners Corporation instructs AOCM to take all necessary steps to recover outstanding fees and charges from lot owners including sending a reminder notice, final fee notice, a letter of demand, and the making of an application to VCAT



and/or any enforcement action in the Magistrates Court, and further, that all costs incurred for taking these recovery steps will be charged to the lot owner.

That the committee and /or AOCM PTY LTD is empowered to amend the rate at which interest may be charged including deciding to charge no interest.

Moved: John Collins Lot 3

Seconded: Joe Barresi-Lot 909

Motion carried with no objections or abstentions

10. Insurance

Motion: That the Owners Corporation approve the renewal of the insurance for the buildings the Owners Corporation is liable to ensure as covered in the policy listed below on or before the end date of the policy.

Underwriter: CHU Insurance Australia

Policy No: HU0006083529

Period: 25-05-2024 to 22-05-2025

Building	\$2,180,304.00
Loss of Rent/Temporary Accommodation	\$327,045.00
Liability	\$20,000,000
Voluntary Workers	\$ 200,000
Office Bearers' Liability	\$5,000,000
Legal Defence Expenses	\$50,000

Moved: Darren Lew – Lot 1245

Seconded: David Bedgood -Lot 102

Motion carried with no objections or abstentions

Events Insurance:

Motion: That the Owners Corporation approve the renewal of the insurance for the Owners Corporation required by Darebin Council as covered in the policy listed below on or before the end date of the policy.

Sum Insured

Section 1 Public Liability

Limit of Liability \$20,000,000 (Any One Occurrence)

Defence Costs in Addition

Section 1 Public Liability



Each & every occurrence: \$500
Alcohol related claims: \$1,500
Defence Cost Inclusive
Section 2 Products Liability
Each & every occurrence: \$500
Alcohol related claims: \$1,500
Defence Cost Inclusive

Moved: Joe Barresi Lot 909
Seconded: Cameron Rose Kiely Lot 744

Motion carried with no objections or abstentions

11. Committee resolutions

11.1 Motion: That in accordance with section 100 of the Owners Corporation Act 2021 a Committee was elected on 11th November 2024 (Refer Section 13.1 of the Notice of Meeting agenda) and that the Committee be afforded all the powers in accordance with the Owners Corporation Act 2021

Moved: Paul Adrian Lot 101
Seconded: Renuka Rodrigo Lot 125

Motion carried with no objections or abstentions

12. Instrument of Delegation

Motion: To approve the Instrument of delegation that delegates all powers and functions that may be delegated under the Owners Corporation Act 2006 to the Committee for the Owners Corporation.

Moved: John Collins Lot 3
Seconded: Joe Barresi Lot 909

Motion carried with no objections or abstentions

13. Grievance Committee

Motion: That the following members of the Owners Corporation Committee form the Grievance Committee to resolve any disputes which may arise as appointed at the First Committee meeting after 2024 AGM:

Darren Lew, Nina Laitala and Ravi Corea

and that The Committee will appoint a Grievance Committee as soon as practicable after this AGM and no later than the completion of the first Committee meeting.



Moved: John Collins Lot 3
Seconded: Joe Barresi Lot 909

Motion carried with no objections or abstentions

14. General Business

To discuss any General Business members wish to raise for the Committee's consideration between AGM's.

Security in Springthorpe: Nina Laitala advised the members that the matter of security was being considered by the Committee. Results from the recent survey indicate this is a matter of primary concern for residents. The Community and stakeholder's subcommittee will be arranging a meeting of residents and outside stakeholders will be invited to participate to discuss options around security, based on previous experience and any new opportunities to interact with police or other local stakeholders. Consideration of methods to obtain useful data regarding incidents will also be considered.

Purchase of basketball equipment.

Brian Shanahan advised the members that Basketball hoops - are part of the Ultracourts contract approved by the 2023-24 Committee in May 2024 and while the invoice was paid in November, it was a contractual obligation relating to May.

Renuka Rodrigo commented that the original planning permit was *restricted recreational* area for lawn bowls, tennis etc. not basketball, any change would require a change in the planning permit. It was reiterated that the Committee are still considering whether the equipment may be used in the future and the equipment is currently being stored on site.

A fire plan

The question of whether the estate has a Fire evacuation plan was raised. Brian Shanahan advised members that, whilst this is not the responsibility of these owners corporations the matter would be tabled for discussion at the next Committee meeting and will provide a report back to residents.

Update on pool surrounds

Danielle Strimling advised that no further incidents of slipping have been reported to AOCM since the rubber mats were installed in the areas noted as being a potential hazard.

The entire construction and resurfacing of the pool surrounds will be reviewed and rectified once the pool has shut down after summer.



Community Survey

Owners are encouraged to complete the survey and a reminder will be sent out.

15.Close of Meeting

Brian Shanahan thanked the attendees for their participation and declared that there being no further business, the meeting was closed at 8.06pm.

INFORMATION ONLY

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Victoria.

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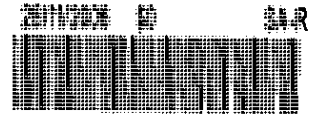
20/11/2006 \$47.30

SAR

Lodged by: Community Living Management
Phone: 9670 3533
Address: PO Box 85 Greensborough 3088



AE752861S



FORM 2

Reg. 220 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

NOTIFICATION OF MAKING, AMENDMENT OR REVOCATION OF RULES

To the Registrar

Body Corporate 1 Plan No. 436604K

Attached is a copy of:

1. The rules of the body corporate currently in force.
2. The special resolution passed on 1 November 2006 under regulation 220 of the Subdivision (Body Corporate) Regulations 2001 authorising the making amendment or revocation of the additional rules of the body corporate.

Dated 20th November 2006



The Common Seal of Body Corporate Plan 436604 was hereto affixed in accordance with Regulation 311 of the Subdivision (Body Corporate) Regulations 2001 and in accordance with a special resolution dated 1 November 2006 in the presence of:-

Name: Helen Goddard
Address: 115 Ernest Jones Drive
Macleod 3085
Body corporate member

Name: John Collins
Address: 1 Woodlawn Circuit
Macleod 3085
Body corporate member

Community Living: management
COMMUNITY & SPECIALIST BODY CORPORATE MANAGERS
ABN 16 381 723 488

Subdivision Act (Body Corporate Regulations) 2001

**Minutes of the Committee Meeting
for Bodies Corporate 1 & 2 Plan 436604
"Springthorpe"**

*held at the Springthorpe Country Club
64 Springthorpe Boulevard
Macleod*

on Wednesday 1 November 2006 at 6.00pm

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1. Attendance and quorum

Present

John Collins
Victor Riitano
Rick Arturi
Denise Parker
Joe Carbone
Helen Goddard (Chairperson)
Don Paulsen
Peter Hood
Albert Butera
Greg White

Absent

Alexia Quinn

In Attendance

Bryan Forby representing Community Living: Management, community manager

Quorum

A quorum was achieved with ten of the eleven members present.

2. General Business

2.1 Events & activities committee report

2.1.1 Grand Final event

A written report was tabled indicating that the Grand Final event was successful with approximately 100 residents attending. The total costs were \$1,846.66, however approximately \$600 of this cost was incurred on capital items that can be used for future community events and the school holiday programs.

2.2.2 Christmas Picnic

Planning for the Christmas Picnic had begun and a number of facilities and activities have been arranged, including a live band that will provide a stage performance from 3pm.

The Picnic will be conducted at the Country Club on Sunday 10 December and a budget of \$10,000 to \$12,000 was approved. Food and soft drinks will be catered but residents will bring their own alcohol.

2.3 Amendment to BC1 rules and Land tax

The committee meeting held on 27 July 2006 authorised the manager to conduct a postal ballot of the members to resolve a proposed amendment to the rules for Body Corporate 1 Plan 436604.

The manager reported that the postal ballot had now been conducted and 132 households and three developers had cast sufficient votes to amend the Body corporate rules for BC1 to add the following as clause 1.1 to Item 1 "Objectives":

- "1.1 Providing a community centre with recreational facilities for the exclusive use and enjoyment of residents of the Springthorpe estate. The centre is a not for profit operation financed entirely from fees payable by the members of the body corporate raised in accordance with the provisions of the Subdivision Act and other subdivisional legislation."

The postal ballot, conducted in accordance with regulations 407 & 408 of the Subdivision Act (body Corporate) Regulations 2001, was approved by Special Resolution with more than 75% of the total lot entitlement recorded as voting in favour of the amendment.

The meeting authorised two of its members to execute the "Change of Rules" documents under seal, the Community Manager will lodge the amended rules with the Titles Office and will lodge a new objection to State Revenue Office against the levying of Land Tax against the property of the body corporate (the Country Club) as the property should properly be regarded as Land Tax exempt under the "not for profit" provisions applied by State Revenue Office.

2.4 Country Club extensions

The manager provided the following budget estimates for proposed extension of the gym, relocation of the Students' centre and construction of an external facility to store the garden chairs and tables and other property of the body corporate:

Remove mirrors, break open wall, reinstate and paint	\$5,000
Form transition in floor between the two sections	\$1,000
Adjust furniture to fit in new Students' Centre	\$1,200
New mirrors in the gym	\$1,000
Electrical, cabling re secure computers & relocate surv. Camera	\$2,500
New gym equipment	\$10,000
New storage facility in playground area	\$5,000
Total	\$25,700

The meeting agreed to recommend these capital works for acceptance by members at the Annual general Meeting with the work to be funded from a transfer of surplus funds in the Administrative Fund (accumulated reserves).

2.5 Playground

It was agreed that the peas in the playground will be replaced with woodchip "softfill" at an estimated cost of \$1,000 with the removal of the peas being undertaken by a working bee of members and the peas relocated to the section of common property between the tennis courts and the Retirement Village at the "top" end.

2.6 AGM issues

2.6.1 Code of Conduct

It was agreed that the annual general meeting would be requested to endorse the Code of Conduct which applies to the activities and behaviour of committee members as a limitation applied to the committee by the body corporate. It was agreed that the existing Code of conduct would be amended slightly as follows:

Community Living: management

COMMUNITY & SPECIALIST BODY CORPORATE MANAGERS

BODY CORPORATE RULES

BODY CORPORATE NO 1 PLAN 436604K

1. OBJECTIVES

The Rules are to be interpreted having regard to the following objectives of the Developer and the body corporate members:

- 1.1 Providing a community centre with recreational facilities for the exclusive use and enjoyment of residents of the Springthorpe estate. The centre is a not for profit operation financed entirely from fees payable by the members of the body corporate raised in accordance with the provisions of the Subdivision Act and other subdivisional legislation.
- 1.2 Enhancing the amenity of every Lot forming part of the Development;
- 1.3 Protecting and improving the investment of each Member;
- 1.4 Maintaining and enhancing any landscaping for which the Body Corporate is responsible within the land contained in the Plan of Subdivision;
- 1.5 Protecting and maintaining the existing flora and fauna on adjoining land;
- 1.6 Ensuring compliance with the Springthorpe Design Guide;
- 1.7 Empowering the Developer to act on behalf of all Members to achieve all of the above objectives until such time as the Developer ceases to be the owner of any Lot or any part of a Lot on the Plan of Subdivision and any land in the Development;

2. DEFINITIONS

"Body Corporate Rules" means these rules;

"Committee" means the committee appointed pursuant to Regulation 305 of the Regulations.

"Common Property" means that part of the land contained in any stage of Plan of Subdivision which is not included in a Lot, a Road or a Reserve.

"Council" means the City of Darebin.

"Developer" means Mont Park Development Company Pty Ltd as the original owner and developer of the Lots or its assignee.

"Development" means the 73 hectares of land located at Waiora Road, Macleod and known as the Springthorpe Estate.

"Lot" means any lot on the Plan of Subdivision.



"Manager" means the body corporate manager appointed by the Body Corporate pursuant to the Body Corporate Rules.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot and can include a Member.

"Plan of Subdivision" means Plan of Subdivision PS 436604K.

"Prohibited Plant Species List" is the list of prohibited plants attached to these Body Corporate Rules or varied pursuant to Rule 10.2.

"Settlement Date" means the date of transfer of any Lot on the Plan of Subdivision by the Developer to a Member.

"Site Refuse Guidelines" means the guidelines for disposal of all refuse on all Lots as amended from time to time by the Body Corporate established for the purpose of achieving the objectives of the Rules.

"Springthorpe Architectural Review Committee" means a committee appointed by the Body Corporate for the purposes of assessing compliance by Members with the Springthorpe Design Guide.

"Springthorpe Design Guide" means the document so titled in relation to the design of the built form to be constructed on the Lots and all other development of the Lots prepared by the Developer and approved by the Council as amended from time to time by unanimous resolution of the Body Corporate with the consent of the Council if necessary.

"Regulations" means the Subdivision (Body Corporate) Regulations 2001.

"Vegetation Protection Overlay" means the overlay over each Lot included in the planning scheme for the protection of certain vegetation.

"Waioara Road Entry Wall" means the masonry wall located on the rear boundary of certain lots bordering on Waioara Road, Macleod.

3. MANAGER

3.1 The Body Corporate may appoint the Manager (but is not obliged to) to be responsible:

- (a) for the management and maintenance of the Common Property;
- (b) the administration and enforcement of the Body Corporate Rules; and
- (c) the collection of fees.

3.2 The terms and conditions of the Manager's employment may be reviewed by the Members at the annual general meeting and otherwise from time to time in special meetings.

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- 3.3 The Manager may delegate or arrange for certain functions of the Body Corporate to be undertaken by Body Corporate No 2 or Body Corporate No 3 or by another third party.

4. DEVELOPMENT OF A LOT

- 4.1 Each Member of the Body Corporate must do the following:

- (a) not commence any works on a Lot unless and until plans and specifications of such works have been submitted to and approved in writing by the Springthorpe Architectural Review Committee. All plans submitted for approval must be of a minimum A3 size.
- (b) comply with the Springthorpe Design Guide.
- (c) allow a representative of the Springthorpe Architectural Review Committee to conduct such investigations as reasonably deemed necessary of any works in progress on a Lot for the purpose of ascertaining compliance with the Springthorpe Design Guide and the approved plans and specifications for such works and with any of the Body Corporate Rules.
- (d) ensure that landscaping complies with the Springthorpe Design Guide.
- (e) pay all costs incurred by the Body Corporate in respect of the enforcement of these Body Corporate Rules in respect to the construction of a residence on the Member's Lot.
- (f) expeditiously complete construction of and maintain a residence on a Lot following commencement of its construction to the satisfaction of the Springthorpe Architectural Review Committee within 18 months of the Settlement Date.
- (g) maintain the Lot and the nature strip by cutting grass and keeping the Lot and the nature strip in a safe and tidy condition to the satisfaction of the Springthorpe Architectural Review Committee until completion of the residence on the Lot.
- (h) not object to or appeal against any form of approval being granted for a medium density residential lot provided that the approval complies with the Springthorpe Design Guide.

5. AMENITY CONTROLS

- 5.1 A Member must not, and must ensure that an Occupier does not:

- (a) Breach the Springthorpe Design Guide;
- (b) Breach the Site Refuse Guidelines;

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- (c) Use the Common Property or the common facilities (or permit them) in a manner which is an unreasonable interference with or prevents use by other Members or Occupiers or their families, invitees or visitors;
- (d) Obstruct lawful use of the Common Property, the pathways and drives and any easement which provides access to each and every Lot;
- (e) Deposit other than in proper receptacles in the area specified for such purpose by the Body Corporate or throw or store upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Member or Occupier of any Lot or other person lawfully using the Common Property;
- (f) Fail to comply with any reasonable direction or request of any person employed by the Body Corporate;
- (g) Do or suffer to be done or allow to be done any act matter or thing where any policy of insurance on the Common Property may become void or voidable or which may increase the premium payable in respect of such insurance;
- (h) Smoke or permit any person to smoke in or on the Common Property except in designated areas;
- (i) Hold private parties on the Common Property unless the Manager consents in writing and then only on the terms and subject to the conditions specified in that consent.

5.2 A Member must not, and must ensure that an Occupier or visitor does not:

- (a) Use any residential lot for any purpose other than as a residence (as defined by Darebin Council) in accordance with current Darebin Council planning regulations or conduct activities at the lot which cause a nuisance to other residents. The use of the lot must not breach Darebin Council or other statutory authorities' regulations that protect residents against nuisance caused by the activities of others. The body corporate reserves the right to seek enforcement of compliance to statutory and regulatory guidelines where the appropriate regulatory authority declines to take action.
- (b) Carry out or allow on a lot or on any road or any other land in the vicinity of a lot any dismantling, assembling, repairs or restorations of any type of motor vehicle unless carried out at the rear of a residence on a lot in a location which is screened from public view.
- (c) Neglect (as determined by the Springthorpe Architectural Review Committee) the maintenance and care of the following:



- *any residence or garage or outbuildings constructed on a lot; and*
- *any open areas which are visible to the public or neighbouring residences.*

Where the body corporate pursues enforcement of its Rules through the courts all costs associated with the action shall be recoverable from the member giving rise to the action as a debt to the body corporate.

6. SPRINGTHORPE ARCHITECTURAL REVIEW COMMITTEE

- 6.1 The Body Corporate may appoint the Springthorpe Architectural Review Committee on registration of the Plan of Subdivision or any other later date.
- 6.2 The Springthorpe Architectural Review Committee may convene at any time after its appointment.
- 6.3 The Springthorpe Architectural Review Committee must consist of at least 2 but no more than 5 persons.
- 6.4 Membership of the Springthorpe Architectural Review Committee will be determined from time to time by the Body Corporate 1 Committee.
- 6.5 Persons appointed to the Springthorpe Architectural Review Committee do not need to be members of the Body Corporate.

7. FEES

- 7.1 Members are to pay quarterly in advance prior to the first day of July, October, January and April all fees determined by the Body Corporate including the Member's pro rata contribution to any sinking fund established by the Body Corporate.
- 7.2 Body Corporate 1 and Body Corporate 2 will raise fees from any associated limited body corporate in such a way that fees to all Springthorpe bodies corporate payable by an owner will be consolidated on one account notice. This consolidated account notice will be issued by the associated limited body corporate and where there is no associated limited body corporate, the consolidated account notice will be issued by Body Corporate 2.
- 7.3 If a Member fails to pay the fees on the due date interest is payable at the rate prescribed in the relevant body corporate statutes and regulations.

8. RELATIONSHIP WITH OTHER BODIES CORPORATE

- 8.1 Body Corporate No 1 is an unlimited Body Corporate. It is required to be the registered owner of all common property even though some Members of Body Corporate No 1 may not have any rights to use, maintain or administer the common property. The Members of Body Corporate No 1 acknowledge that they will not interfere in the activities of other bodies corporate nor withhold any consent for changes to common property boundaries contained in other bodies corporate.

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8.2 Body Corporate 2 and Body Corporate 3 may enter into agreements relating to the shared use of some common property such as the Civic Square so that both Bodies Corporate obtain the maximum benefit of such areas.

8.3 Members of Body Corporate No 3 do not have any entitlement to use any of the common property.

9. INSURANCES

9.1 Body Corporate No 1 will undertake its responsibilities in respect of Regulations 212 & 213 and will insure any buildings on its common property and public liability cover. Where there are buildings which do not meet the terms applied in Regulation 212 (3), each member must arrange for the member's own building and liability covers arising out of the improvements to their lot in accordance with Regulation 216. Where construction within the subdivision makes it necessary for the body corporate to take out building cover (where any lot or common property is located above or below common property or another lot) the responsibility for meeting compliance with Regulation 212 (3) will be transferred to the respective limited body corporate. In this instance Regulation 217 relieves Body Corporate 1 from an obligation to insure buildings.

10. VEGETATION AND TREE CONTROLS

10.1 All Members or Occupiers must comply with the Vegetation Protection Overlay affecting the land contained in the Plan of Subdivision.

10.2 All Members or Occupiers are not permitted to plant any plant that is listed in the Prohibited Plant Species List or any plant that the Body Corporate by unanimous resolution resolves to add to or delete from the Prohibited Plant Species List.

10.3 All Members must use their best endeavours to ensure minimal impact on the vegetation listed in the Vegetation Protection Overlay.

10.4 Each Member acknowledges that if vegetation that is contained in the Vegetation Protection Overlay is damaged so that the damage is likely to detrimentally affect the health or normal life span of the vegetation, a monetary amount may be due to Council.

10.5 The Body Corporate and the Member that caused the damage to the vegetation indemnifies the Developer for all such amounts due to Council pursuant to Rule 9.4 provided that the Developer did not cause or contribute to the damage.

11. CAR PARKING

11.1 All Members must not park or allow to be parked any vehicle on a Lot or any road or any other land contained in the Plan of Subdivision that is not designated for car parking.



12. NON-COMPLIANCE WITH SPRINGTHORPE DESIGN GUIDE

- 12.1 In the event of a dispute about compliance by a Member with the Springthorpe Design Guide the decision of the Springthorpe Architectural Review Committee is final and binding on the Member. No Member has a right to appeal against, may seek a review of or otherwise challenge a decision of the Springthorpe Architectural Review Committee.

13. DISPUTE RESOLUTION

- 13.1 If a Member has not complied with the Body Corporate Rules within 14 days after service of a notice by the Body Corporate or by the Manager specifying any non-compliance with the Body Corporate Rules and the non compliance relates to the non-performance of any works required to be performed by a Member pursuant to the Body Corporate Rules the Member agrees:

- (a) To allow the Body Corporate, the Manager, its employees, contractors or agents to enter into the Lot and rectify the non-compliance;
- (b) If the Body Corporate exercises its power to rectify the non-compliance to pay to the Body Corporate any charges levied against the Member in respect of the cost of the works performed as a result of the non-compliance which (until paid) are and shall remain a charge on the Lot;
- (c) Accept a certificate signed by the Secretary to the Body Corporate as proof of the costs and expenses incurred by the Body Corporate to rectify the Member's non-compliance with the Body Corporate Rules;
- (d) Pay interest at the rate of 2% less than the then current rate set by the Penalty Interest Rates Act 1983 on all moneys outstanding under the Body Corporate Rules from the date the moneys were due and payable until they are repaid in full.

- 13.2 If any dispute arises in relation to these Body Corporate Rules between individual Members which is not capable of being rectified by the Body Corporate at the Member's cost, the dispute must be referred to the Committee within 7 days of the dispute arising. The Committee must then make a recommendation that will be final and binding on the Members.

- 13.3 If a dispute arises in relation to these Body Corporate Rules between the Body Corporate and a Member and is not a dispute that is covered by Rule 12.1, the Body Corporate must refer the dispute to the then current President of the Real Estate Institute of Victoria (or its equivalent) for resolution. The Member must bear the cost of obtaining a ruling from the Real Estate Institute of Victoria. This ruling will be final and binding on the Members and Body Corporate.

14. OBSERVANCE OF RULES

- 14.1 The duties and obligations imposed by these Body Corporate Rules on a Member or Occupier must be observed not only by the Member or Occupier but by the



tenants, sub-tenants, guests, servants, employees, agents, children, invitees and licensees of all Members or occupiers.

- 14.2 Each Member and Occupier must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the quiet enjoyment of any other Lot by the Member or occupier of any other Lot or of any persons lawfully using the Common Property.

15. POWER OF BODY CORPORATE TO ENTER INTO AGREEMENTS

- 15.1 The Body Corporate has the power to enter into agreements:

- (a) For the management, maintenance and repair of the Common Property to ensure that the Common Property is maintained to a quality, design and standard consistent and compatible with the quality, design and standard of the Development as a whole;
- (b) For the enhancement of the amenity of each Lot including but not limited to agreements with LaTrobe University, local community clubs, local golf courses and schools.

- 15.2 The Body Corporate may enter into agreements with wholesale suppliers of utilities, including but not limited to, electricity, water and gas, and services such as insurance and information technology, to provide those utilities and/or services to each Member;

- 15.3 If the Body Corporate can provide these utilities and services to the Members, at a standard that is similar or equal to the standard provided by other suppliers in Victoria and at a price that is generally regarded by the community to be reasonable, each Member is bound to buy that particular utility or service from the Body Corporate.

15. WAIORA ROAD ENTRY WALL AND ASSOCIATED LANDSCAPING

- 15.1 The Body Corporate is responsible for and must carry out repairs maintenance to, and/or replacement of the Waiora Road Entry Wall and associated landscaping and is entitled to enter onto the Lots bordering the Waiora Road Entry Wall, on reasonable written notice, to repair, maintain or replace the wall and associated landscaping, for which the Body Corporate shall accept liability and all costs will be treated as a Body Corporate expense.

- 15.2 The obligation and responsibility imposed on the Body Corporate to repair, maintain and/or replace the Waiora Road Entry Wall and associated landscaping can only be changed by unanimous resolution.

- 15.3 The Body Corporate must use its best endeavours to cause minimal impact on the vegetation and the Lots themselves and must use its best endeavours to preserve trees. Any damage caused to any of the Lots by reason of the Body Corporate entering the Lot will be borne by the Body Corporate and treated as a Body Corporate expense.



16. GRANT OF ATTORNEY

16.1 Each Member of the Body Corporate must (if the Member has not already done so or if called upon the Developer to do so) immediately do the following:

- (a) Grant to the Developer an attorney exercisable from the Settlement Date until the Developer is no longer registered and is no longer entitled to be registered as proprietor of one or more Lots on the Plan of Subdivision or any land in the Development.
- (b) Grant the attorney on terms that:
 - (i) The Member irrevocably appoints the Developer as his attorney with power to do all matter of things of every kind and nature which the Member could do if personally acting as a Member of the Body Corporate;
 - (ii) The Member ratifies and agrees to ratify everything done or caused to be done by the Developer as Attorney under such power of attorney; and
 - (iii) The Member indemnifies each Attorney on demand against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers and authorities conferred by the power of attorney.

17. SPRINGTHORPE COMMITTEE

- 17.1 The Developer, while in the process of undertaking development work and marketing the sale of lots, has an obligation to purchasers (both previous and future) to deliver promised outcomes and, consequently, the Developer will exercise its voting entitlements to ensure those outcomes which it believes are in the best interests of the present and future residents of the Springthorpe estate and present and future members of the body corporate. It will achieve this primarily by exercising its voting powers at general meetings and at committee meetings.
- 17.2 It is in the best interests of the residents and members that there is broad representation of resident members on the body corporate committee.
- 17.3 In order to accomplish the above two, potentially conflicting, objectives the Springthorpe Committee elected to administer the affairs of Bodies Corporate 1 & 2 and the Springthorpe community will consist of lot owners except for two positions which will be occupied by nominees of the Developer.
- 17.4 The decisions of the committee will be subjected to the acceptance of the Developers' representatives who will have the authority to revoke any decision which, in their opinion, compromises the development or marketing plans and strategies of the Developer.



17.5 The provisions of this section will apply until the earlier of the Developer relinquishing its rights to appoint representatives to the committee or the Developer ceasing to hold title to any lot; and

18. STANDARD RULES TO APPLY

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

- (a) Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors;
- (b) Park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Body Corporate;
- (c) Use or permit a Lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier;
- (d) Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Body Corporate;
- (e) Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8.00 am;
- (f) Keep any animal on the Common Property after being given notice by the Body Corporate to remove the animal after the Body Corporate has resolved that the animal is causing a nuisance.



ANNEXURE A

PROHIBITED PLANT SPECIES LIST

BOTANICAL NAME	COMMON NAME
<i>Acacia baileyana</i>	Cootamundra Wattle
<i>Acacia decurrens</i>	Early Black Wattle
<i>Acacia elata</i>	Cedar Wattle
<i>Acacia floribunda</i>	White Sallow Wattle
<i>Acacia longifolia</i> var. <i>longifolia</i>	Sallow Wattle
<i>Acacia longifolia</i> var. <i>sophorae</i>	Coast Wattle
<i>Acacia pravissima</i>	Ovens Wattle
<i>Acacia prominens</i>	Golden Rain Wattle
<i>Acacia retinodes</i> var. <i>retinodes</i>	Wirilda
<i>Acacia saligna</i>	Golden Wreath Wattle
<i>Acer negundo</i>	Ghost Maple
<i>Agapanthus praecox</i> ssp. <i>Orientalis</i>	Agapanthus
<i>Alstroemeria aurea</i>	Alstroemeria
<i>Anredera cordifolia</i>	Madeira Wine
<i>Araujia hortorum</i>	White Bladder-flower
<i>Arctotis venusta</i>	White Arctotis
<i>Aristea ecklonii</i>	Aristea
<i>Arum italicum</i>	Italian Cuckoo-pint
<i>Asparagus asparagoides</i>	Bridal Creeper
<i>Asparagus scandens</i>	Asparagus Fern
<i>Carpobrotus aequiliferus</i>	Angled Pigface
<i>Carpobrotus edulis</i>	Hottentot Fig
<i>Chasmanthe floribunda</i>	African Corn-flag
<i>Clematis vitalba</i>	Travellers Joy
<i>Coprosma repens</i>	New Zealand Mirror-bush
<i>Cordyline australis</i>	Cabbage Tree
<i>Cortaderia jubata</i>	Pink Pampas Grass
<i>Cortaderia selloana</i>	Pampas Grass
<i>Cotoneaster divaricata</i>	Cotoneaster
<i>Cotoneaster glaucophyllus</i>	Cotoneaster
<i>Cotoneaster pannosus</i>	Cotoneaster
<i>Crataegus monogyna</i>	Hawthorn
<i>Crocasmia x crocosmiiiflora</i>	Montbretia
<i>Cytisus multiflorus</i>	White Spanish Broom

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BOTANICAL NAME	COMMON NAME
<i>Cytisus palmensis</i>	Tagasaste or Tree Lucerne
<i>Cytisus scoparius</i>	English Broom
<i>Delairea odorata</i>	Cape Ivy
<i>Dietes iridioides</i>	Dietes
<i>Dimorphotheca ecklonis</i>	Dimorphotheca
<i>Dimorphotheca pluvialis</i>	Cape Marigold
<i>Dipogon lignosus</i>	Dipogon
<i>Erica lusitanica</i>	Spanish Heath
<i>Fraxinus rotundifolia</i> ssp. <i>rotundifolia</i>	Desert Ash
<i>Freesia</i> species and hybrids	Freesia
<i>Gazania linearis</i>	Gazania
<i>Gazania rigens</i>	Gazania
<i>Genista linifolia</i>	Flax-leaf Broom
<i>Genista monspessulana</i>	Montpellier Broom
<i>Grevillea rosmarinifolia</i>	Rosemary Grevillea
<i>Hakes drupacea</i>	Sweet Hakes
<i>Hakes laurina</i>	Pincushion Hakes
<i>Hakes salicifolia</i>	Willow-leaf Hakes
<i>Hakes sericea</i>	Needle Hakes
<i>Hedera helix</i>	Ivy
<i>Ipomoea indica</i>	Purple Morning-glory
<i>Ixia</i> spp.	
<i>Ligustrum lucidum</i>	Large-leaf Privet
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Myriophyllum aquaticum</i>	Parrots Feather
<i>Oenothera glazioviana</i>	Evening Primrose
<i>Olea europaea</i> ssp. <i>europaea</i>	Olive
<i>Opuntia</i> spp.	Prickly Pear
<i>Oxalis</i> spp.	Oxalis / Wood sorrel
<i>Paraserianthes lophantha</i>	Cape Wattle
<i>Passiflora mollissima</i>	Banana Passionfruit
<i>Pennisetum alopecuroides</i>	Swamp Foxtail-grass
<i>Pennisetum clandestinum</i>	Kikuyu
<i>Pennisetum villosum</i>	Feathertop
<i>Phoenix canariensis</i>	Canary Islands Date Palm
<i>Physalis peruviana</i>	Cape Gooseberry
<i>Pinus nigra</i> var. <i>maritima</i>	Corsican Pine
<i>Pinus pinaster</i>	Cluster Pine
<i>Pinus radiata</i>	Monterey or Radiata Pine
<i>Pittosporum eugenioides</i>	Pittosporum
<i>Pittosporum undulatum</i>	Sweet Pittosporum
<i>Polygala myrtifolia</i>	Myrtle-leaf Milkwort
<i>Prunus cerasifera</i>	Cherry-plum
<i>Prunus cerasifera</i> 'Nigra'	Purple-leaf Cherry-plum
<i>Prunus laurocerasus</i>	Cherry Laurel

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BOTANICAL NAME	COMMON NAME
Prunus lusitanica	Portugal Laurel
Psoralea pinnata	Blue Psoralea
Pyracantha angustifolia	Orange Firethorn
Pyracantha crenulata	Nepal Firethorn
Pyracantha fortuneiana	Firethorn
Rhamnus alaternus	Italian Buckthorn
Rumex sagittatus	Climbing Dock
Salix cinerea	Grey Sallow
Schinus molle	Pepper Tree
Senecio angulatus	Climbing Groundsel
Solanum maurifianum	Tobacco Nightshade
Solanum pseudocapsicum	Madeira Winter Cherry
Sollya heterophylla	Bluebell Creeper
Sparaxis bulbifera	Harlequin-flower
Sparaxis tricolor	Tricolor Harlequin-flower
Spartium junceum	Spanish Broom
Stipa spp	Spear-grass
Tradescantia albiflora	Wandering Jew
Tritonia lineata	Lined Tritonia
Typha latifolia	Great Reedmace
Verbascum thapsus	Great Mullein
Vinca major	Blue Periwinkle
Viola odorata	Common Violet
Viola riviniana	Common Dog-violet
Watsonia borbonica	Watsonia
Watsonia marginata	Watsonia
Watsonia meriana 'Bulbillifera'	Bulbil Watsonia
Watsonia versfeldii	Watsonia
Zantedeschia aethiopica	White Arum Lily



Imaged Document Cover Sheet

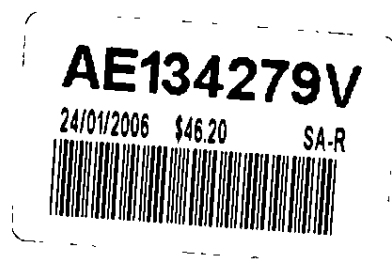
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Lodged by: Community Living Management
Phone: 9670 3533
Address: PO Box 85 Greensborough 3088

FORM 2

Reg. 220 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

NOTIFICATION OF MAKING, AMENDMENT OR REVOCATION OF RULES

To the Registrar

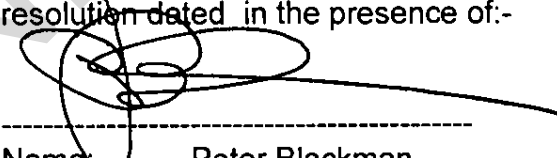
Body Corporate 2 Plan No. 436604 K

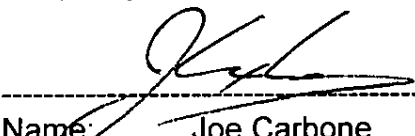
Attached is a copy of:

1. The rules of the body corporate currently in force.
2. The special resolution passed on 14 December 2005 under regulation 220 of the Subdivision (Body Corporate) Regulations 2001 authorising the making amendment or revocation of the additional rules of the body corporate.

Dated 16 January 2006

The Common Seal of Body Corporate 2 Plan 436604 was hereto affixed in accordance with Regulation 311 of the Subdivision (Body Corporate) Regulations 2001 and in accordance with a special resolution dated in the presence of:-


Name: Peter Blackman
Address: 16 Horizon View Macleod 3085
Body corporate member


Name: Joe Carbone
Address: 22 Linaker Drive Macleod 3085
Body corporate member



BC 1 & 2 Plan 436604 "Springthorpe" Annual General Meeting 14 December 2005

6. CHANGE to RULES

AMENDMENT TO BC1 & BC2 RULES: Springthorpe committee

It was resolved by SPECIAL RESOLUTION that the following section be added to become Section 17 in the BC1 rules and Section 13 in the BC2 rules:

- 1 The Developer, while in the process of undertaking development work and marketing the sale of lots, has an obligation to purchasers (both previous and future) to deliver promised outcomes and, consequently, the Developer will exercise its voting entitlements to ensure those outcomes which it believes are in the best interests of the present and future residents of the Springthorpe estate and present and future members of the body corporate. It will achieve this primarily by exercising its voting powers at general meetings and at committee meetings.
- 2 It is in the best interests of the residents and members that there is broad representation of resident members on the body corporate committee.
- 3 In order to accomplish the above two, potentially conflicting, objectives the Springthorpe Committee elected to administer the affairs of Bodies Corporate 1 & 2 and the Springthorpe community will consist of lot owners except for two positions which will be occupied by nominees of the Developer.
- 4 The decisions of the committee will be subjected to the acceptance of the Developers' representatives who will have the authority to revoke any decision which, in their opinion, compromises the development or marketing plans and strategies of the Developer.
- 5 The provisions of this section will apply until the earlier of the Developer relinquishing its rights to appoint representatives to the committee or the Developer ceasing to hold title to any lot.

VOTING BY POLL	YES	235 lots (lot entitlements = 78%)		
	NO	4 (0.12%)	ABSTAIN	6 (0.18%)

7. APPOINTMENTS AND DELEGATIONS

7.1 APPOINTMENT OF BODY CORPORATE 1&2 COMMITTEE

It was resolved that the number of committee members to be elected at the 2006 Annual General Meeting would be twelve, as for the current year.

The following members were elected as members of the committee for Bodies Corporate 1&2:

Peter Blackman	Peter Hood	Ruth Ritchie
Joe Carbone	Albert Butera	John Collins
Victor Riitano	Alexia Quinn	Helen Goddard
Anna Rattray-Wood	Greg White	Rick Arturi

The meeting acknowledged the contribution made by retiring committee members Rosemary Sceats, Michelle Bruggeman and Dawn Osborne.

7.2 APPOINTMENT of BODY CORPORATE MANAGER

In accordance with regulations 302 and 303, the body corporate resolved to delegate management responsibilities to Bryan Forby trading as Community Living Management for a further term of three years commencing from 1 January 2006 at an annual GST exclusive fee of \$125 per housing lot. Two members of the committee who are body corporate members were authorised to execute an instrument of delegation titled "Appointment of Manager" in accordance with regulation 310(2), formalising the appointment.

This appointment was made subject to the following conditions:

- Service fees and site administration charges for the community intranet are included within the management fee



BODY CORPORATE RULES

BODY CORPORATE NO 2 PLAN 436604K (RESIDENTIAL LIMITED BODY CORPORATE)

1. OBJECTIVES

The Rules are to be interpreted having regard to the following objectives of the Developer:

- 1.1 Enhancing the amenity of every residential Lot forming part of the Development;
- 1.2 Providing funding for the Springthorpe Country Club to be built on the Common Property which is to be for the benefit of each Member;
- 1.3 Empowering the Developer to act on behalf of all Members to achieve all of the above objectives until such time as the Developer ceases to be the owner of any Lot or any part of a Lot on the Plan of Subdivision and any land in the Development.

2. DEFINITIONS

"Body Corporate Rules" means these rules.

"Committee" means the committee appointed pursuant to Regulation 305 of the Regulations.

"Common Property" means that part of the land contained in any stage of the Plan of Subdivision which is not included in a lot, a road or a reserve.

"Council" means the City of Darebin.

"Developer" means Mont Park Development Company Pty Ltd as the original owner and developer of the Lots or its assignee.

"Development" means the 73 hectares of land located in Waiora Road, Macleod and known as the Springthorpe Estate.

"Lot" means any lot on the Plan of Subdivision.

"Manager" means the body corporate manager appointed by the Body Corporate pursuant to the body corporate rules for Body Corporate No 1.

"Member" means an owner of a Lot on the Plan of Subdivision.

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"Occupier" means any person occupying or in possession of a Lot and can include a Member.

"Plan of Subdivision" means Stage 1 of Plan of Subdivision PS 436604K.

"Settlement Date" means the date of transfer of any Lot on the Plan of Subdivision by the Developer to a Member.

"Springthorpe Architectural Review Committee" means a committee appointed by Body Corporate No. 1 for the purposes of assessing compliance by Members with the Springthorpe Design Guide.

"Springthorpe Country Club" means the club to be constructed on the Common Property to be used by Members.

"Springthorpe Country Club Operator" means an operator of the Springthorpe Country Club appointed by the Body Corporate in accordance with the Body Corporate Rules.

"Springthorpe Design Guide" means the document so titled in relation to the design of the built form to be constructed on the Lots and all other development of the Lots prepared by the Developer and approved by the Council as amended from time to time by unanimous resolution of the Body Corporate with the consent of the Council if necessary.

"Regulations" means the Subdivision (Body Corporate) Regulations 2001.

3. SPRINGTHORPE COUNTRY CLUB OPERATOR

3.1 The Body Corporate has the power to appoint the Springthorpe Country Club Operator and enter into an agreement which regulates the terms and conditions of that appointment and sets out the basis on which the Springthorpe Country Club is to be operated.

3.2 The Body Corporate may delegate or arrange for certain functions of the Body Corporate to be undertaken by the Springthorpe Country Club Operator.

3.3 The Members may review the terms and conditions of the Springthorpe Country Club Operator's appointment at the Body Corporate annual general meeting and otherwise from time to time in special meetings.

4. SINKING FUND

4.1 A sinking fund may be established to cover the cost of replacing capital items and abnormal items associated with the Springthorpe Country Club which have not been included in the normal yearly budget.

4.2 The original basis of such sinking fund will be calculated using normally accepted accounting principles based on estimated useful life of the original capital equipment or at rate agreed by the Members at the Annual General Meeting.

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COMMUNITY & SPECIALIST BODY CORPORATE MANAGERS

- 4.3 The amount to be charged to Members as their contribution to the Sinking Fund will be in accordance with their lot liability and will be determined at each Annual General Meeting.

5. FEES

- 5.1 Body Corporate 1 and Body Corporate 2 will raise fees from any associated limited body corporate in such a way that fees to all Springthorpe bodies corporate payable by an owner will be consolidated on one account notice. This consolidated account notice will be issued by the associated limited body corporate and where there is no associated limited body corporate, the consolidated account notice will be issued by Body Corporate 2.
- 5.2 Body Corporate 2 account notices will be issued half yearly and payable in advance prior to the first day of October and April.
- 5.3 If a Member fails to pay the fees on the due date interest is payable at the rate prescribed in the relevant body corporate statutes and regulations.

6. RELATIONSHIP WITH OTHER BODIES CORPORATE

- 6.1 Body Corporate 3 is a limited Body Corporate whose members are owners of commercial Lots. The Members of Body Corporate 3 acknowledge in the Body Corporate Rules for Body Corporate No 3 that they will not interfere in the activities of Members of Body Corporate 2.

7. INSURANCES

- 7.1 Body Corporate No 2 will undertake its responsibilities in respect of Regulations 212 & 213 and will insure any buildings on its common property and public liability cover. Where there are buildings which do not meet the terms applied in Regulation 212 (3), each member must arrange for the member's own building and liability covers arising out of the improvements to their lot in accordance with Regulation 216.

8. EXTERNAL APPEARANCE OF RESIDENCES

- 8.1 Each Member or Occupier must comply with the Springthorpe Design Guide with regard to the external appearance of the residences.

9. DISPUTE RESOLUTION

- 9.1 If a Member has not complied with the Body Corporate Rules within 14 days after the service of a notice by the Body Corporate or by the Manager specifying any non-compliance with the Body Corporate Rules and the non compliance relates to the non-performance of any works required to be performed by a Member pursuant to the Body Corporate Rules the Member agrees:

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- (a) To allow the Body Corporate, the Manager, its employees, contractors or agents to enter into the Lot and rectify the non-compliance;
 - (b) If the Body Corporate exercises its power to rectify the non-compliance to pay to the Body Corporate any charges levied against the Member in respect of the cost of the works performed as a result of the non-compliance which (until paid) are and shall remain a charge on the Lot;
 - (c) Accept a certificate signed by the Secretary to the Body Corporate as proof of the costs and expenses incurred by the Body Corporate to rectify the Member's non-compliance with the Body Corporate Rules;
 - (d) Pay interest at the rate of 2% less than the then current rate set by the Penalty Interest Rates Act 1983 on all moneys outstanding under the Body Corporate Rules from the date the moneys were due and payable until they are repaid in full.
- 9.2 If any dispute arises in relation to these Body Corporate Rules between individual Members which is not capable of being rectified by the Body Corporate at the Member's cost, the dispute must be referred to the Committee within 7 days of the dispute arising. The Committee must then make a recommendation that will be final and binding on the Members.
- 9.3 If a dispute arises in relation to these Body Corporate Rules between the Body Corporate and a Member and is not a dispute that is covered by Rule 10.2, the Body Corporate must refer the dispute to the then current President of the Real Estate Institute of Victoria (or its equivalent) for resolution. The Member must bear the cost of obtaining a ruling from the Real Estate Institute of Victoria. This ruling will be final and binding on the Members and Body Corporate.

10. OBSERVANCE OF RULES

- 10.1 The duties and obligations imposed by these Body Corporate Rules on a Member or Occupier must be observed not only by the Members or Occupiers but by the tenants, sub-tenants, guests, servants, employees, agents, children, invitees and licensees of all Members or Occupiers.
- 10.2 Each Member or Occupier must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the quiet enjoyment of any other Lot by the Member or occupier of any other Lot or any persons lawfully using the Common Property.

11. SPRINGTHORPE COUNTRY CLUB

- 11.1 The Springthorpe Country Club will provide a range of recreation, cultural and health programs and facilities such as a Members' bar and lounge, swimming pool, barbecue area, tennis court, gymnasium and could also include arts programs, teenagers and children's activities and/or other activities which are considered by the Springthorpe Country Club Operator to be appropriate.

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COMMUNITY & SPECIALIST BODY CORPORATE MANAGERS

12. TENNIS COURTS

- 12.1 When construction is completed the tennis courts are only available for use at times permitted by the Body Corporate.

13. SPRINGTHORPE COMMITTEE

- 13.1 The Developer, while in the process of undertaking development work and marketing the sale of lots, has an obligation to purchasers (both previous and future) to deliver promised outcomes and, consequently, the Developer will exercise its voting entitlements to ensure those outcomes which it believes are in the best interests of the present and future residents of the Springthorpe estate and present and future members of the body corporate. It will achieve this primarily by exercising its voting powers at general meetings and at committee meetings.
- 13.2 It is in the best interests of the residents and members that there is broad representation of resident members on the body corporate committee.
- 13.3 In order to accomplish the above two, potentially conflicting, objectives the Springthorpe Committee elected to administer the affairs of Bodies Corporate 1 & 2 and the Springthorpe community will consist of lot owners except for two positions which will be occupied by nominees of the Developer.
- 13.4 The decisions of the committee will be subjected to the acceptance of the Developers' representatives who will have the authority to revoke any decision which, in their opinion, compromises the development or marketing plans and strategies of the Developer.
- 13.5 The provisions of this section will apply until the earlier of the Developer relinquishing its rights to appoint representatives to the committee or the Developer ceasing to hold title to any lot; and

14. STANDARD RULES TO APPLY

- 14.1 A Member must not, and must ensure that the occupier of a Member's Lot does not:
- (a) Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors;
 - (b) Park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purposes by the Body Corporate;
 - (c) Use or permit a Lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Member or



Occupier or any Lot or the families or visitors of any such Member or Occupier;

- (d) Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Body Corporate;
- (e) Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;
- (f) Keep any animal on the Common Property after being given notice by the Body Corporate to remove the animal after the Body Corporate has resolved that the animal is causing a nuisance.

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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 28 calendar days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (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*.



Solar Panel Design Guideline

The installation of solar panels (also known as photovoltaic panels) on the roofs of houses is becoming a common feature of the urban landscape in Melbourne. This is being driven by an increasing demand for environmental sustainability, and decreasing costs associated with this technology. Environmentally sustainable design is encouraged at Springthorpe, and solar panels is one such initiative that is highlighted in the Design Guide.

As well as supporting sustainable design, the Design Guide is also in place to protect the aesthetic qualities of the built environment at Springthorpe. For this reason, the visual impact of solar panels must be carefully considered and managed.

Like all other building and landscaping works at Springthorpe, the proposed installation of Solar Panels requires written design approval by the Architectural Review Committee. A guide to the design approval process and an application form is available for download from the Springthorpe Community website.

The Architectural Review Committee reserves the right to instruct an owner to rectify solar panels that do not comply with these guidelines, or to properly maintain panels that have fallen into disrepair.

The following are design guidelines that all new solar panel installations must comply with:

- Solar panels must fit comfortably on a roof surface without touching or protruding beyond any ridge lines.
- It is preferred that solar panels are mounted flat against a sloping section of roof, rather than angled on a flat section of roof. This is to achieve a more integrated appearance.
- If solar panels are to be mounted at an angle on a flat section of roof, careful consideration must be given to the visibility of these panels from the street and neighbouring properties. The Town Architect may ask for comment from neighbouring residents if the panels will be visible from adjacent properties. Support frames & exposed cabling must be finished in the same colour as the roofing material.
- Cabling and conduits must be concealed within the roof space.
- Solar panels facing the street are permitted, however the Town Architect will consider the visual impact on the streetscape, and may place particular requirements on the layout and extent of the panels.

If you have any questions about this design guideline or would like further information please contact the Town Architect.



Town Architect

Mitsuori Architects
45 Hotham Street
Collingwood, VIC 3066
TEL 03 9417 3313
FAX 03 9012 7958
EMAIL springthorpe@mitsuori.com

Contact: Matthew Murfett

Springthorpe Gresswell Hill Design Guidelines



Cox Architects + Planners

20 6

2003

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Gresswell Hill 'Landscape Design Principles'

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INFORMATION ONLY

Introduction

These Design Guidelines have been prepared by the Cox Architects and Planners (Town Architect) for Urban Pacific (Developer), and relates to the Gresswell Hill Precinct of the Springthorpe residential development.

Refer to the 'Springthorpe Masterplan' section of this document for clarification of precincts and the implementation process v at Springthorpe.

Refer to previous versions of this document for earlier precincts including The Secret Garden (Stage 1), the Display Village (part Stage 2), Springthorpe Gardens and The Springthorpe Country Club.

It is intended that the information contained within this document will be challenged, developed and evolved by Cox Architects and Planners, Urban Pacific and Darebin City Council during the course of the development.

**Note: All images from Architects and other Designers are included within the document as a reference only. They are intended to illustrate a particular objective of the design guidelines only, such as a particular roof form or material selection. These designs are not to be replicated at Springthorpe.*





Springthorpe The Vision

The Springthorpe Vision has been developed with the following aims as its guiding principles.

- Create a sense of place where people live, work and enjoy their leisure as part of the wider northern Melbourne Community.
- Re-establish the former gardenesque planning on the main site bowl (i.e. Stages 1 to 7) and bush planning on Gresswell Hill (Stages 8 to 12) and create an environment integrated and harmonious with the existing site and architecture.
- Provide a generous parkland system with links to adjacent and surrounding open space areas such as Gresswell Forest Wildlife Reserve, LaTrobe University Wetlands and Strathallan Golf Course.
- Create a pedestrian friendly environment with dedicated pedestrian / cycle paths.
- The establishment of a 'university village' via the encouragement of interaction between staff and students from LaTrobe University with residents and visitors, within the Village Common, Village Hub and other outdoor open spaces.
- Building design and landscape combine to create an environment that embodies a feeling of permanence and stability, and presents building design reflective of this time and does not rely upon architectural fashion or historical motifs.
- Create an integrated Village Hub and Common as the 'social heartbeat' for the entire community, including Gresswell Hill.
- Achieve a high quality of social infrastructure.
- Create a level of safety and security achieved by activation and surveillance rather than by physical barriers.

An important community vision is to create streetscapes that are inviting to visitors and residents alike. Rather than domination by cars, garages and house forms close too close to the street... minimum setbacks to both dwellings and garages, plus a restriction on fences forward of residence will be introduced to ensure the development is pedestrian friendly. Another important ingredient is the avoidance of unnecessary adornment, particularly of false historic applied elements.

These Design Guidelines sets out a definitive set of objectives, principles and controls, however it has been carefully formulated to offer a wide range of choice of design, form, materials and colour. It is intended the above provides both unity and diversity simultaneously.

The Springthorpe Master Plan

A master plan for Springthorpe has been developed to activate the Springthorpe Vision and integrate with the surrounding areas such as LaTrobe University, the former hospital buildings, Gresswell Forest Wildlife Reserve, LaTrobe University Wetlands, Strathallan Golf Course and The Grasslands.

The Masterplan design objectives are as follows.

- To provide a well ordered interconnected pattern of streets and open spaces to reaffirm the existing open space and site layout and foster pedestrian activity.
- To provide a streetscape and landscape character that is sensitive to the existing architecture. Landscape and environmental parameters of the site.
- To provide protection to areas, trees and vegetation with a high conservation, environmental and/or aesthetic appeal, and where appropriate, to incorporate them into the public areas.
- To provide effective habitat linkages for local fauna between conservation areas.
- To provide planting that reinforces the ambience and character of the site and which provides a sustainable long-term landscape solution.

- To ensure that open space and adjacent reserves are readily accessible and offer a range of opportunities for both passive and active recreation.
- To create areas of distinctive character and amenity that offer choice and variety in residential locations, taking advantage of varying aspects, vistas and views.
- To provide dwellings of genuine variety and choice together with a controlled diversity of product, which contribute to a harmonious and consistent design, theme, whilst complementing the existing built form.
- To create points of orientation throughout the site through the use of views, buildings and landscape features.
- To create Springthorpe as a distinct and unique place.

- To create recognisable gateways to individual precincts and enclaves within the development.

- To encourage the use of front gardens with direct visual access to the street.

The Masterplan has been divided into the following precincts.

- Precinct 1: Arrival Experience (incl. The Secret Garden)
- Precinct 2: Village Hub + Village Common
- Precinct 3: Central Residential
- Precinct 4: Gresswell Hill





Precinct 1: Arrival Experience (incl. The Secret Garden)

The first phase of Springthorpe capitalises on the existing road infrastructure, significant established landscape features and existing historic buildings to establish an immediate presence and identity. This identity is to be reinforced by a future centrally located village common parkland and hub within Precinct 2.

The Arrival Experience is enhanced by the creation of a Gatehouse and a wide buffer weaving between the existing the existing period architecture and reflective new buildings, conveying a sense of coming home to a place removed from the daily grind and steeped in history. This precinct also includes the development of the 'Secret Garden' residential pocket, the basis of the future of Springthorpe development.

New development throughout Springthorpe has been seamlessly integrated with the existing historic university buildings and adjacent grasslands. In addition, the removal of low grade infill buildings and selective editing of the introduced landscape have cleansed the site and set the scene for the creation of a residential neighbourhood with an unparalleled natural advantage.



Precinct 2: Village Hub + Village Common

Using the existing oval and natural bowl as a base, the Village Common will be developed and strengthened into a principle community parkland space for Springthorpe. Layering of considered hard and soft landscape over and amongst the existing vegetation will heighten resident and visitor relationships and experiences with the gardenesque and bush (Gresswell Hill) quality of the area.

Located and linked directly opposite to the Village Common and on the opposite side of the main entry road, Springthorpe Boulevard, the Village Hub will provide the supporting community infrastructure such as the Country Club, a provedore / general store, shop-top dwellings plus medium-density residences (Springthorpe Gardens) all surrounding and focused on a central hard and soft landscaped town square.

With a strong visual and physical connection between the common and hub, residents will be encouraged to inhabit the square for varying uses and functions. Either sipping a hot latte or cappuccino on a brisk autumn or spring afternoon; enjoying a gelati in the shade from the summer heat under one of many magnificent retained indigenous trees; or, possibly a moonlit cinema on a balmy summer evening... these spaces will be designed to accommodate a relaxed and inviting Springthorpe atmosphere.



Precinct 3: Central Residential

Comprising the majority of the house lots and the central geographic location of the development, the Central Residential precinct provides an interface and transition between cultural activities of the Village Common and Hub (Precinct 2) and the natural bush setting of Gresswell Hill (Precinct 4).

Precinct 3 further strengthened Urban Pacific's desire to establish the significant indigenous, native, introduced and historic landscape with selective editing and removal of unsympathetic buildings and vegetation, followed by the considered addition to the existing valued environment. Individual streetscape and open space are distinctively different in appearance and function, but with common elements that will be consistent throughout the precinct.

Sub-precincts have been established to reflect remnant vegetation, location, links to surrounding landscape elements and former site uses such as the 'Redgum Corridor', 'Wetlands Extension' or 'The Crescent'. Building design is reflective, but developed, from the existing building throughout the site and the initial design located within the Secret Garden of Precinct 1.



Precinct 4: Gresswell Hill

The Gresswell Hill area offers unique opportunities from those found within the early and middle stages of the Springthorpe residential development. The existing landscape and buildings found within Precincts 1, 2 and 3 are predominantly gardenesque and an introduced largely English vernacular. Gresswell Hill is a noticeably more natural setting and calls for a local vernacular approach to both the landscape and architecture. New buildings within Precinct 4 will reflect the immediate location, elevation, topography, orientation, views, materials, colours and bush setting, in a different manner to previous precincts and stages.

There are many opportunities to capture and strengthen the bush setting of Gresswell Hill, beginning with a revised and fresh approach to the overall urban design, with street layouts and orientation responsive to the steep topography and terrain. New landscape design will strengthen the existing bush landscape. Dwelling typology and design will also be sensitive to the existing bush landscape whilst providing opportunities to create permanent, comfortable and exciting new homes, different from earlier Springthorpe house designs.

Gresswell Hill currently includes stages 8 to 12, inclusive, but may vary according to Urban Pacific's development program.

Existing Topography, Landscape + Buildings

It is probable that the park-like woodland appearance of land in the Heidelberg area noted by early settlers was due to Aboriginal land care practices. The pre-European landscape character of the site consisted of rolling grassy open woodlands, dominated by the same majestic River Red Gums which are scattered throughout the site today.

Following subdivision of the land by Hoddle in 1837, the area of the Strathallan Estate was cleared for grazing, dairying and other farming activities, which involved general clearing of vegetation to most of the flatter land, other than the larger remnant River Red Gums.

The Mont Park area including landscape and buildings was substantially developed during the period of 1910 – 1930. There seems to be no documented or ordered master planning, although the site organisation is given meaning by the strategic placement of individual buildings and some associated landscape treatments, such as boulevards and hierarchical streets.



Most of the major early buildings have some consistent architectural characteristics. They were all designed in the early 20th century Victorian Public Works style, that is, late Federation with repetitive use of form and massing, solid red brick construction, hipped red terracotta Marseilles tile roofs, some stuccoed walls and rendered embellishment, two storey symmetrical layouts and an often elaborate central entry. Most buildings have an axial arrangement and an ordered front elevation facing onto a formalised landscape forecourt, with utilitarian activities to the rear side.

It appears that clearing by farmers on Gresswell Hill has been limited, with a predominantly bush landscape still in existence. A number of low grade infill buildings were constructed during the operating hospital years, however these have already been removed to allow for a sympathetic re-development of the elevated area that is Gresswell Hill.

Purpose of the Design Guidelines

The principal aim of the Springthorpe Design Guidelines is to create a coherent vision for the built form at Springthorpe and to assist the project team in maintaining consistency in the character of the urban, landscape and housing design; public and private open spaces; streetscape themes; plus, the overall 'feel' of Springthorpe.

The Guidelines are also intended to create a cohesive community through principles and controls, which produce a consistent image while maintaining opportunities for diversity and variety within each part of the community. This strategy will help to protect property values within the context of an integrated community.

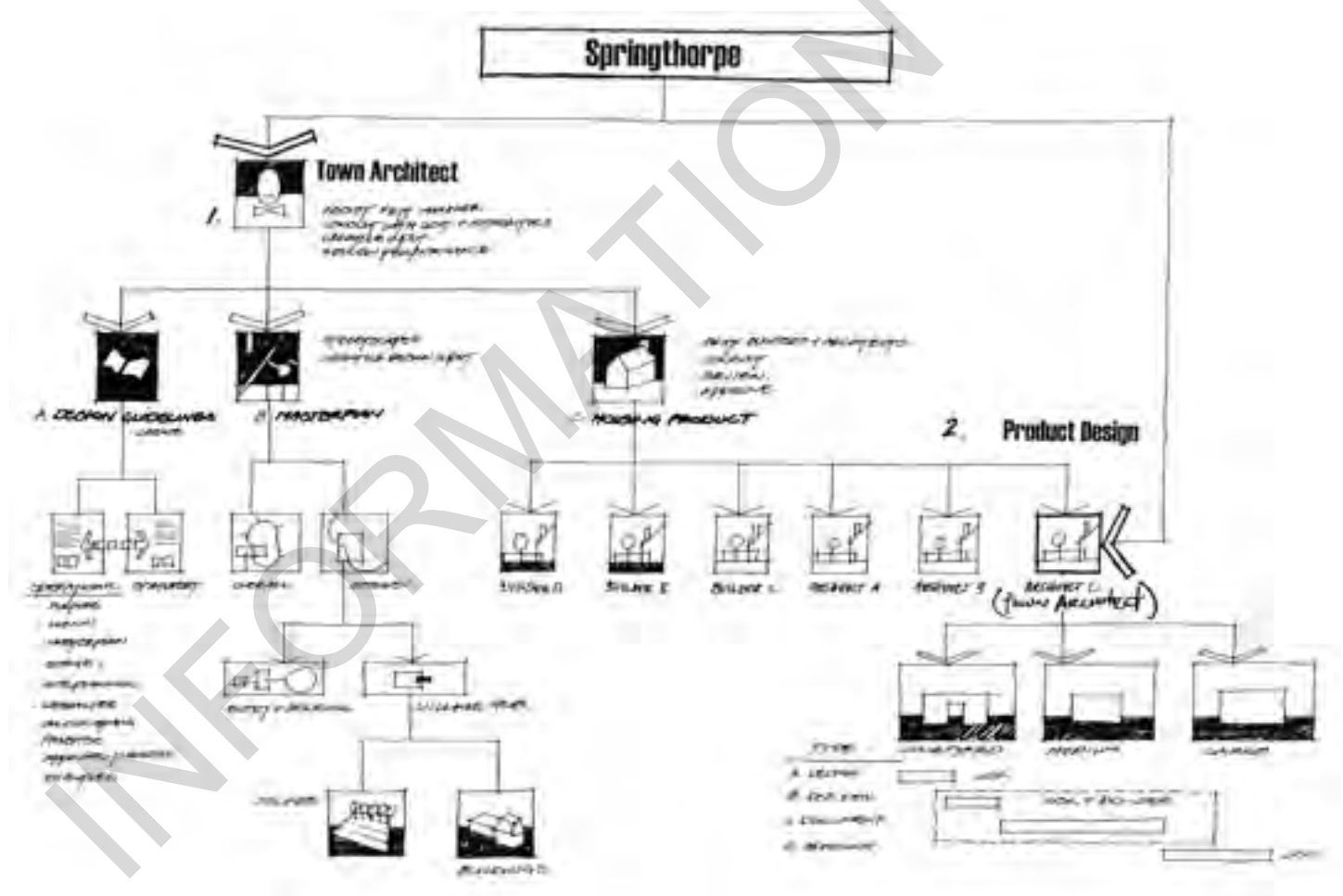
It is intended that the information contained within this document will be challenged, developed and evolved by Cox Architects and Planners, Urban Pacific and Darebin City Council during the course of the development, to endeavour to ensure Springthorpe remains as a fresh and progressive development.

Where unforeseen circumstances arise Urban Pacific reserve the right for the town architect only, to revise the contents of this document.

The key objectives of the Design Guidelines are as follows.

- To assist purchasers, designers and building in providing housing which takes optimum advantage of the local setting, climate and outdoor lifestyle opportunities.
- To produce streetscape which maximise the amenity and attractiveness of the public domain including streets and parks.
- To distinguish particular places and frontages where a defined treatment should be incorporated such as along man entry routes.
- Set objectives, principles and controls to achieve the above.
- Note... alternative options may be acceptable if presented, and the meeting or complimenting of objectives can be justified.
- Allow for the improvement and development of the overall design and product.





Approval Process

Only one of the approved Springthorpe house design can be allocated to each Gresswell Hill allotment. In addition, you are required to obtain Design Approval from the Town Architect PRIOR to submitting for your Building Permit application to a Registered Building Surveyor. The Town Architect as part of the review and approval process will complete a Design Approval Checklist for each Gresswell Hill stages.

This checklist summarizes the design response to the items outlined within this document, such as setbacks and services. Refer to Appendix 1 – Design Approval Checklist, for further information.

If there are items that do not comply with the Design Guidelines or it's intent, please forward details to the Town Architect for review and approval prior to submitting final approval drawings.

When you believe the proposal meets the criteria set out within this document, submit two (2) copies of the drawings listed below.

Design Approval Drawings:

- Site plan indicating all setbacks and dimensions.
- Plans of all levels (incl. roof).
- All elevations (front, sides and rear).
- Sections through dwelling and site, clearly indicating natural ground level, proposed floor levels and overall dwelling height.
- Fencing, letterbox, driveway and other landscape design details.
- External materials schedule indicating alternative material selection (if any).

Statutory Requirements

After gaining Design Approval from the Town Architect, each builder is to submit for a Building Permit to assess the current statutory requirements. Design Approval from the Town Architect does not exempt any building or statutory regulations, and it is the builders' responsibility to ensure compliance with these regulations.

Implementation Process

All Springthorpe residential allotments are be affected by a Body Corporate. Under the current regulations of the Body Corporate, the Body Corporate has appointed an Architectural Review Committee. This committee is to ensure compliance of future housing, landscape works and associated development (such as extensions, sheds, pools, pergolas, etc.) with the design intent of the Springthorpe Design Guidelines. The Town Architect can give approval for designs that do not conform in part to this document, if an alternative design is proposed that satisfies the intent of this Design Guidelines, and it can be demonstrated the alternative proposal will benefit Gresswell Hill and the wider Springthorpe community.

The current Body Corporate Rules state that until the last lot of the Springthorpe development is sold, Urban Pacific and Cox Architects (as Town Architect) will sit on the Architectural Review Committee.

When a purchaser proposes to construct any new works (including but not limited to extensions, sheds, pools, pergolas, etc.) on their property, they must first seek approval from the Architectural Review Committee. This is to ensure all development works at Springthorpe are considered and responsive to the existing environment and introduced landscape and architecture, and that works on adjacent or adjoining properties are consistent with those surrounding it.

The Town Architect has been appointed by Urban Pacific to oversee all development at Springthorpe. The Town Architect will work with the Project Managers and will be responsible for the implementation of the Springthorpe Design Guidelines.

The Town Architect will also manage a selected number of specific architectural and building firms appointed to design dwellings for Springthorpe. Each of these firms will be responsible for designing a range of dwelling types for the various precincts within the development. These housing designs will co-ordinated by the Town Architect and ensure consistency in style and theme and compliance with the Springthorpe Design Guidelines.

Planning Design Principles

Existing Topography



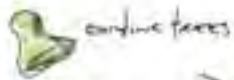
The Springthorpe character is one of an integrated series of distinctive communities and facilities, including major and minor interconnected open spaces, the Village Hub and support infrastructure. There is a network of parkland reserves and a limited variety of house forms. The housing will set new benchmarks in relation to the sympathetic treatment to the natural setting, surrounding topography, benefits of outdoors living, and consideration of the local climate.

The following Planning Design Principles are aimed at building a unique character specific to Springthorpe, and in particular, Gresswell Hill. They are aimed at ensuring each house is designed and orientated to maximise the natural characteristics of each allotment with respect to topography, views, orientation, access, privacy, easements and location of services.

These principles and controls are to be interpreted alongside all statutory controls, such as the current Building Regulations.



Existing Significant Trees



existing trees



Reserved 1 + 2
trees





Gresswell Hill House Design Typologies

There are significant opportunities to create a new architectural and landscape response to the Gresswell Hill setting that is more appropriate to the hilly terrain and bush landscape of these later Springthorpe stages. The simple transfer of a number of current Springthorpe house designs suited to the gently sloping Gresswell Hill sites, is acceptable. However, new designs responsive to this new environment are required for a large portion of Gresswell Hill.

There are four housing typologies appropriate for Gresswell Hill, each responding to differing locations, topography, views and vegetation. They are;

1. Existing Springthorpe Houses
2. Timber Framed Houses
3. Timber Pole / Steel Framed Houses; and
4. Vertical Houses

Each typology will be suited to some allotments and not others, due mainly to topography and existing vegetation.

1: Existing Springthorpe Houses

The Town Architect will look to allocate any of the current Springthorpe house designs into the Gresswell Hill stages, where suitable. However, this will be limited to the gentle sloping allotments only, due to the amount of cut and fill required for this design type on a sloping site.

In addition, builders are invited to review each of their current approved Springthorpe house designs, adapt them to suit the Gresswell Hill topography, and then submit to the Town Architect for review / approval.

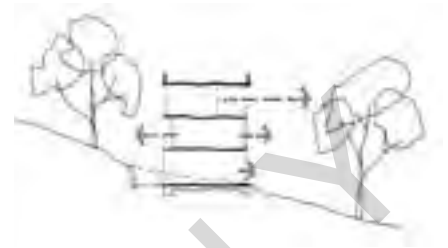
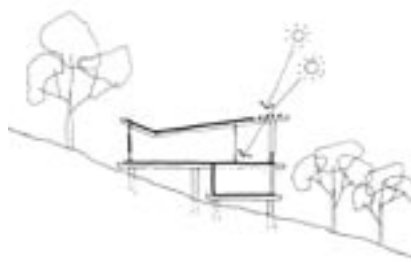


House Study Model, Cox Architects



Springthorpe Cox Architects

1. Suber House \ James Jones
2. The Box / Nicholas Murcutt
3. Hunziker House \ Jurg Hunziker
4. Deborah Fischer's Studio
5. Willmann-Lotscher House \ Andrea Deploras
- 6 Richard's House \ Max Pritchard



5



2: Timber Framed Houses

Current Springthorpe house designs are generally a concrete slab footing and brick-veneer construction, and required benching sloping sites. Timber framed construction (stumps, timber floor framing and strip or sheet) will allow the allocation of this typology to gentle and medium sloping sites. In addition, it will allow the construction of dwellings closer to existing trees - an important consideration on the heavily wooded Gresswell Hill Sites.

3: Timber Pole / Steel Framed Houses

Like the timber pole homes during the seventies and eighties, or the steel framed homes of the later decades, sloping coastal settings have witnessed many houses constructed on gentle, medium and steeply sloping sites. This housing typology offers the greatest opportunity for allocation to any number of varying site contours and is therefore will suited to the Gresswell Hill stages of Springthorpe.

3



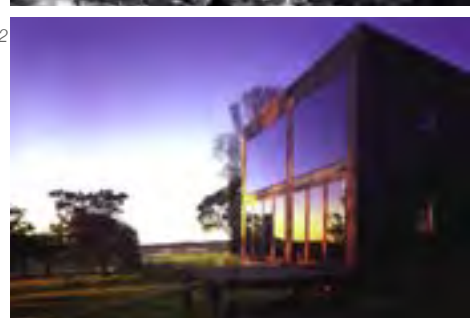
4: Vertical Houses

An alternative design type that is suited to Gresswell Hill topography is the Vertical House concept. With a small building footprint and floor area spread over three floor levels (as opposed to one or two) this typology will suit allotments with a number significant existing trees, and/or sloping sites. If this concept is combined with the Timber Framed or Timber Pole / Steel Framed typologies, this house type will be suited to more Gresswell Hill lots than any other house type. In addition, this housing response offers greater access to the plethora of views offered by the elevation of Gresswell Hill, from the elevated views of Gresswell Forest to the distant Dandenong ranges.

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4

Gresswell Hill Planning Design Principles

1: Siting and Setbacks

Principles

- Orientation and alignment to respond to existing topography, existing vegetation and environmental conditions.
- The development of integrated house types with lots which comply with solar access, privacy, residential amenity objectives, streetscape vistas and existing vegetation overlays.

Controls

- Where possible the preferred minimum building setbacks are as follows.
- Have building frontage and entry readily legible from the street or access place.
- Where a dwelling is located on two frontages (eg. corner allotments), the wider street (road reserve) is to be referred as the major street, unless otherwise noted by the Town Architect.
- Allow for reasonable areas and dimensions for private open space, as specified within statutory documents.

- Lot size < 450m²
 - Front Setbacks 4.5m
 - Side Setbacks 1.0m
 - Rear Setbacks 3.0m
 - Garage Setbacks 5.5m
- Lot size > 450m²
 - Front Setbacks 6.0m
 - Side Setbacks 2.0m
 - Rear Setbacks 3.0m
 - Garage Setbacks 5.5m
- Corner Lots
 - As above, except ...
 - Secondary frontage 3.0m
- Garages
 - Front Setbacks 5.5m
 - Side Setbacks 2.0m (preferred)
 - Zero Setbacks are acceptable (where required)
 - Rear Setbacks 3.0m
- Carports
 - Front Setbacks 3.0m
 - Side Setbacks 2.0m (as per garage)
 - Rear Setbacks 2.0m (as per garage)

2: Building Height

Principles

- Building heights are to reinforce the scale and quality of the streetscape within the precinct.
- Contribute to a desirable urban form.
- Minimise overshadowing of adjoining or adjacent lots.

Controls

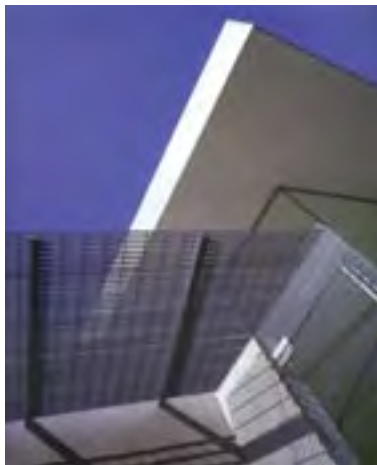
- Provide a maximum of three (3) storeys for 'vertical house typologies' only.
- All other house types to be a maximum of two (2) storeys.
- Maximum height for three (3) storey designs to be 12 metres.
- Note... Darebin Council have agreed to the additional height (relative to current building regulations) for the 'vertical house concept'. Further advice will be issued by the Town Architect regarding the approval process for this issue.
- Maximum height for two (2) storey designs to be 9 metres.
- Flexibility to respond to sloping sites.
- Consider height and scale relative to the surrounding environment.
- Minimise height difference between ground floor levels and natural ground level.



1. Unknown Source
2. Unknown Source
3. Unknown Source
4. Carter-Tucker House Detail \ Sean Godsell
5. The Collins House \ Patrick Tighe
6. 1924 Bungalow \ Cunningham + Keddie



4



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6

3: Building Envelopes

Principles

- Provide a degree of consistency to establish a neighbourhood character, allowing sufficient diversity as secondary principle.
- Building envelopes to be co-ordinated with house allocations to maintain all significant trees, plus any additional trees worthy of retention to maintain the bush character of the area.
- Houses are to read as the dominant form, with built elements such as fences, walls, garages, pergolas being secondary, but integral, to the building.
- Each dwelling design, siting and orientation should compliment, rather than dominate, the immediate bush setting.

Controls

- All existing trees nominated on the Tree Conservation Plan and VPO have a documented Tree Protection Zone (TPZ). No building work may occur within these TPZ's without approval from council.
- Garages can be included within the main building envelope, or separated in response to the Gresswell Hill topography and existing vegetation.
- Garages separated from the main building envelope are encouraged to allow flexibility for allocation.
- Carports to be provided in lieu of garages, where a garage locations sit forward of the building envelope and/or within the front 5.5m setback.

4: Environmentally Sustainable Design

Principles

- Ensure all house designs are designed and constructed to be appealing for a long period of time, plus, withstand local environmental conditions for a long period of time.
- Ensure Ecological Sustainable Development (ESD) principles are incorporated from broad scale master planning down to individual building details.
- Use materials and employ design, which aim to reduce CO₂ emissions.
- Provide northern orientation to living areas and private open space.
- Allow sun access and penetration during winter months.
- Minimise sun access and penetration during summer months.
- Where possible, provide thermal mass internally to capture the winter sun's energy during the day, and radiate warmth during the cold winter nights.
- Minimise water use and water pollution.

Controls

- House designs to achieve a minimum Four (4) Star Rating for energy efficient design, using one of the Government approved rating software.
- Brick veneer construction is not preferred, whilst reverse brick veneer construction, is preferred to add thermal mass internally.

- Other construction techniques and materials providing thermal mass internally are encouraged.
- Provide design options for items such as... rain water tanks; gas-booster solar hot water; photovoltaic panels and inverter connections back into the power grid; grey water re-use, etc. In addition, provide prices for the above in marketing material issued to potential purchasers.
- Other ESD friendly construction such as... the use of recycled building materials; use of plantation softwoods and hardwoods; non-toxic termite protection; installation of highly energy efficient appliances and fixtures... are encouraged.
- Install water saving devices.
- Employ sun-shading devices on north and west elevations, but also other elevations as required. Examples of sun-shading devices include extended roof overhangs, pergolas (with fixed battens or deciduous vines), planting of sun filtering planting, inclusion of fin walls, sun shading screens or shutters, etc.
- Contact authorities and resources such as the Sustainable Energy Authority, Yarra Valley Water, BP Solar, BDP Environmental Design Guide, etc... for methods to inform house designs, regarding good environmental design.

Thermal mass is good for climates with high summer diurnal



Ephraim Island \ Mirvac

5: Privacy

Principles

- Ensure acoustic and visual privacy is maximised.
- Provide private open space adjacent to living areas.
- Provide terraced, deck and paved living areas, both external and internal, that capture views and vistas afforded by particular sites, whilst ensuring privacy from neighbours and the public is maximised.

Controls

- New house designs to provide a clear 'living' zone (internal and external) to at least one side.
- Town Architect to provide a separation of internal and external functions during allocation of houses.
- Locate buildings between adjoining private open spaces.
- Rationalise upper floor window placements to avoid overlooking issues to adjoining and adjacent allotments.
- Use screen planting where the above strategies cannot be achieved.

6: Out Buildings + Other Structures

Principles

- Design all out buildings and other structures to maintain visual character integral to the main house form and design.
- Out buildings and other structures include (but are not limited to) garden sheds, external swimming pool pumps enclosures, fire wood enclosures, clotheslines etc.
- Other structures include (but are not limited to) clothes lines

Controls

- Out buildings and other structures not to be sited in front yards, or be largely visible from public open spaces.
- If these items are visible from public open spaces, they must be predominantly screened from view.
- Enclosures are encouraged to be included within the main house or garage building envelope.
- Gardens sheds and other enclosures to compliment the appearance of the house and be similar in design, appearance, external materials and colours.
- Garden sheds and other enclosures should not exceed 20m² in area or 2.5m in height, if not included within the house building envelope.
- Swimming pools are not permitted within front gardens.

7: Services

Principles

- All services not to be visually dominant.
- Rubbish bins to be stored out of view from street.

Controls

- Services include (but are not limited to) air conditioners (both heating and cooling), solar hot water services, photovoltaic panels, television antennae, satellite dishes, security system boxes, gas and water meters, etc.
- Roof, wall and window mounted air conditioning units visible from the street or public open spaces will not be permitted.
- Split system cooling is preferred over evaporative cooling and will be encouraged; however, if evaporative cooling is selected then it must be concealed from view from the street and public open spaces and be a low profile unit (benchmark = Brivis Contour) with colour to match roof.
- House designs should accommodate the installation of air conditioning units and other services, without them being visually dominant.
- Television antennas and satellite dishes should be concealed from view from the street and public open spaces.
- Provide either suitable vegetation to compliment the landscape character or small discrete enclosures for services.
- All rubbish bins to be stored to the rear of each property or in a location not visible from the street. Small discrete enclosures of sympathetic character to the house may be used where location within rear of the site is not feasible.
- Given the speculative nature of the development, it is encouraged that house and landscape designs allow for the possible introduction of various services, whilst being largely concealed from view.
- Sewerage plumbing including pipes and vents should be concealed within the house not exposed on external walls.
- Storm water gutters and downpipes can be located on external walls.

8: Car Parking

Principles

- Ensure cars and garages do not dominate each street and the overall landscape.

Controls

- Where possible provide a garage with setbacks as previously specified.
- If garages and the specified setbacks cannot be accommodated due to topography and/or existing trees, provide an open carport structure, with setbacks as previously specified.
- Garages - provide minimum of two (2) off-street resident car spaces, plus one (1) off-street visitor car space.
- Carports – as per garages, but the off-street car space is not required if a preferred 5.5m setback cannot be accommodated.
- Refer also to the Building Design Principles section.

Building Design Principles

The aim is to provide innovative contemporary design with a positive contribution to the gardenesque character of Precincts 1, 2 and 3 including the existing historic building fabric, plus the bush characters of the Precinct 4. All dwelling and building designs must avoid pseudo-historic decorative approaches.

This section outlines a range of building components and finishes devised to provide for individual selection whilst ensuring cohesion amongst the precinct buildings.

The Town Architect will consider additional materials and combinations, if compatible with the design intent as outlined within this document.

- 1. Unknown Source
- 2. Glenn Murcutt
- 3. Unknown Source
- 4. Unknown Source
- 5. Gandolfo House, Sean Godsell
- 6. LA Townhouses, Konig Eysonjeng



Gresswell Hill Building Design Principles

1: External Walls

The following wall treatments are acceptable in varying forms and combinations.

- A number of the abovementioned house design typologies call for lightweight cladding.
- Examples of acceptable lightweight cladding include (but are not limited to)... cedar cladding left in natural state to weather to soft grey patina; painted or stained timber cladding; stained plywood cladding such as Ecoply; rendered or painted fibre cement sheeting; etc.
- Fibre cement sheeting is not permitted at ground level, unless approved by the Town Architect during the house design approval process.
- Proportions of cladding and windows (cladding installed vertically or horizontally) to suit house typology, and be consistent on all elevations.
- Reverse brick veneer is preferred over common brick veneer construction, to provide additional internal thermal mass.
- Rendered or face brick / block masonry is acceptable.
- All material colours will be determined

2: External Glazing

- Acceptable window and door frame types include (but are not limited to)... stained or natural cedar, stained or painted hardwood; natural or pre-coloured aluminium frames.
- Where aluminium frames are adopted, the Alcan 400 Series frame is the benchmark. Alternatives will be considered if rectilinear in section and of a substantial size (say 75x35mm minimum).
- Double-glazing or specification of energy efficient glass, such as Pilkington 'ComfortGlass' are encouraged.

3: Roofs

- Roof forms to move away from the predominant traditional hipped of earlier Springthorpe stage house designs.
- Preferred roof styles include (but are not limited to)... mono-pitch, butterfly and saw-tooth lightweight metal deck roofs; flat roofs behind parapets; gabled roofs; etc.
- Attention to detail, form and proportion are important to successful roof designs.
- Gutters should be half-round or quad with tubular downpipes.
- The use of pressed metal fascias is prohibited.
- Entry porches, verandahs and pergolas must be sympathetic to main roof design.
- Eaves are encouraged to facilitate good environmental practice (shading and protection), however, where these are not provided, allow for alternative sun-shading devices.

4: Internal Walls + Floors

- Where possible provide thermal mass to floors and walls, such as concrete slab floors and reverse brick veneer walls.

5: Floors

- The installation of insulation over and above the R-values specified in the relevant building codes is encouraged.
- Higher R-values for walls, floor and ceiling (roof) insulation can significantly reduce winter and summer heating and cooling costs.
- The installation of environmentally friendly insulation products such as recycled polyester, new or recycled wool, natural insulation products (eg. Alphonite seagrass) are encouraged.



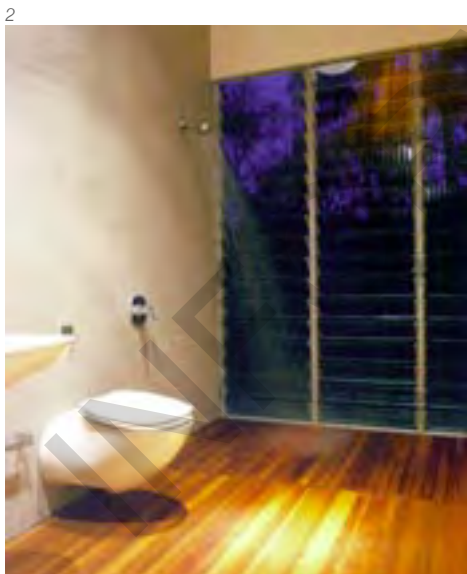
1. Calcotts \ Clinton Morray
2. Miners Cottage Bathroom \ Han Freymadl
3. Pirast House \ Pirast Pacharaswate
4. Bald Knob House \ Stuart Vokes
5. Craig House \ Thom Craig

6: Insulation

- There are significant opportunities to 'connect' the internal and external living spaces.
- Terraces and balconies are encouraged with direct linkages to internal living areas such as family rooms, living rooms, meals areas and bedrooms.
- Terraces and balconies should consider privacy to and from adjoining allotments, for practical and statutory reasons.

7: Terraces + Balconies

- For further information, contact Darebin Council Building Department.



8: Fire Resistant Construction

- Darebin Council are looking to declare Gresswell Hill a "fire-prone area" in the future (timing to be determined).
- All new house designs should include methods of response to the varying categories of 'fire risk' as set out in the Australian Standards.

9: Garages

- Garages are to be designed and constructed to be complimentary to the main house design.
- Garages can be incorporated (attached) into the main house design, or, they can be detached to allow greater flexibility when siting or orientating.
- If detached garages are included within the design, covered links to main house may be provided.
- Proposed covered walkways between detached carports will be assessed on their merits.
- All garages must maintain a minimum front setback of 5.5m.

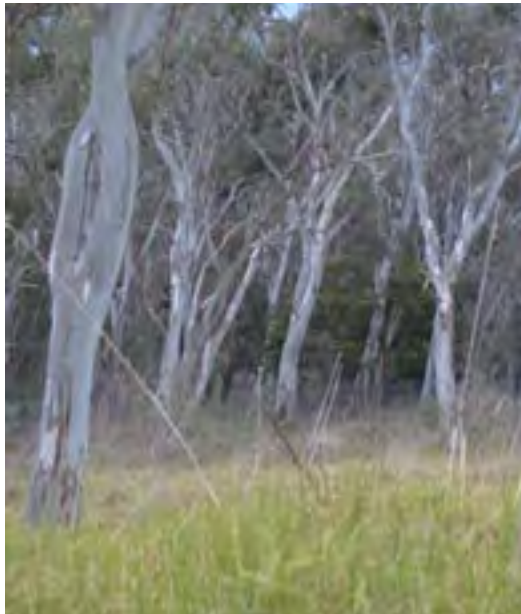


10: Carports

- Carports are deemed acceptable in lieu of garages on Gresswell Hill, where garages are impractical due to the site configuration and changes in level.
- Carport designs are to be complimentary in design and materials
- Front setbacks to carports can be reduced to 3.0m if a transparent tilt-up door, panelift door, or no door is installed.
- If a solid tilt-up or panelift door is installed, the carport must maintain a minimum 5.5m setback.
- Acceptable transparent carport doors are stained timber battens (vertical or horizontal), natural anodised aluminium battens, and aluminium grating such as the Highlight proprietary product, or polycarbonates.
- Carport designs (including roofs) must compliment the main dwelling and roof design.
- Proposed covered walkways between detached carports will be assessed on their merits.



Landscape Design Principles



Site Photo

Landscaping is considered to be a significant ingredient in reinterpreting the 'garden' community of Precincts 1, 2 and 3, and the 'bush landscape' of Precinct 4. In addition, it is an important component in the creation of a point of difference from other housing estates.

Gresswell Hill and the surrounding areas retain intact open forests with a dominant overstorey consisting of primarily of mature and semi-mature River Red Gums (*Eucalyptus camaldulensis*), Swamp Gum (*Eucalyptus ovata*) and Yellow Box (*Eucalyptus melliodora*). Some middle storey trees also occur in Blackwood (*Acacia melanoxylon*), Lightwood (*Acacia implexa*) and Golden Wattle (*Acacia pycnantha*). All of the vegetation has been described as 'highly disturbed' in conservation terms, but the trees provide a good natural landscape character. It is envisaged that this character combined with hilly topography shall form the basis for the character of the Gresswell Hill residential development.

There are isolated patches of remnant mat rush (*Lomandra nana*), which are also highly disturbed, but are of high botanical value. The harvesting and propagation of this plant is encouraged.



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Gresswell Hill Landscape Design Principles

Gresswell Hill landscapes are to be developed with the following aims.

- To establish a diversity of landscape settings which enhance and compliment the housing and other building developments.
- To establish landscape setting that are overall complimentary to the existing landscape treatment.
- To establish landscape settings which are reinforce the public landscape theme.
- To establish benchmarks of quality and performance.
- To create an environment that is integrated with the existing site.
- To create an environment that is integrated with the proposed built form.
- To create a landscape theme that is strong in its conceptual development and embodies permanence and quality.
- To create a seamless boundary between public and private landscapes.
- To create a residential landscape that are inviting to visitors and residents alike, and are not dominated by cars and/or garages.
- Reduce the visual impact of infrastructure, roads, kerbing, etc.

1: Trees (Existing and New)

With respect to existing trees and vegetation...

- All Ranked '1' trees are to be retained.
- At least 70% of all Ranked '2' trees are to be retained (as nominated by the Town Architect).
- Opportunities for retention of all non-ranked River Red Gums, Swamp Gums, Yellow Boxes, Blackwoods, Lightwoods and Golden Wattles must be exercised (to the discretion of the Town Architect) before removal.
- Where one of the abovementioned species is to be removed, an advanced replacement tree or shrub (minimum height of 2.0 metres) of the same species is to be planted on the same lot.
- Refer also to Appendix

With respect to new trees and vegetation...

- All new trees, shrubs and vegetation must reflect or be complimentary to the existing bush setting and vegetation.
- The majority of plant and vegetation species introduced to a site must be from "Appendix 3 – Indigenous Species Planting Theme Schedule".
- All paving, retaining walls and other hard landscape elements must reflect or be complimentary to the existing bush setting and vegetation.
- New trees and planting should be species that respond well to the local climate of Gresswell Hill, and require less watering.
- Exotic or deciduous plants or trees should be limited to non-visible garden areas.
- No species of tree, shrubs or plants from "Appendix 4 – Weed / Pest Plant Species" shall be planted on or near each Gresswell Hill lot.

1. UNSW \ James Grose + Nicola Bradley
2. Breuer-Robeck House Entry \ Marcel Breuer
3. Unknown Source



2: Frontages

Residential front gardens and landscapes shall:

- Reinforce the 'bush setting' that currently existing for the Gresswell Hill precinct.
- Reinforce the proposed themes established for the public landscape.
- Provide strong garden settings that are attractive and welcoming.
- Reinforce the individual architectural forms.
- Functionally reinforce the individual architectural form through logical placement of pavements, garden beds and other hard and soft landscaping elements.
- Reduce the scale of housing insertions by judicious planting of trees and large shrubs.
- Materials and forms shall be complimentary with those chosen for the public landscape with no unnecessary adornment.
- Garden beds are to occupy a large portion of the front garden.
- The insertion of advanced trees is encouraged.
- Low maintenance ground covers between planting are encouraged.

3: Front Boundary Fences

- No fences shall be constructed along the front or street boundary, or within a 3.0m zone from the front boundary, to 'blur' the boundary between public and private open space.
- Retaining walls or courtyard defining walls are acceptable in the zone between the front 3.0m setback and the front of the dwelling, but must be complimentary in material finish and design to the main house and a maximum height of 1500mm.
- No side fences are to occur with the front garden (refer Side Fence section below).

4: Side Courtyards and Gardens

Side courtyards and gardens shall:

- Maximise usability of north facing outdoor living through hard and soft landscaped spaces, if appropriate to the residence and orientation.
- Develop through paving and planting a level of visual detail and interest appropriate to a seating area.
- Screen planting should be used along adjoining lot boundaries.
- Shade trees, shrubs, vines and pergolas should be integrated into the design of the courtyard and garden spaces.
- Bins and drying areas to be located in the least visible position from the street. If site has two street frontages (i.e. corner lot) then locate away from both streets or provide timber batten screens and/or screen planting to conceal from view.

5: Side Boundary Fences

- Unless otherwise specified for a particular treatment, side fences are to be a maximum 1800mm height and constructed of material(s) to compliment the main dwelling design.
- Side fences to be... vertical or horizontal timber batten (stain or paint finish); timber paling (stain or paint finish); natural reed; Colorbond MiniORB (or similar) with timber posts and capping; natural stacked stone; or, bricks and/or blockwork (with or without render finish). Each can be installed individually or as a combination.

6. Rear Yards

Rear yards and gardens shall:

- Maximise usability of outdoor living spaces through hard and soft landscaping.
- Provide seating areas to best capture views, sun and/or shade.
- Establish strong landscape themes to order functional requirements.
- Establish gardens that respond to internal house planning including views and doorways.
- Provide linking paths to high traffic areas.
- Screen planting should be used along adjoining lot boundaries.
- Shade trees, shrubs, vines and pergolas should be integrated into the design of the courtyard and garden spaces.

7: Rear Boundary Fences

- As per Side Fences.

8: Additional Fences

- Additional fences are acceptable from a minimum 1200mm setback from the front corner of each dwelling, and are to be designed and constructed to compliment the main dwelling design, materials and colours.
- Fences not in accordance with this clause are not permitted.
- Height to be a maximum of 1800mm.

9: Public Open Space Interfaces (Dual Frontages)

Special landscape treatments to the rear or secondary frontage of 'dual frontage' lots are required to many Gresswell hill allotments. These include house backing onto the central Gresswell Hill area, Gresswell Hill Forest, Grasslands and Strathallan Golf Course.

- The Public Open Space Interface boundary fence is to be determined by the Town Architect and Urban Pacific. This fencing will most likely be a transparent black PVC coated wire mesh, with privacy (if desired) to be offered by screening planting.
- All structures are to be constructed a minimum of 3000mm from the dual

frontage boundary. This includes sheds, garages, carports, decks, pergolas, additional fences and other structures.

- Locate living areas on the side of the house facing the open space, with utility rooms such as bathrooms and laundries on a non-visible side or internal court.
- Service items such as clothes lines, garden sheds, compost bin, rubbish bins, wood store, external heating and cooling units, hot water units, etc. are to be located to non-visible internal courtyard spaces, and use screen fences and planting to screen from view.
- Car parking and open carport structures must be screened from view from the interface boundaries with screen planting and fences.
- Semi-private gardens and courtyards are to be located adjacent to interface boundaries, with private gardens and courtyards located within internal courtyards or a minimum of 3000mm distance from the interface boundary.
- Side fences can extend to rear boundary.
- Lockable gates of same design to fence are acceptable to rear boundary.

10: Landscape Materials

Wide ranges of materials are available for use in domestic landscaping, but to promote a cohesive and consistent landscape design, grasses, ground covers, soils, mulches, trees, pavers, rocks, etc should be carefully selected to strengthen the Gresswell Hill 'bush setting'.

11: Driveways + Paving

- Continue in material colour and form the proposed public driveway concrete finish as the base material for residential driveways and entry paths, with complimentary secondary surfaces and edging.
- Driveways widths to be a minimum of 3000mm.
- Long driveways (over 6000mm) are to be single car driveways, whilst shorter driveways (under 6000mm) are accommodate two cars side-by-side.

12: Letterboxes

- Letterbox design must reflect the main residence character and design, and must be one of the approved Gresswell Hill letterbox designs.
- All letterboxed are to be located for convenient access by residents and Australian Post employees.

13: Outdoor Lighting

- The use of garden lighting is strongly encouraged.
- The following are acceptable forms of garden lighting... in-ground lighting for mature and significant trees, pathway or driveway small bollard lighting.

14. Levels (Cut + Fill)

- Given the ESD aim of the Gresswell Hill design response, all sites must adopt "an equal cut and fill" policy.
- Soil is not to be removed from, or added to, a site unless approved by the Town Architect or Urban Pacific.
- The aim of all residential development on Gresswell Hill is to minimise the impact of all associated development including dwellings, garages, gardens, decks, landscaping, etc. All designs must consider this position.

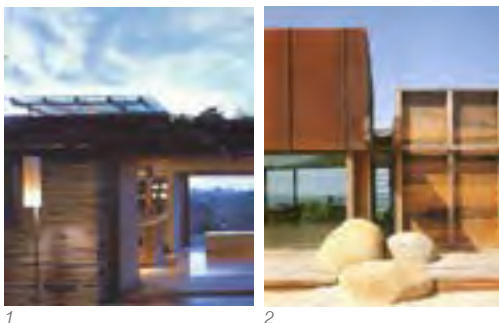
15: Public + Private Open Space

The design treatments for all landscape elements shall:

- Promote the health and life span of all proposed and retained trees and vegetation.
- Landscape design to have minimal impact on levels within the TPZ of existing tress.
- Proposed surface treatments shall be porous around the base of proposed and existing trees to ensure adequate water intake.
- Trees to have adequate protection from vehicles in areas adjacent to car parking, roads and driveways.

Be complimentary and supportive of the existing indigenous and native environments.

The Palettes



The following sheets show the preferred indicative palette ranges for the listed material and surface treatments. The Town Architect will consider additional materials and combinations, if compatible with the design intent as outlined within this document.

All materials will be considered if durable, are available in a natural and/or finished state, and suit the residential development for Gresswell Hill as described within this document.

Preference will be given to materials that 'soften' and 'blend' in to the bush landscape over time. Materials such as - unfinished cedar that is allowed to 'weather' to a soft grey patina, natural stone that seemingly grows from the earth below it, or natural cement render are examples of materials that link well with the bush setting. However, dressed cedar with a clear or stain finish, face block and brickwork, or coloured acrylic renders are also acceptable. It is expected a combination of materials and palettes will be applied to Gresswell Hill in an endeavour to ensure variety for the purchaser, but more importantly, the architecture sits comfortably within the bush setting. Further, materials and palettes from early stages can be applied to Gresswell Hill.

Materials are encouraged to extend from external surfaces to interiors or vice-versa, this increases the relationship between internal and external environments.

Residents and visitors should experience Gresswell Hill. Resident and visitors to Gresswell Hill should experience the unique setting from internal to external spaces.

It is anticipated this palette will be developed during the establishment of this precinct.

- Painted Surfaces
- Stained Surfaces
- Timber Cladding
- Lightweight Cladding
- Rendered Surfaces
- Face Brickwork and Blockwork
- Recycled Timber
- Garage Doors Finishes
- Door and Window Frame Finishes
- Roof Finishes
- Powdercoat Surfaces

- 1. C House \ Donovan Hill Architects
- 2. St. Andrews Beach House \ Katsamois Architects
- 3. Unknown Source
- 4. Gulfield House \ Wood Marsh
- 5. Enniskerry House \ FILL Architects
- 6. Beach House \ Nik Karalis
- 7. Enniskerry House \ Paul Kelly
- 8. Bernagull House \ Cox Architects



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Appendix 1 Design Approval Checklist

To be finalised + inserted into
the final issue

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Appendix 2 Body Corporate Charter

To be finalised + inserted into
the final issue

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Appendix 3 Indigenous Species Planting Theme Schedule

Indigenous Species Planting Theme Schedule

The following List of indigenous trees and shrubs suitable for planting in 'natural groupings', was taken from "Mont Park Development Plan: Landscape Master Plan Report: January 2000".

Trees

Acacia dealbata	Silver Wattle
Acacia implexa	Lightwood
Acacia mearnsii	Black Wattle
Acacia melanoxylon	Blackwood
Acacia pycnantha	Golden Wattle
Allocasuarina littoralis	Black Sheoak
Allocasuarina verticillata	Drooping Sheoak
Bursaria spinosa var. macrophyllia	Sweet Bursaria
Bursaria spinosa var. spinosa	Sweet Bursaria
Eucalyptus blakelyi	Blakely's Red Gum
Eucalyptus camaldulensis	River Red gum
Eucalyptus gonicalyx	Long-leaved Box
Eucalyptus leucoxylon ssp. connata	Yellow Gum
Eucalyptus macrorhyncha	Red Stringybark
Eucalyptus melliodora	Yellow Box
Eucalyptus notonii	Large-leaved Box
Eucalyptus ovata	Swamp Gum
Eucalyptuspolyanthemos	Red Box
Eucalyptus raditata	Narrow-leaf Peppermint
Eucalyptus rubida	Candlebark Gum
Eucalyptus studylyensis	River Red Gum x Swamp Gum hybrid
Eucalyptus viminalis	Manna Gum
Eucalyptus yarraensis	Yarra Gum
Exocarpos cupressiformis	Cherry Ballart
Melaleuca ericifolia	Swamp Paperbark



Large to Medium Height Shrubs

Acacia acinacea	Gold Dust Wattle
Acacia genistifolia	Spreading Wattle
Acacia verticillata	Prickly Moses
Callistemon siberi	River Bottlebrush
Cassinia aculeata	Common Cassinia
Cassinia arcuata	Drooping Cassinia
Cassinia longifolia	Shiny Cassinia
Correa glabra	Rock Correa
Coprosma quadrifida	Prickly Currant Bush
Daviesia leptophylla	Narrow-leaf Bitterpea
Dodonea viscosa ssp. spatulata	Wedge-leaf Hop Brush
Dillwynia cinerascens	Grey-parrot Pea
Goodenia ovata	Hop Goodenia
Gynatrix pulchella	Hemp Bush
Hymenanthra dentata	Tree Violet
Hakea decurrens (syn. Sericea)	Bushy Needlewood
Kunzea ericoides	Burgan
Leptospermum continentale	Prickly Tea-tree
Leptospermum lanigerum	Wooly Tea-tree
Melaleuca ericifolia	Swamp Paperbark
Myoporum viscosum	Sticky Boobialla
Oleria lirata	Snowy Daisy Bush
Ozothamnus ferrugineus	Tree Everlasting
Ozothamnus obcordatus	Grey Everlasting
Pomaderris aspera	Hazel Pomaderris
Pomaderris prunifolia	Plum-leaf Pomaderris
Prostanthera lasianthos	Victorian Christmas Bush
Rapanea howittiana	Muttonwood

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Small Shrubs

Atriplex semibaccata	Creeping Saltbush
Austrostipa elegantissima	Feather Spear-grass
Austrostipa rudis	Veined Spear-grass
Brachymore multifida	Cut-leaf Daisy
Carex appressa	Tall Sedge
Carex fascicularis	Tassel Sedge
Carex tereticaulis	Common Sedge
Correa reflexa	Common Correa
Dianella longifolia	Pale Flax-lily
Dianella revoluta var. revoluta	Black-anther Flax-lily
Dillwynia cinerascens	Grey Parrot-pea
Epacris impressa	Common Heath
Gahnia radula	Thatch Saw-sedge
Helichrysum scoriodes	Button Everlasting
Joycea pallida	Silvertop Wallaby Grass
Lepidosperma laterale	Variable Sword-sedge
Leucopogon virgatus	Common Beard-heath
Lomandra filiformis	Wattle Mat-rush
Lomandra longifolia	Long-leaf Mat-rush
Pimelea humilis	Common Rice-flower
Platylobium obtusangulum	Common Tussock-grass
Pultenea gunnii	Golden Bush-pea
Poa ensiformis	Sword Tussock-grass
Poa labillardieri	Common Tussock-grass
Poa sieberiana	Grey Tussock-grass
Rubus parvifolius	Small-leaf Bramble
Thermeda triandra	Kangaroo Grass

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Appendix 4 Weed/ Pest Plant Species



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Weed/ Pest Plant Species

The following list of weed / pest plant species was provided by Tree logic, Urban Pacific's consulting arborist. These trees, shrubs or plants must not be planted at Springthorpe. If one of the following species is identified on a particular lot, The Owner must remove it.

Acacia baileyana	Cootamundra Wattle
Acacia decurrens	Early Black Wattle
Acacia elata	Cedar Wattle
Acacia longifolia	Sallow Wattle
Acacia sophorae	Coast Wattle
Acer pseudoplatanus	Sycamore Maple
Chrysanthemoides monilifera spp. m.	Boneseed
Coprosma repens	New Zealand Mirror Bush
Coprosma robusta	Karamu
Cotoneaster divariacte	Cotoneaster
Cotoneaster glaucophyllus	Cotoneaster
Cotoneaster pannosus	Cotoneaster
Crataegus monogyna	Hawthorn
Cytisus multiflorus	White Spanish Broom
Cytisus palmenis	Tree Lucerne
Erica arborea	Tree Heath
Fraxinus rotundifolia spp. rotundifolia	Desert Ash
Hakea salicifolia	Willow-leaved Hakea
Hakea suaveolens	Sweet Hakea
Ilex aquafolium	Holly
Leptospermum Laevigatum	Coast Tea-tree
Leycesteria formosa	Himalayan Honeysuckle
Lycium ferocissimum	African Box-thorn
Melaleuca armillaris	Giant Honey-Myrtle
Paraserianthes lophantha	Cluster Pine
Pinus radiata	Monterey Pine
Pittosporum undulatum	Sweet Pittosporum
Prunus cerasifera	Cherry-plum
Prunus laurocerasus	Cherry Laurel
Psoralea pinnata	Blue Psoralea
Pyracantha augustifolia	Orange Firethorn
Pyracantha crenulate	Nepal Firethorn
Rhamnus alaternus	Italian Buckthorn
Rosa rubiginosa	Sweet Briar
Rubus cissburiensis	Blackberry
Rubus discolour	Blackberry
Rubus polyanthemus	Blackberry
Rubus rosaceus	Blackberry
Rubus ulmifolius	Blackberry
Rubus vestitus	Blackberry
Salix cinerea	Grey Sallow
Salix x rubens	Crack Willow
Ulex euroaeus	Gorse

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Appendix 5 Drawings

The following house design drawings are conceptual in nature, and intended to represent potential housing designs and design responses to Gresswell Hill.

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Gresswell Hill Proposed Housing / Design Guideline Studies

01 Existing Significant Site Vegetation



Scale 1:2000

1:50,000

1:100,000

Site: 100-100 Pipers Lane, Markham, Ontario
 Tel: (905) 477-1000 Fax: (905) 477-1001
 Email: info@coxinc.com

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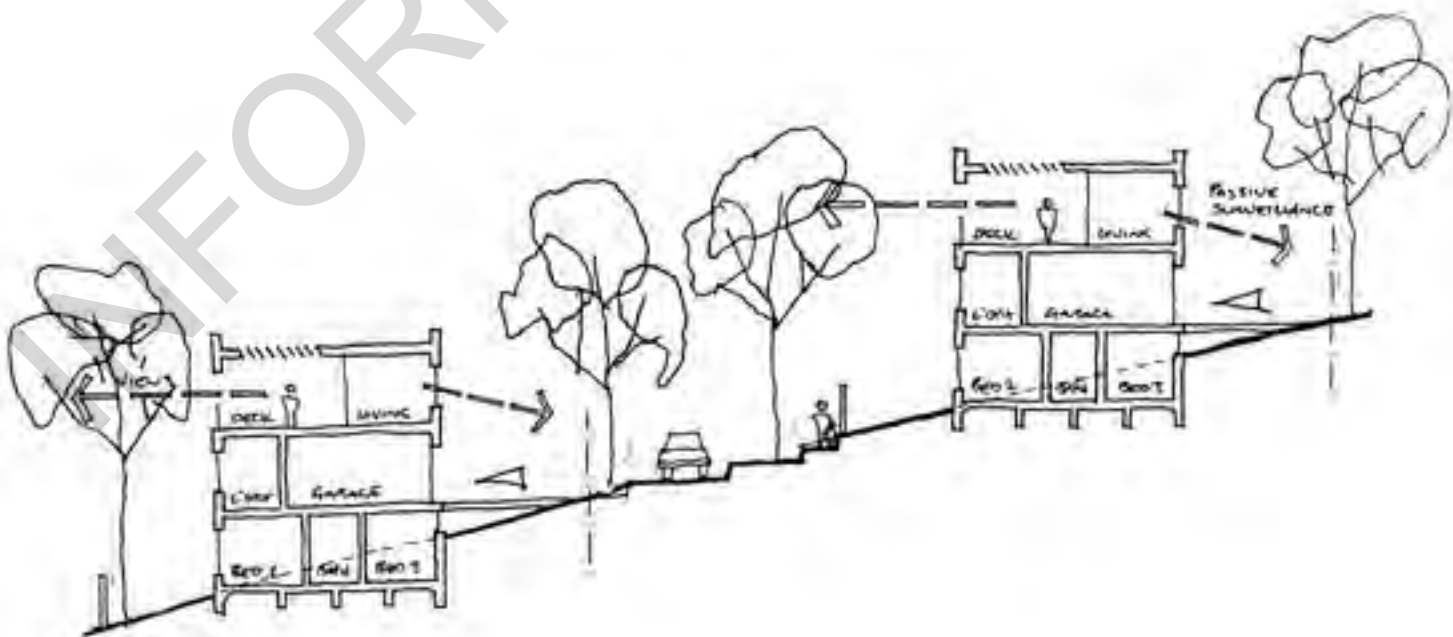
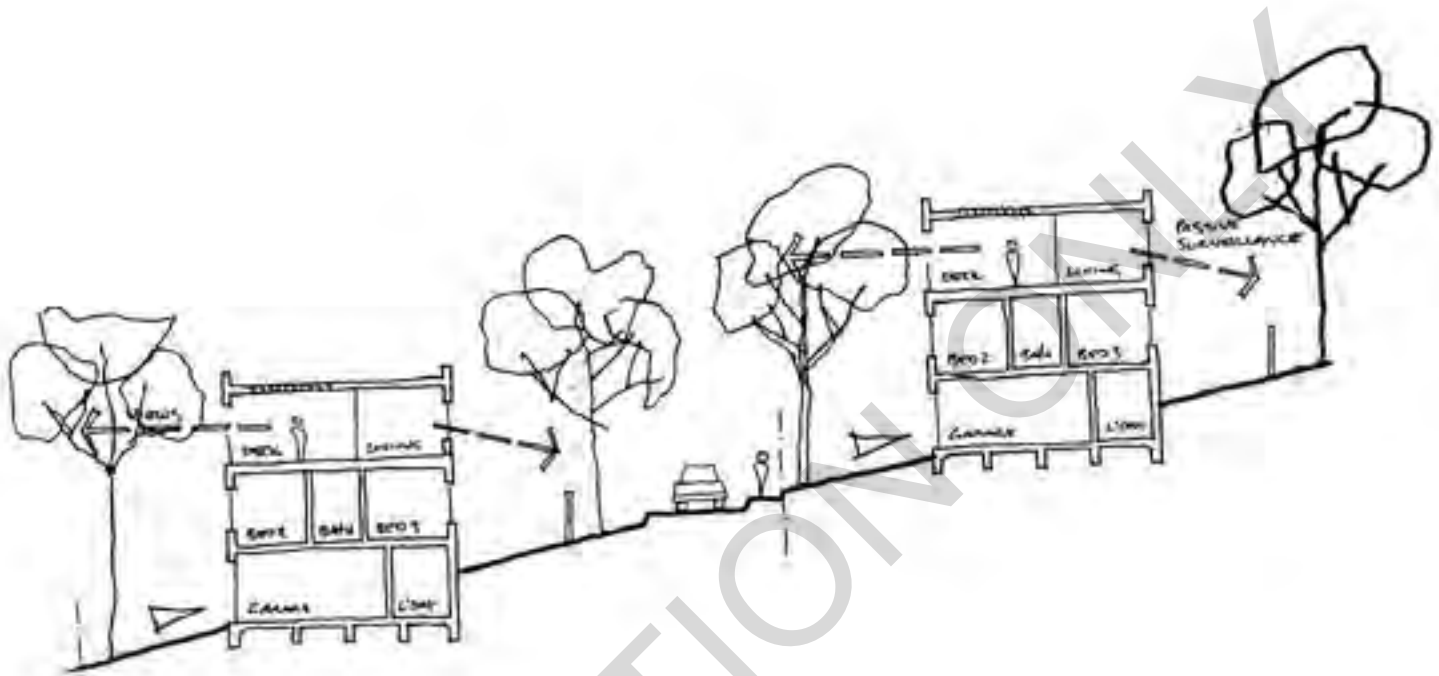
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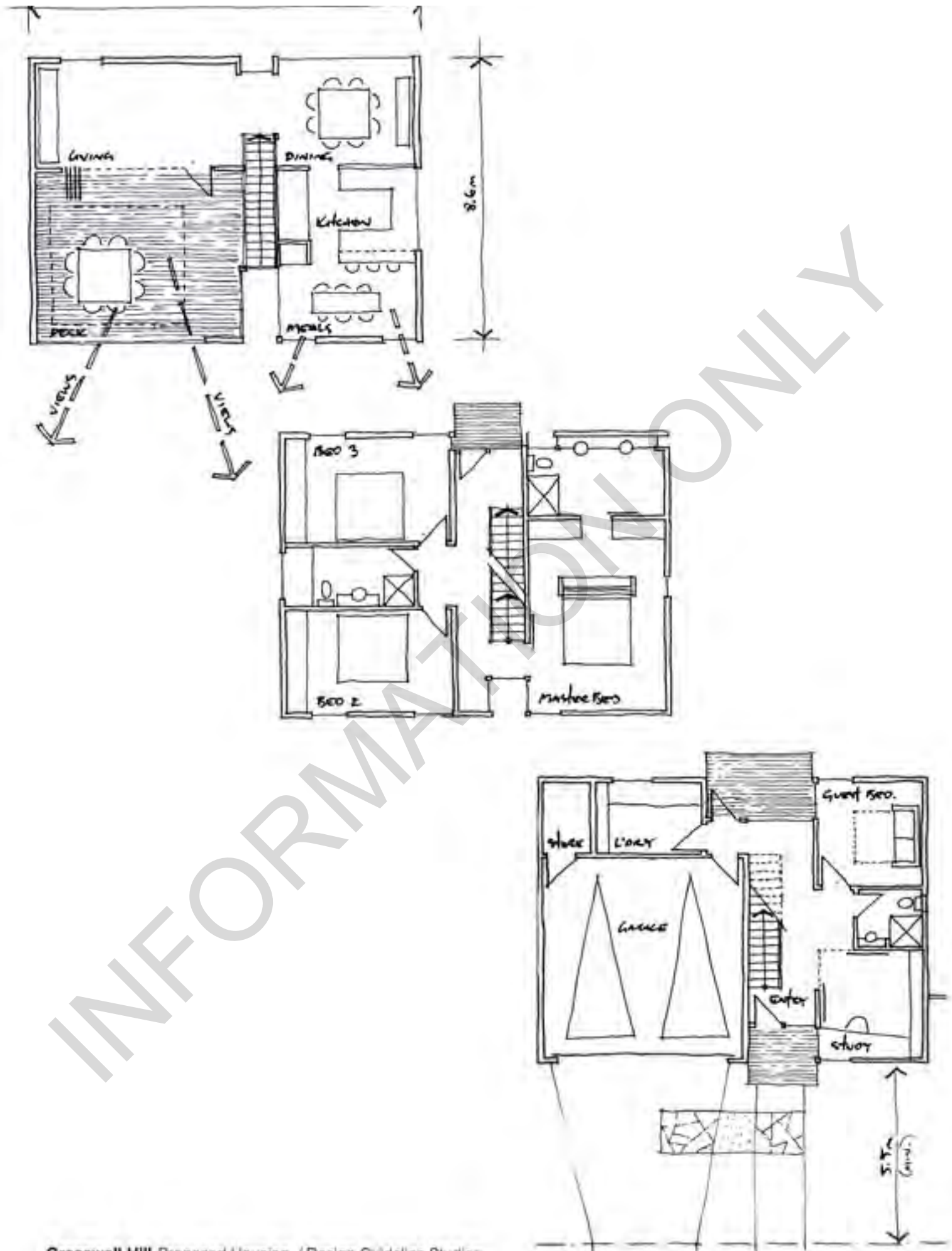


Gresswell Hill Proposed Housing / Design Guideline Studies

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Gresswell Hill Proposed Housing / Design Guideline Studies

04 Vertical House - Type 1 - Floor Plans

Scale: 1:100
8/12

14/08/2016

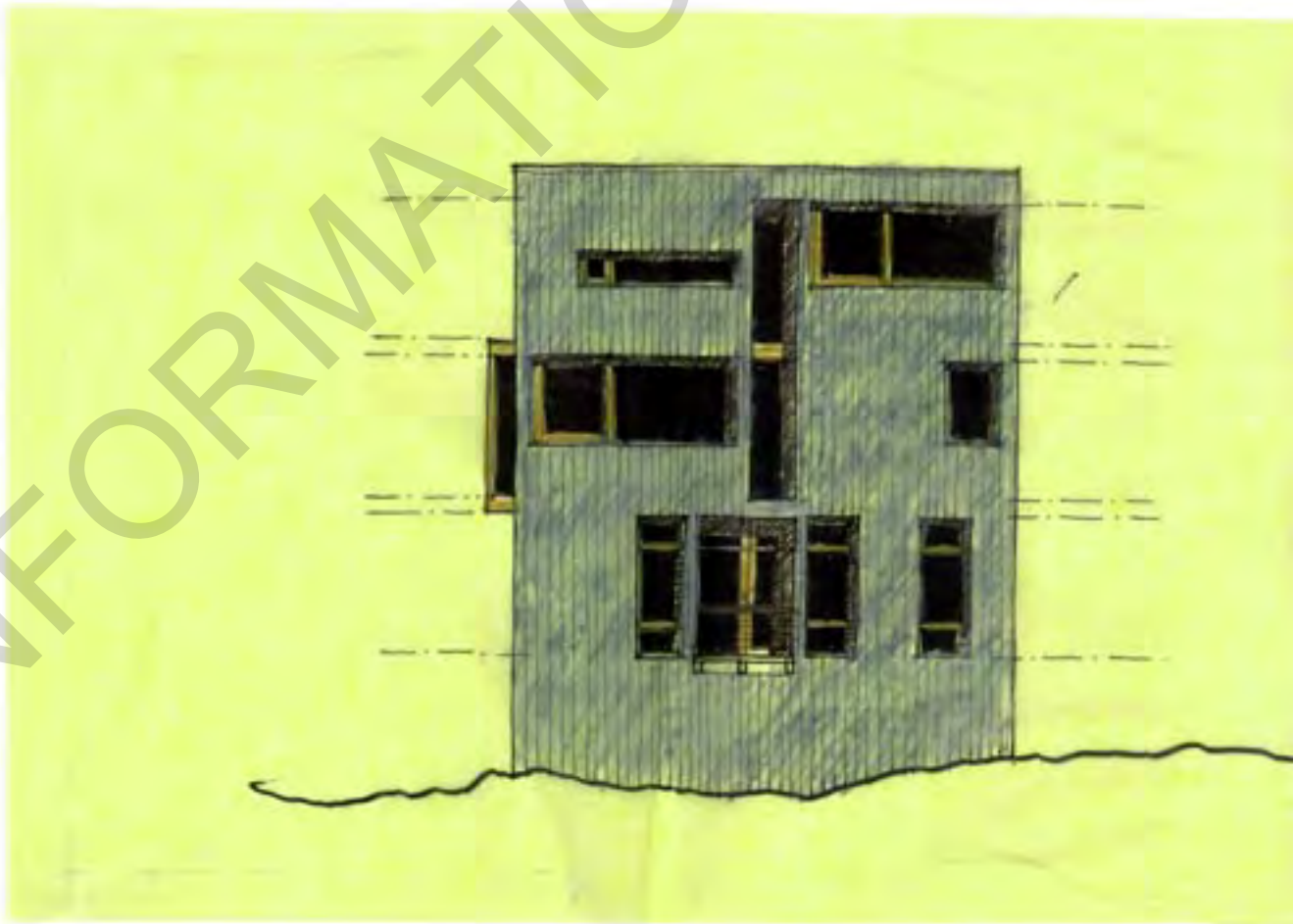
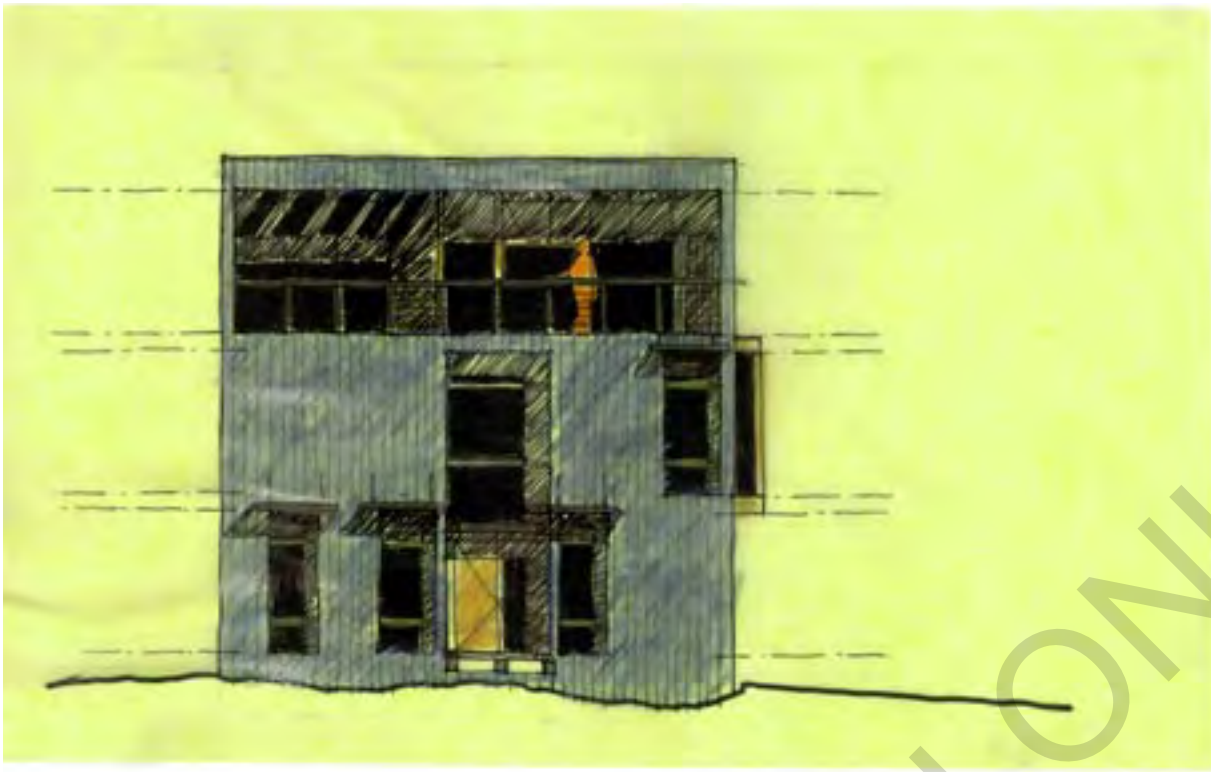
A. Thompson

See Appendix and Plans
 Level 1: 101-102 (Private Land) - 103 (Public Land)
 Tel: 01892 25551 Fax: 01892 21471
 Email: info@cox.co.uk

18/10/2016

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Gresswell Hill Proposed Housing / Design Guideline Studies

05 Vertical House - Type 1... Typical Elevations



Scale 1:100
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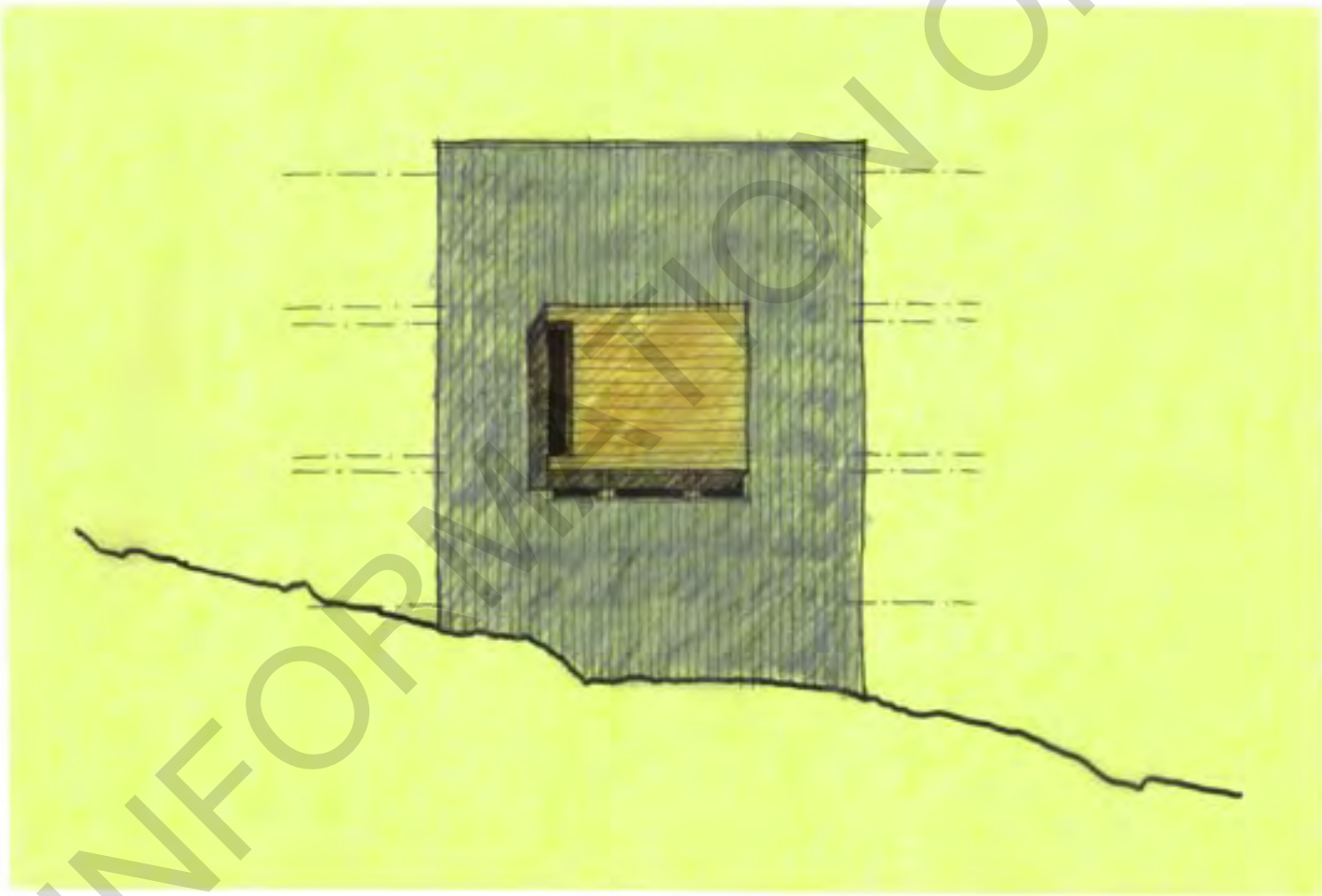
K. J. O'Brien/PLAID

Cox Architects and Planners
Level 5, 107-108 Ponders Lane, Melbourne 3000 Australia
Tel: 03 9650 3266 Fax: 03 9650 2747
Email: info@melbourne.cox.com.au

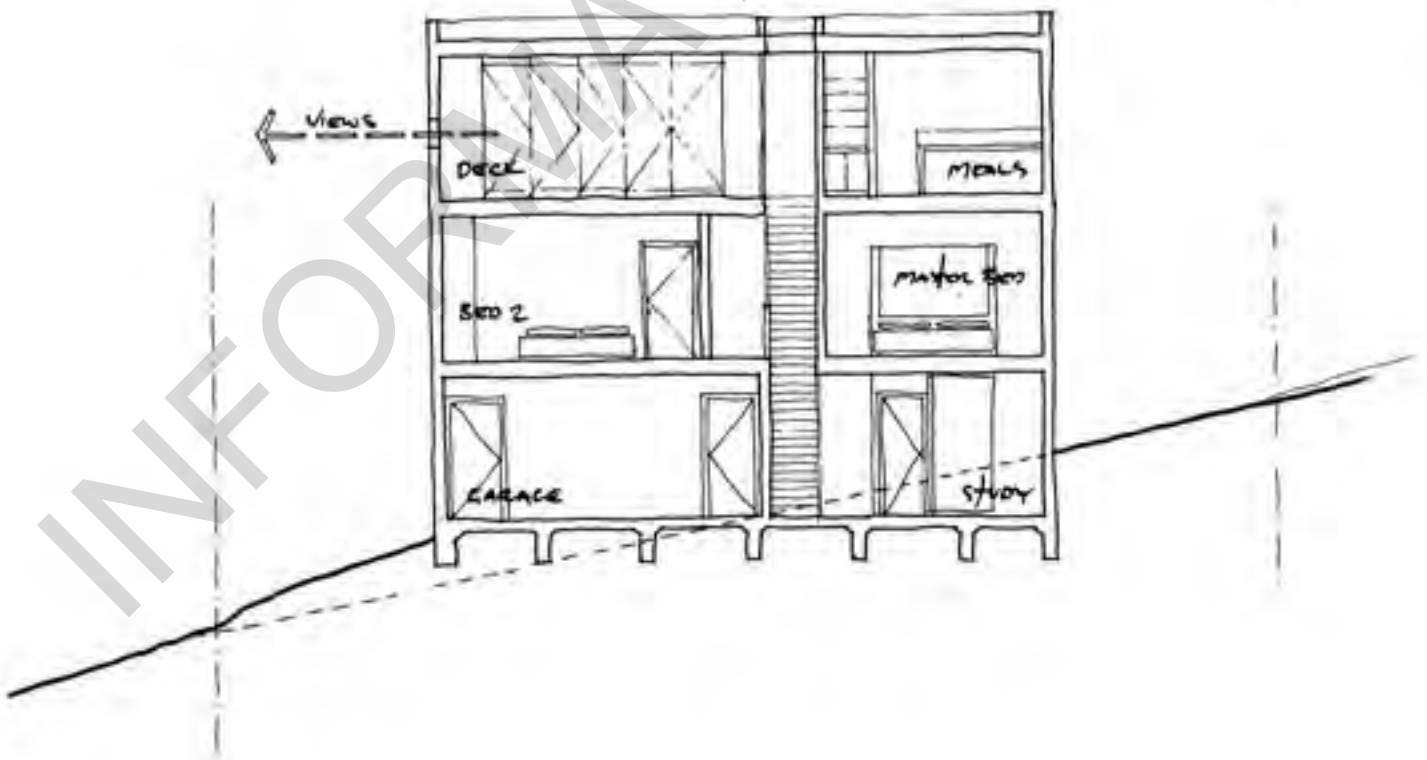
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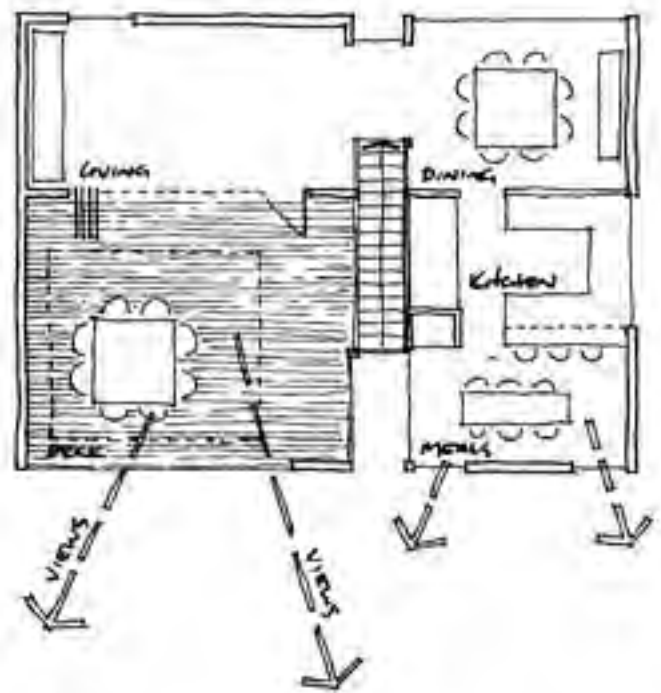
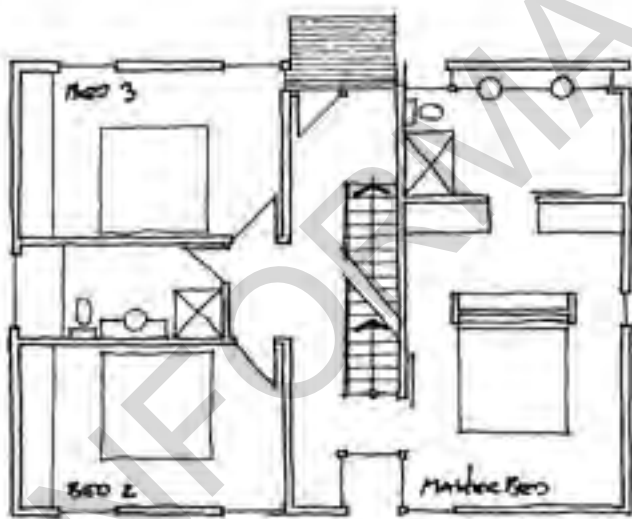
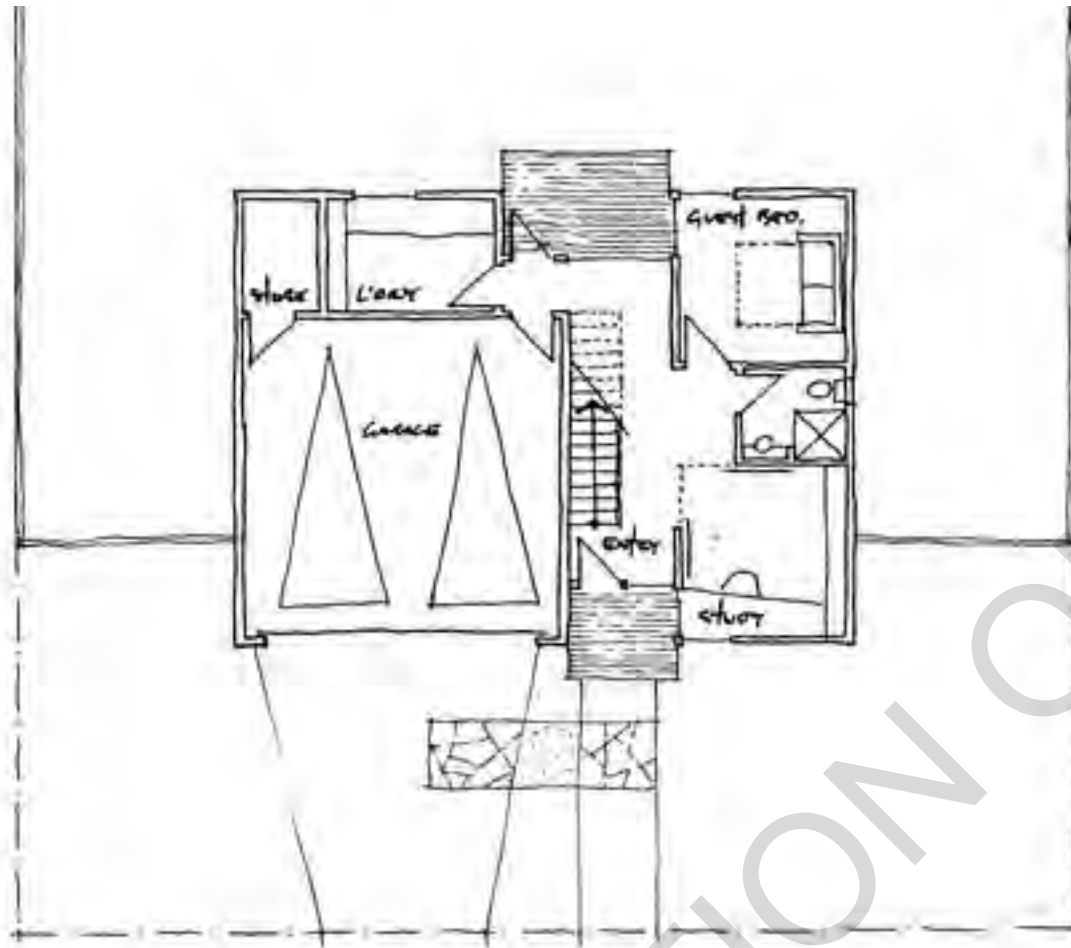


Gresswell Hill Proposed Housing / Design Guideline Studies

07 Vertical House - Type 1 / Typical Sections

Scale 1:100 8-A3	28.09.2016	Architectural	Cox Architectural Services Unit 3, 101-103 Parkside Lane, Huddersfield, HD1 1TA Tel: 01484 25001 Fax: 01484 27411 Email: info@coxarchitectural.co.uk

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08 Vineyard House - Type 2, Floor Plans



Scale 1:500
10m

1:500

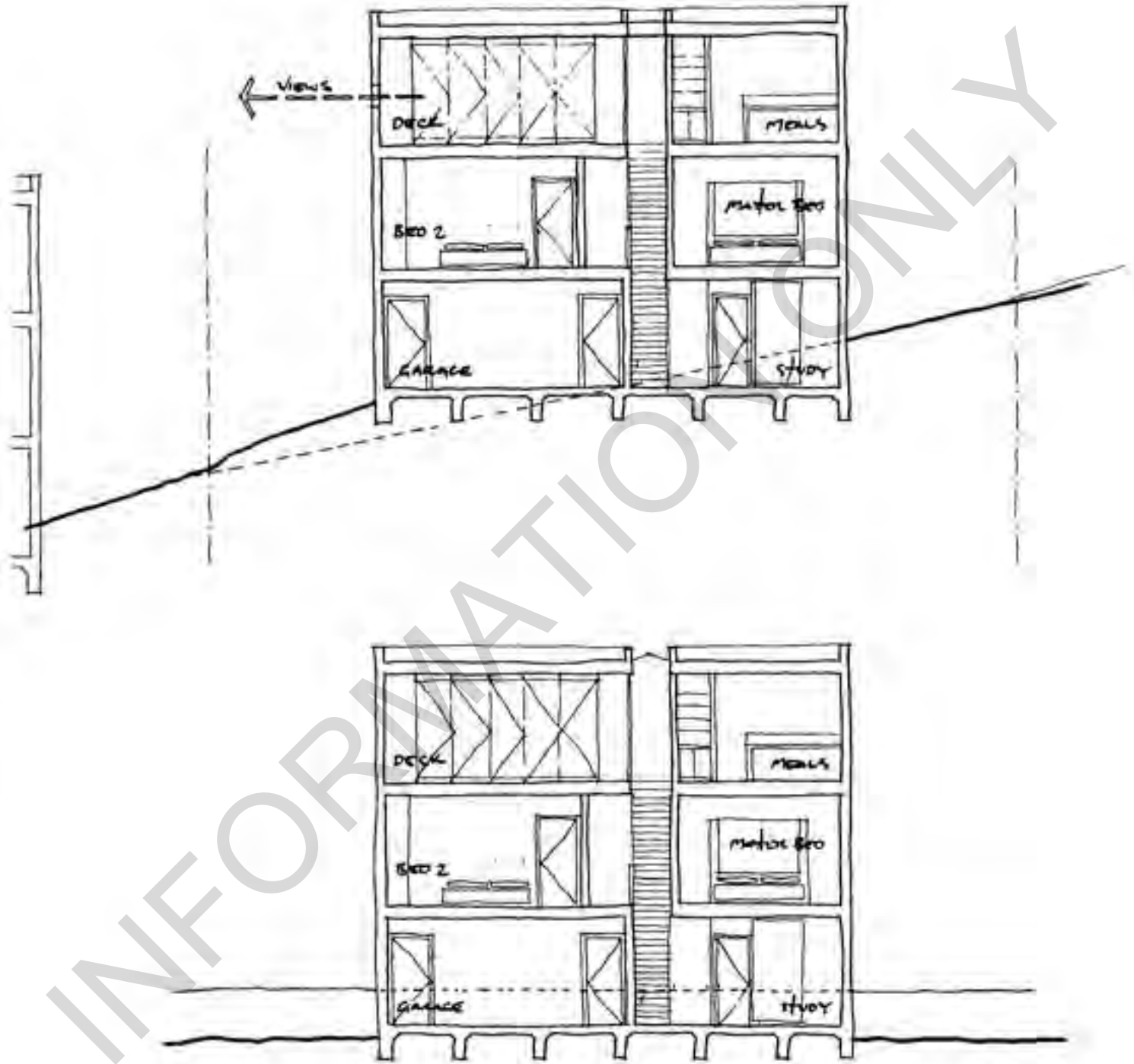
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For Further Information:
Visit 0115 123 1234 or Email 0115 123 1234
0115 123 1234, Fax 0115 123 1234
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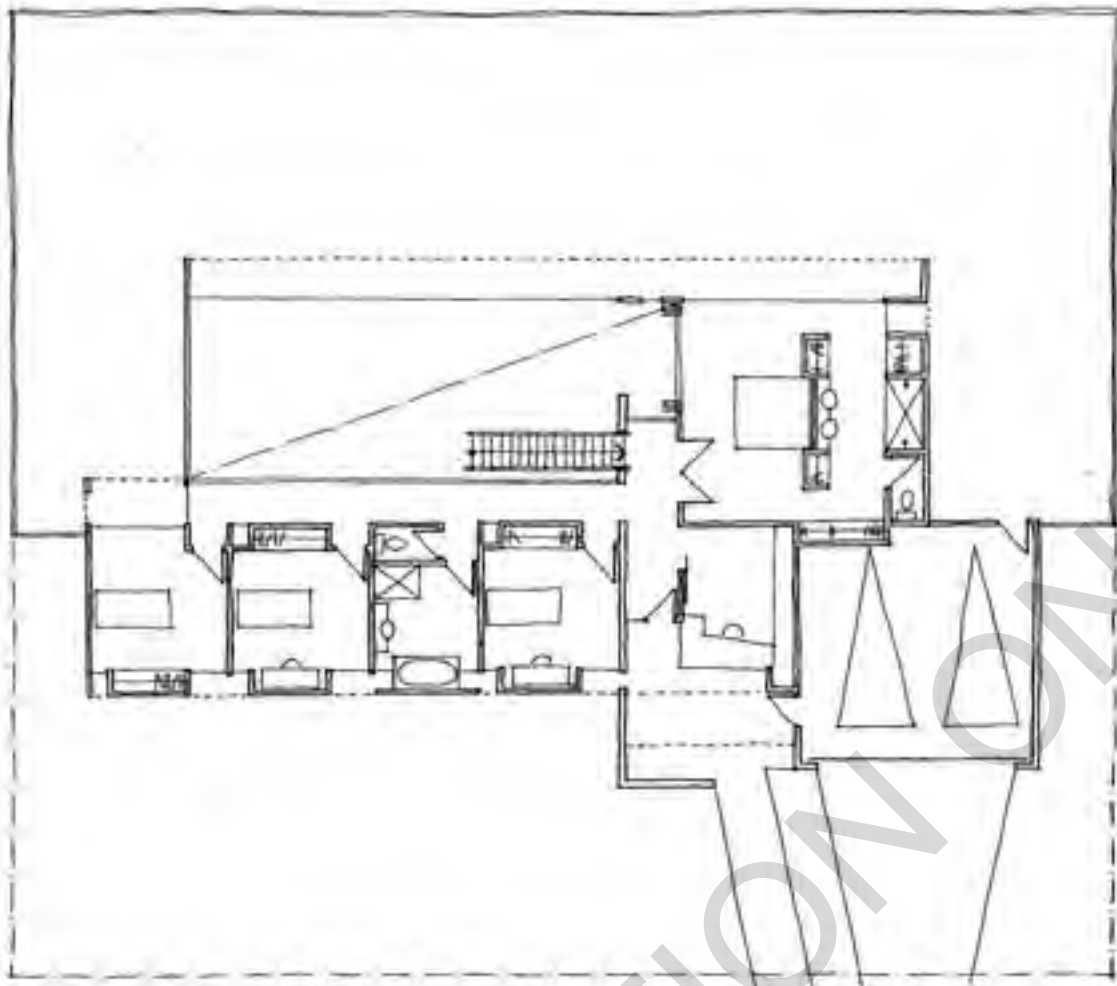
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10 Timber Pole/Steel Framed House - Floor Plans

see below

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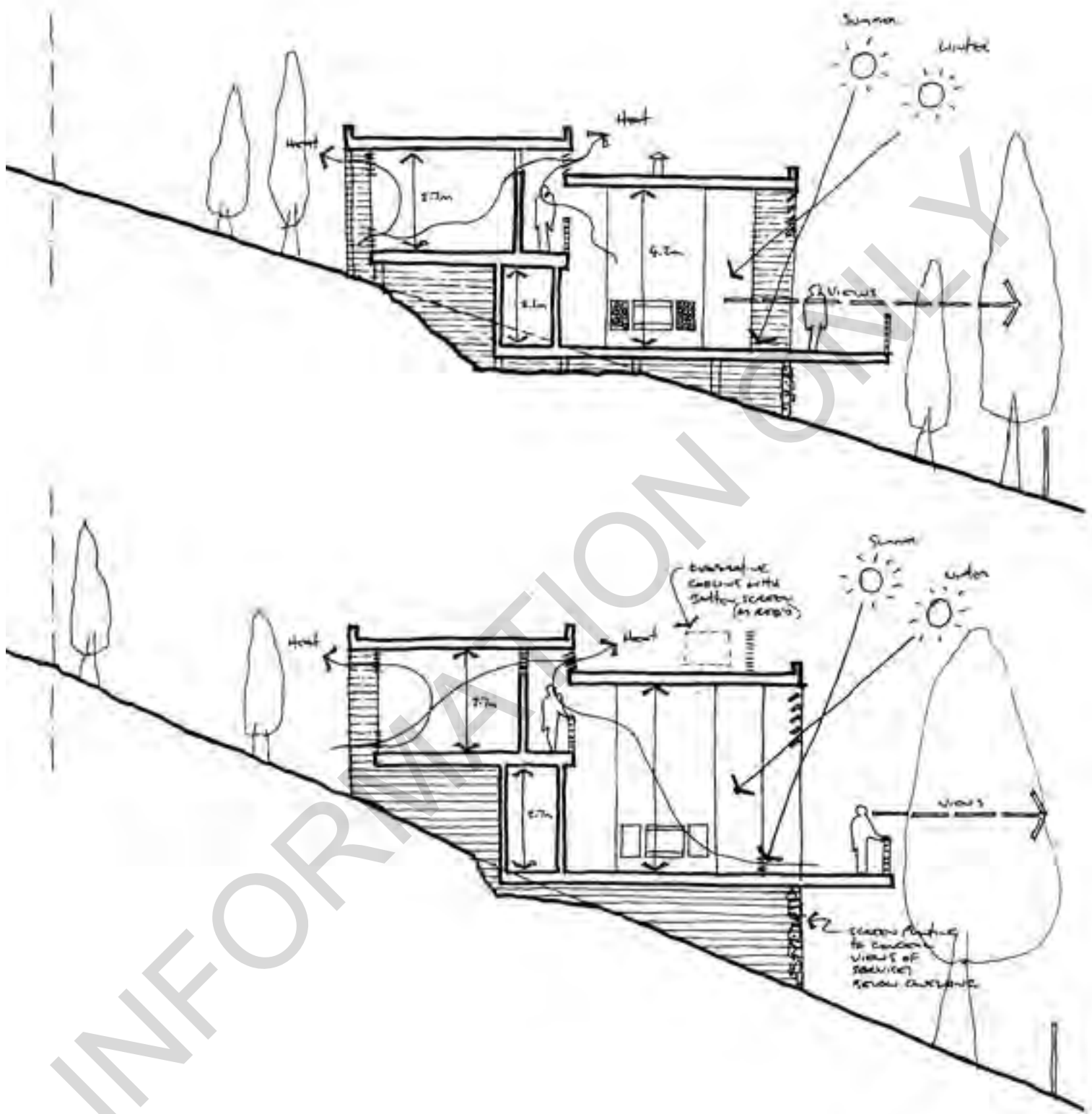
4/20/2020

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Gresswell Hill Proposed Housing / Design Guideline Studies

11 Tenor (Row) Steel Runner House - Typical Sections

Scale 1:100 G.A.	20/01/2015	10/01/2015	10/01/2015

COX & COX ARCHITECTS
Unit 2, 100-102 Trinity Lane, Lutterworth LE15 9JH
Tel: 01530 201500 Fax: 01530 201501
Email: info@coxandcox.co.uk

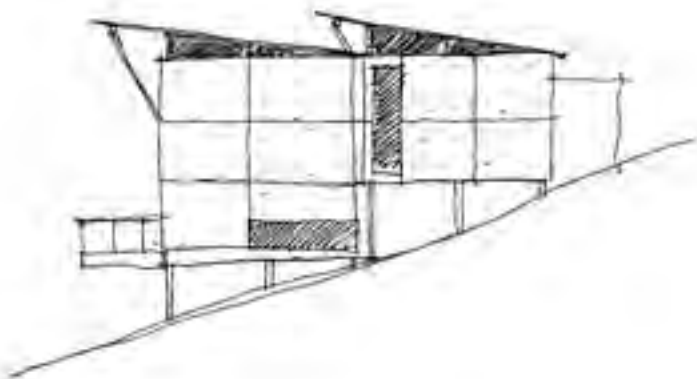
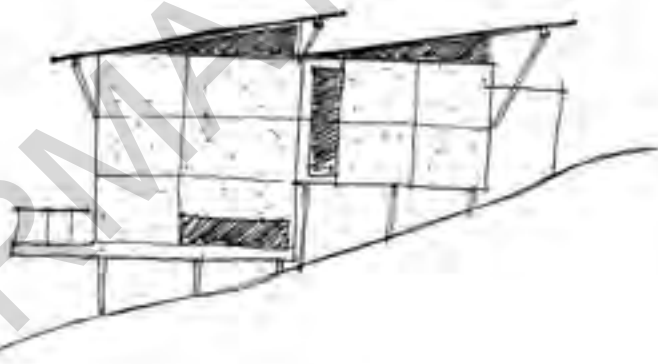
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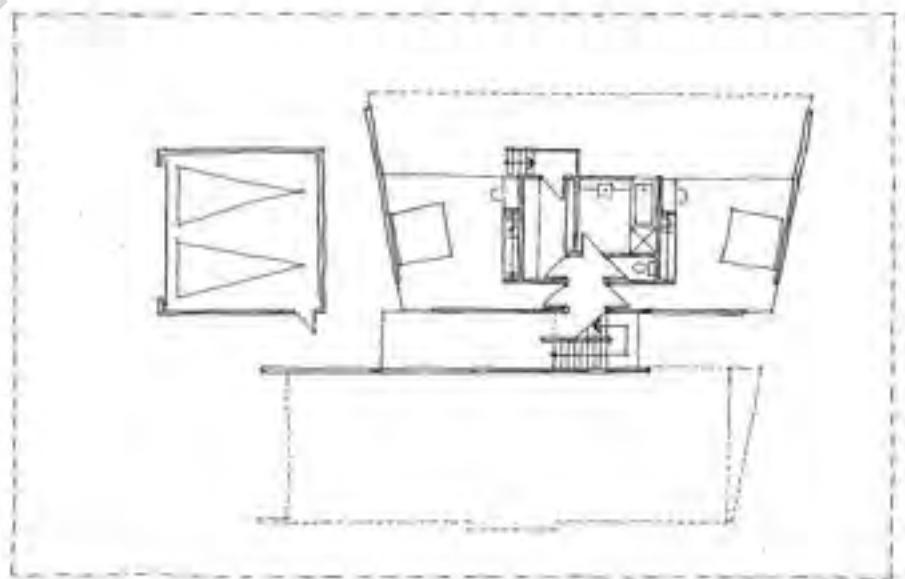
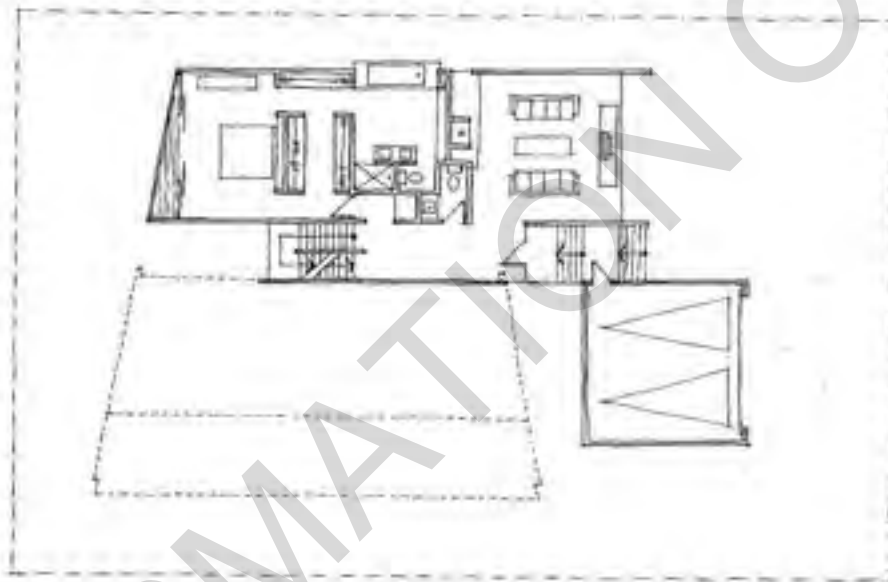
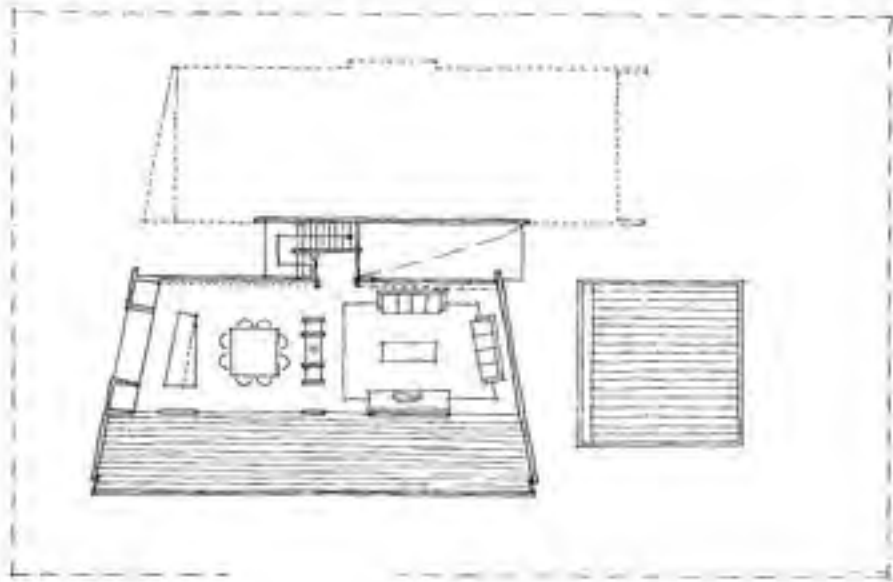
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Springthorpe

Design Guide

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1. Introduction

This Design Guide has been prepared for Urban Pacific, and relates to "Precincts 1, 2 + 3" of the Springthorpe residential development. Refer to the "Springthorpe Masterplan" section for clarification of precincts and implementation processes of this document.

Guidelines for additional precincts will require amendment and addition to those already contained within this Design Guide, as those precincts proceed.

In addition, it is intended that the information contained within this document will be challenged, developed and evolved by the Town Architect, Urban Pacific and Darebin City Council during the course of the development.



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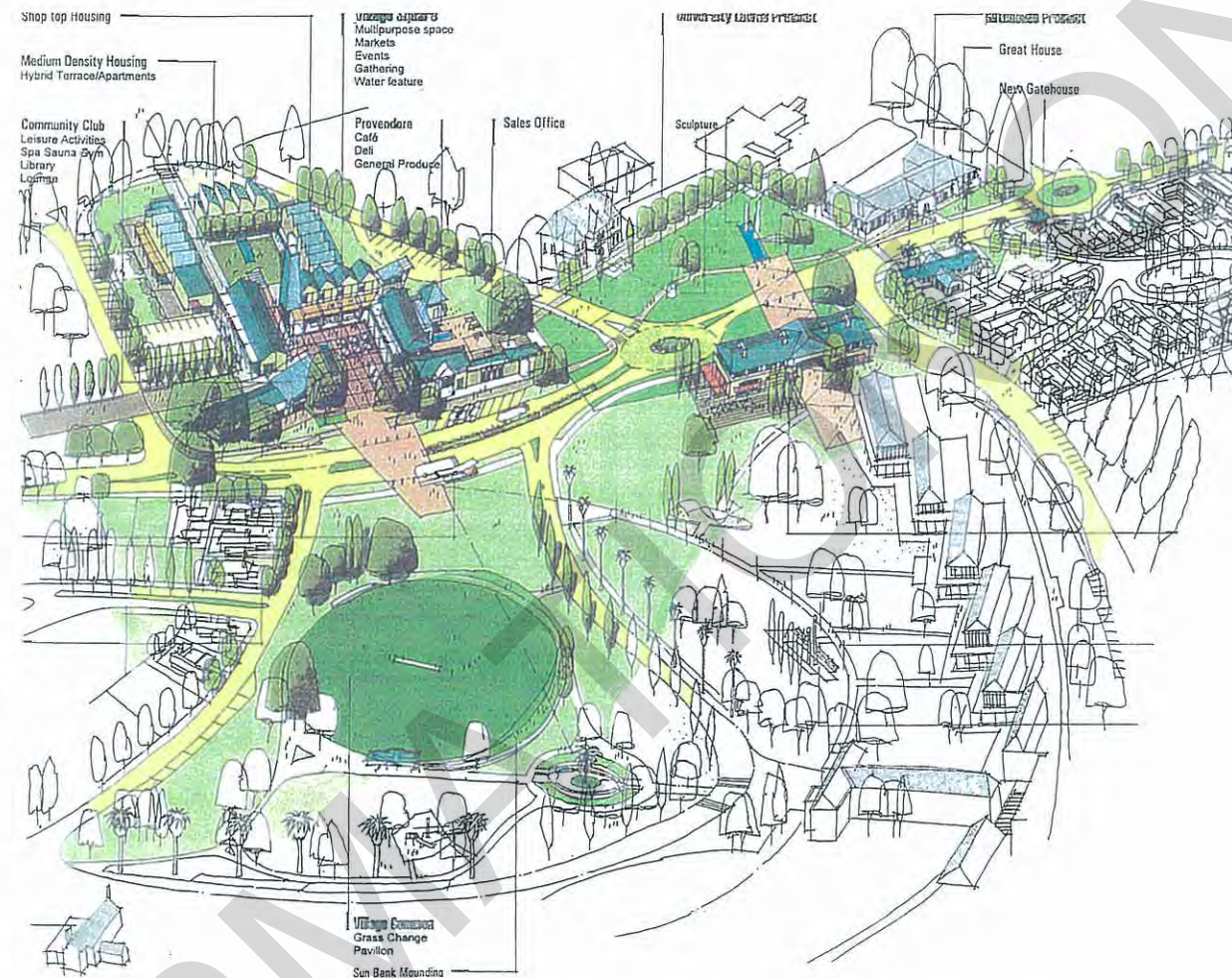
2. Springthorpe the Vision

The Springthorpe vision will be developed with the following aims as its guiding principles:

- Create a sense of place where people live, work and enjoy their leisure as part of the wider northern Melbourne community.
- The establishment of a 'university village' via encouragement of interaction between users of LaTrobe University with residents and visitors of Springthorpe, within the Village Common, Village Hub and other outdoor open spaces.
- Re-establish the former gardenesque planning and create an environment integrated and harmonious with the existing site and architecture.
- Provide a generous parkland system with links to adjacent open space areas.
- Create a pedestrian friendly environment with dedicated pedestrian/cycle paths
- Building design and landscape combine to create an environment, which embodies a feeling of permanence and stability and presents building design reflective of this time timelessness and does not rely on architectural fashion.
- Create an integrated Village Hub as the "social heartbeat" for the precinct.
- Achieve a high quality and innovative urban design.
- Provide a high level of social infrastructure.
- Create a level of safety and security achieved by activation and surveillance rather than by physical barriers.

An important community consideration is to create streetscapes that are inviting to visitors and residents alike, rather than dominated by cars and garages. Minimisation of front fences together with strongly landscaped edges, are key ingredients in the strategy. Another is the avoidance of unnecessary adornment, particularly of false historic applied elements.

The Guide sets out a definitive set of objectives, however it has been carefully formulated to offer a wide range of choice in form and materials, creating simultaneously unity and diversity.



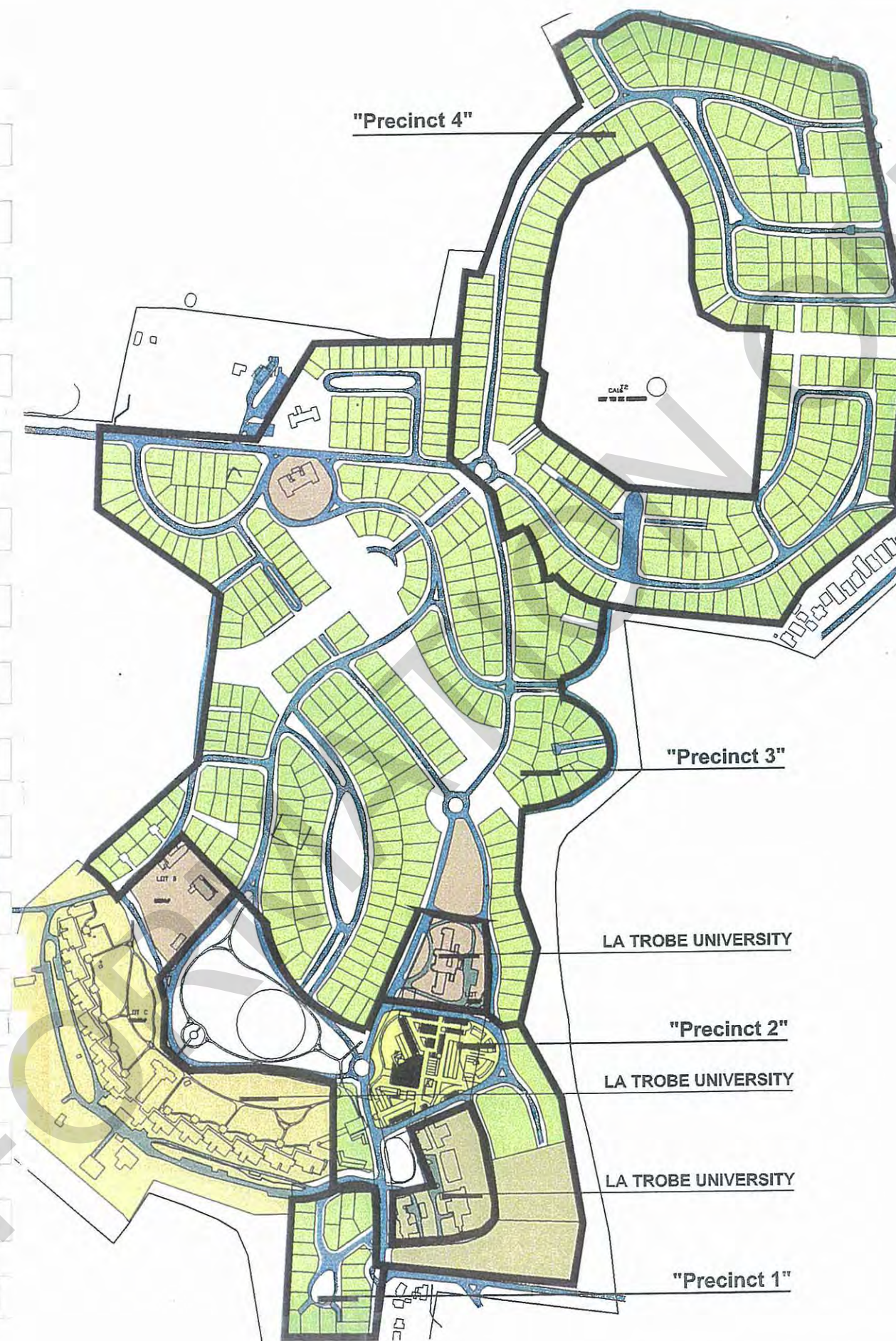
3. Springthorpe Master Plan

A Master Plan for Springthorpe has been developed to activate the Springthorpe Vision, and, integrate with the surrounding areas such as La Trobe University, the former hospital buildings, the Wildlife Reserve, Habitat areas, Gresswell Hill, Gresswell Forest and the Native Grasslands.

The Master Plan design objectives are:

- To provide a well ordered interconnected pattern of streets and open spaces to reaffirm the existing road layout and foster pedestrian activity;
- To provide a streetscape and landscape character that is sensitive to the existing architecture, landscape and environmental parameters of the site;
- To provide protection to areas and trees with a high conservation value or aesthetic appeal and, where appropriate, to incorporate them into public areas;
- To provide effective habitat linkages for local fauna between conservation areas;
- To provide planting that reinforces the ambience and character of the site and which provides a sustainable long term landscape solution;
- To ensure that open space and adjacent reserves are readily accessible and offer a range of opportunities for both passive and active recreation.
- To create areas of distinct character and amenity, that offer choice and variety in residential locations, taking advantage of the varying aspects and views.
- To provide dwellings of genuine variety and choice, together with a controlled diversity of product, which contribute to a harmonious and consistent design theme, which compliments the existing built form.





- To create points of orientation throughout the site through the use of views, buildings and landscape features.
- To create Springthorpe as a distinct and unique place.
- To create recognisable gateways to the specific precincts.
- To optimise the development opportunities commensurate with the site's location.
- To encourage the use of front gardens with direct visual access to the street.

The Master Plan has been divided into four distinct precincts.

Precinct 1 – Arrival Experience (incl. Secret Garden)
 Precinct 2 – Village Hub + Village Common
 Precinct 3 – Central Residential
 Precinct 4 – Gresswell Hill

Precinct 1 – Arrival Experience (incl. Secret Garden)

The first phase of Springthorpe capitalises on the existing road infrastructure, significant established landscape features and existing historic buildings to establish an immediate presence and identity. This identity is to be reinforced by a future central village common parkland with direct connection to the future village hub and medium density core, known as Precinct 2.

The Arrival Experience is enhanced by the creation of a Gatehouse and a wide landscape buffer weaving between the existing period architecture and reflective new buildings, conveying a sense of coming home to a place removed from the daily grind and steeped in history. This precinct also includes the development of the 'Secret Garden' residential pocket, the basis of the future of the Springthorpe development.

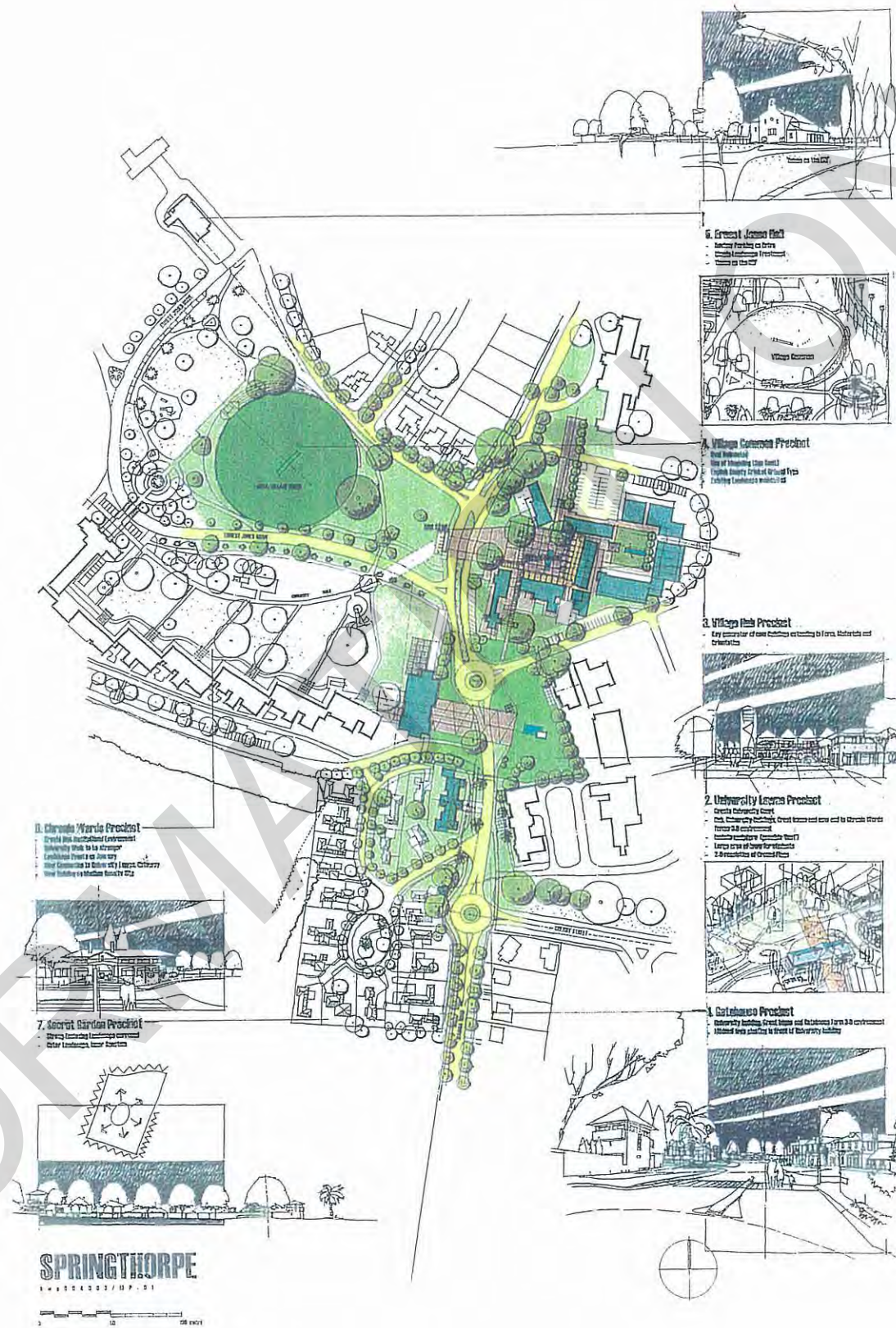
New development throughout Springthorpe will be seamlessly integrated with the existing historic University buildings and adjacent grasslands. In addition, removal of low grade infill buildings will cleanse the site and set the scene for the creation of a residential neighbourhood with an unparalleled natural advantage.

Precinct 2 – Village Hub + Common

Using the existing oval and natural bowl as a base, the Village Common will be developed and strengthened into a

Springthorpe

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principle community parkland space for Springthorpe. Layering of considered hard and soft landscape over and amongst the existing vegetation will heighten residents' and visitors' relationships and experiences with the gardenesque quality of the area.

Linked directly opposite to the Village Common, and on the opposite side of the entry road (Springthorpe Boulevard), the Village Hub will provide the supporting community infrastructure such as a Country Club, Providore / General Store, and Shop Top Housing, all defining a central hard and soft landscaped square. In addition, a possibility exists to develop a group of medium density residential terraces or townhouses to the east.

With a strong visual and physical connection between the common and hub, residents will be encouraged to inhabit the square for varying functions and uses. Either sipping a hot latte on a brisk but sunny late Autumn afternoon; enjoying a gelati in the shade of the summer heat; or possibly a moonlit cinema on a balmy summer evening these spaces will be designed to accommodate a relaxed and inviting Springthorpe atmosphere.

Precinct 3 – Central Residential

Comprising the majority of the house lots and central geographic location of the development, the Central Residential precinct will provide an interface between cultural activities of the Village Hub and Common (Precinct 2), and the natural setting of Gresswell Hill (Precinct 4).

Precinct 3 will further strengthen Urban Pacific's desire to establish the significant native and historic landscape with selective editing and removal of unsympathetic buildings and vegetation, followed by the considered addition to the existing valued environment. Individual streetscapes and open spaces will be distinctly different in function and appearance, but with common elements that will be consistent throughout the precinct.

Sub-precincts will be established to reflect remnant vegetation, location links to surrounding landscape elements and former site uses such as a 'Redgum Corridor' or 'Wetlands Extension'. Building design will be similar, but developed from those located within the Secret Garden of Precinct 1.



Precinct 4, The Gresswell Hill area of the Springthorpe development is still to be determined, and will be informed and developed. However, early models are based upon maintaining the strong natural character of the existing environment, and weaving houses and supporting landscape design into the natural and historic habitat.

This section will be expanded and amended by the Town Architect and Urban Pacific for subsequent Town Planning submissions.

Existing Topography, Landscape and Buildings

It is probable that the park-like woodland appearance of land in the Heidelberg area, noted by European settlers, was due to Aboriginal land care practices. The pre-European landscape character of the site consisted of rolling grassy open woodlands, dominated by the same majestic river red gums which are scattered over the site today.

Following subdivision of the land by Hoddle in 1837, the area of Strathallan Estate was cleared for grazing, dairying and other farming activities, which involved general clearing of vegetation to most of the flatter land, other than the larger remnant river red gums.

The Mont Park area, including landscape and buildings, was substantially developed during the period of 1910 – 1930. There seems to be no documented or ordered master planning. Although the site organisation is given meaning by the strategic placement of individual buildings, within this natural setting.

Most of the major early buildings have some consistent architectural characteristics. They were all designed in the early 20thC Public Works Department of Victoria style. That is, late Federation style with repetitive use of form and massing, solid red brick construction, red terracotta Marseilles tile roof, some stuccoed walls and rendered embellishment, two storey symmetrical layout around a more elaborate central entry. Most buildings have an axial arrangement, and ordered front elevations, facing onto formalised landscape forecourts, with utilitarian activities to the rear side.



4. Purpose of the Design Guide

The principal aim of the Design Guide is to create a coherent vision for the built form at Springthorpe and to assist the project team in maintaining consistency in the character of the Urban Design and Streetscape themes.

The Guide is also intended to create a cohesive community through guidelines, which produce a consistent image while maintaining opportunities for diversity and variety within each part of the community. This strategy will help to protect the values of property within the context of an integrated community.

The Design Guide will evolve as the Springthorpe development progresses. The design specifics will be challenged and developed by the Developer, Town Architect and Town Landscape Architect in an endeavour to ensure Springthorpe remains as a fresh and progressive development.

The key objectives of the guidelines are the following:

- To assist purchasers, designers and builders in providing housing which takes optimum advantage of the local climate and outdoor lifestyle;
- To produce streetscapes which maximise the amenity and attractiveness of the public domain including streets and parks;
- To distinguish particular places and frontages where a defined treatment should be incorporated such as along main entry routes;
- Set objectives and controls to achieve the above;
- Note – alternative options may be acceptable if presented and meeting of objectives can be justified.
- Allow for the improvement and development of the product.



Springthorpe
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COX



TAYLOR & CULLITY

DMA

ORDER Architects + Interiors

FASHAM
DESIGN & BUILD

STONEHAVEN HOMES

DARNLEY

Bellemore Homes

Implementation Process

All Springthorpe residential allotments will be affected by a Body Corporate. Under the current regulations of the Body Corporate, the Body Corporate Members must appoint an Architectural Review Committee. This committee is to ensure compliance of future housing and landscaping works with the Springthorpe Design Guide.

The current Body Corporate Regulations state that until the last lot of the Springthorpe development is sold, Urban Pacific will appoint the Architectural Review Committee.

Currently the Architectural Review Committee consists of Urban Pacific representatives and the Town Architect.

The Town Architect as appointed by Urban Pacific will oversee all development at Springthorpe. The Town Architect will work with the Project Manager and be responsible for the implementation of the Springthorpe Design Guide.

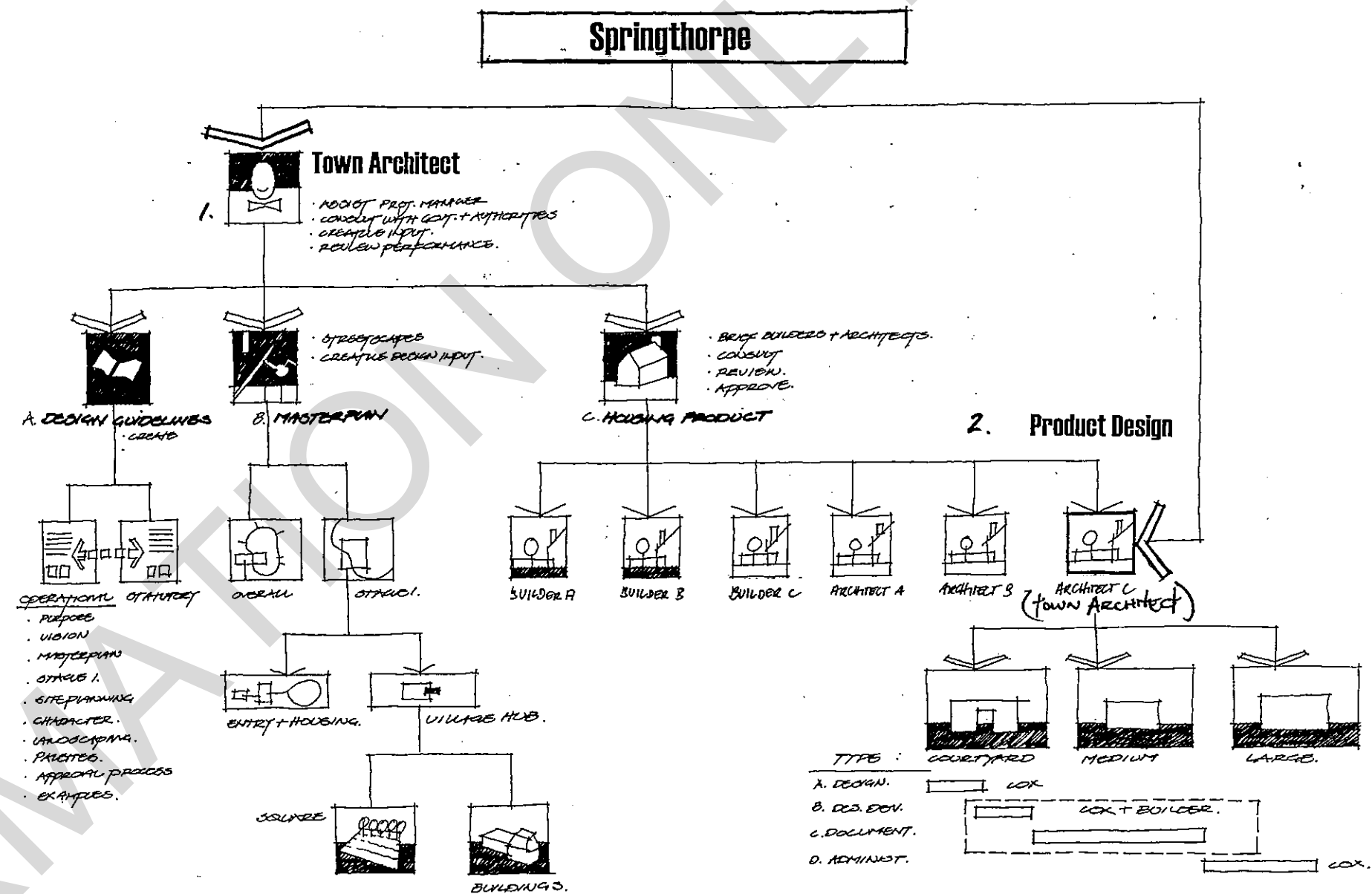
The Town Architect will also manage a selected number of specific architectural and building firms appointed to design dwellings for Springthorpe. Each of these firms will be responsible for designing a range of dwelling types for the various precincts within the development. This housing product will be coordinated by the Town Architect and ensure consistency in style and theme and compliance with the Springthorpe Design Guide.

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5. Planning Design Principles

The Springthorpe character is one of an integrated series of distinctive communities and facilities, including major and minor interconnected open spaces, Village Hub and support infrastructure. Featured will be a network of parkland reserves and a limited variety of house forms. The housing aims to become the new benchmark considerate of the climate and the benefits of outdoor living, building on the potential of the present natural setting.

Where unforeseen circumstances arise the Developer reserves the right for the Town Architect only, to revise the contents of this document.

Precinct 1 + 3 Product Types Brief

Type	Compact	Small	Medium	Large
Lot Size	450	550	650	800
Frontage	15	18	20	22
Floor Area*	150	180	220	250 +
Bedrooms	3	3	3 + study	3 + study
Bathrooms**	1 **	1 **	2 **	2 **
Living Areas	F,M,S	F,M,S	F,M,S,D	F,M,S,D +
Car Accom	2	2	2	2

* Floor areas do not include garage.
** All two storey products to include additional powder room.
F Family
M Meals
D Dining
S Sitting

Precinct 1 + 3 ‘Planning Design Principles’

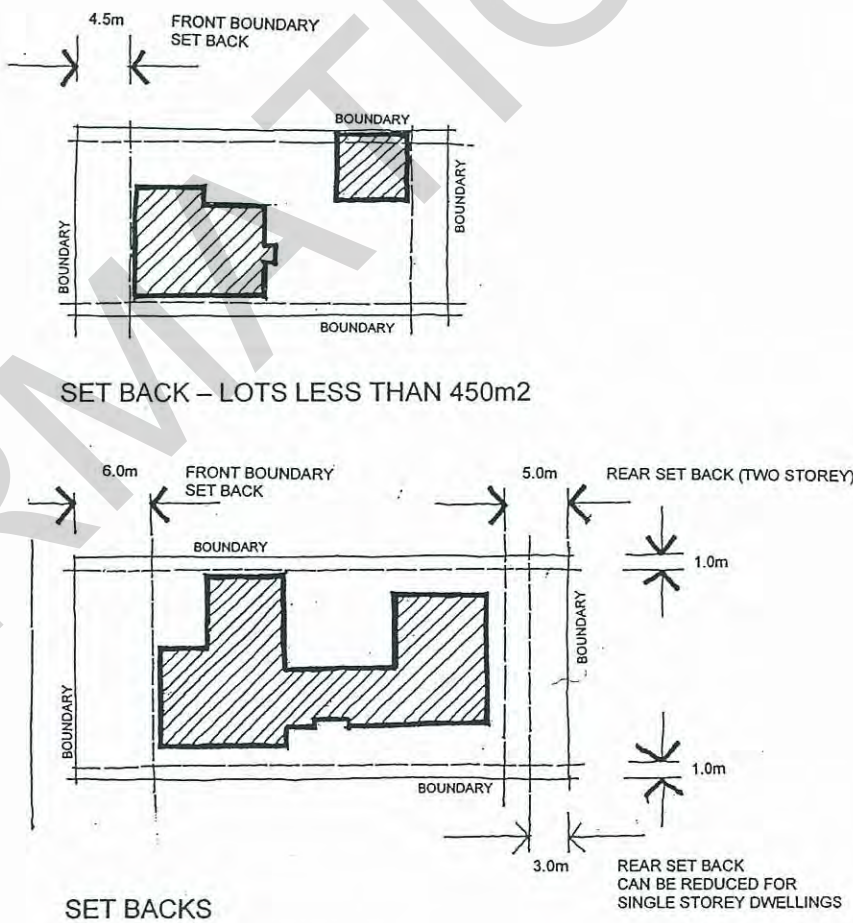
1. Siting and Setbacks.

Principles

- The development of integrated house types with lots which comply with solar access, privacy, residential amenity objectives, streetscape vistas and existing vegetation overlays.
- Orientation and alignment to respond to existing topography, existing vegetation and environmental conditions e.g. Grasslands, and streetscapes.

Controls

- Where possible the preferred *minimum* building setbacks are as follows.
- *Lots 450m2 or less* – frontages = 4.5m; side = 1m; rear setbacks (subject to easements) = 3m (single-storey) + 5m (two-storeys);
- *Lots greater than 450m2* – as per above, but, frontages = 6m; sides = 2m;





- **Corners Lots** – as above but, 3m to secondary front streetscape.
- Where houses have a setback of 4.5m, ensure garages maintain a minimum setback of 5.5m for off street visitor parking.
- Zero setbacks are acceptable for side boundaries to garages, subject to assessment by Town Architect.
- The maximum wall length on a zero lot boundary to be 7.5m.
- Have building frontage and entry readily legible from street or access place.
- Where building is on two street frontages, the wider street is to be referred as the major street, unless otherwise noted by Town Architect.
- Orientate house according to environmental and solar principles, outlined in following section.
- A minimum of 20% of the site area of all allotments is to be retained as private open space.
- Private open space is to have a minimum dimension of 4.5m and is to be located adjacent to and accessible from, the main living area of the dwelling.

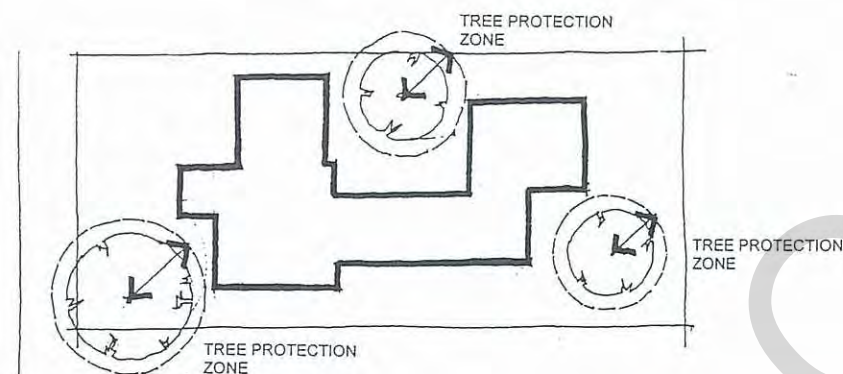
2. Building Height.

Principles

- Building heights are to reinforce the scale and quality of the streetscape within the precinct.
- Guarantee a desirable urban form.
- Minimise over shadowing to adjoining lots.

Controls

- Provide a maximum of 2 storeys.
- Single storey designs to be 7m preferred.
- Two storey designs to be 9m preferred.
- Maximum height to be 12m.
- Flexibility to respond to sloping sites.
- Attic roof spaces are allowable.
- Consider height and scale of adjacent buildings and be contextually commensurate with surrounding environment.



- ALL NOMINATED SIGNIFICANT TREES HAVE A DOCUMENTED TREE PROTECTION ZONE- TPZ.
- NO BUILDING WORK MAY OCCUR WITHIN A NOMINATED TPZ WITHOUT CONSULTATION WITH THE RELEVANT AUTHORITY.

NOMINATED SIGNIFICANT TREE'S



3. Building Envelopes.

Principles

- Provide a degree of consistency to establish a neighbourhood character, allowing sufficient diversity as a secondary principle.
- Building envelopes to be designed to maintain all nominated significant trees.
- Houses to be read as the dominant form with other elements such as fences, walls, garages, pergolas being secondary, but integral, to the building.

Controls

- Where garages are incorporated into the envelope of the house, project living areas forward of the garage face by a minimum of 600mm. Therefore, making the garage less visible from the street.
- All nominated significant trees have a documented tree protection zone (TPZ) – no building work may occur within a nominated TPZ without consultation with an arboricultural consultant and council.

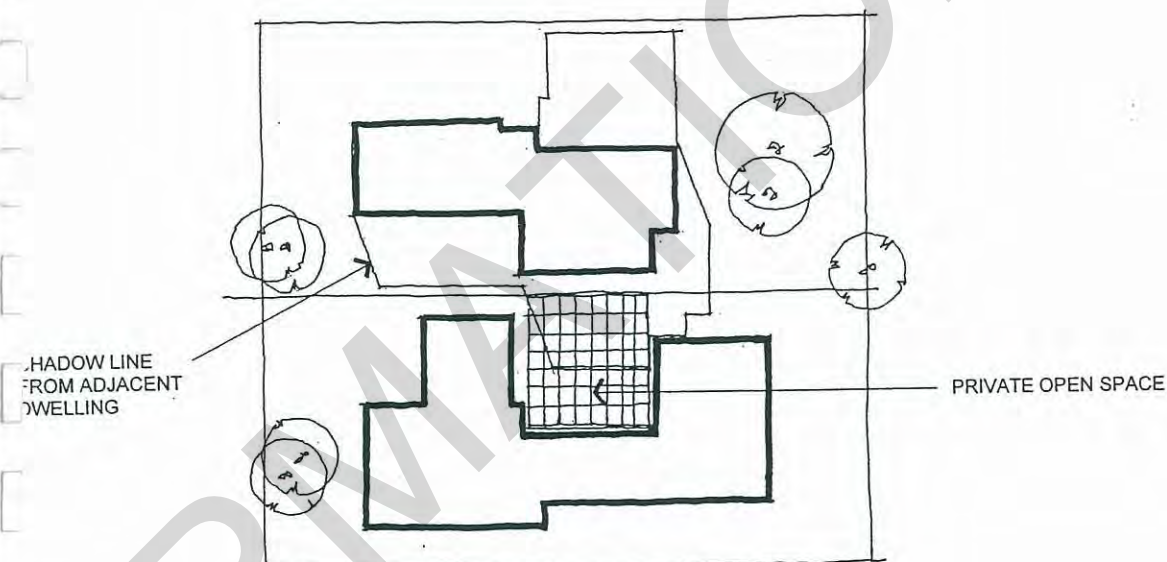
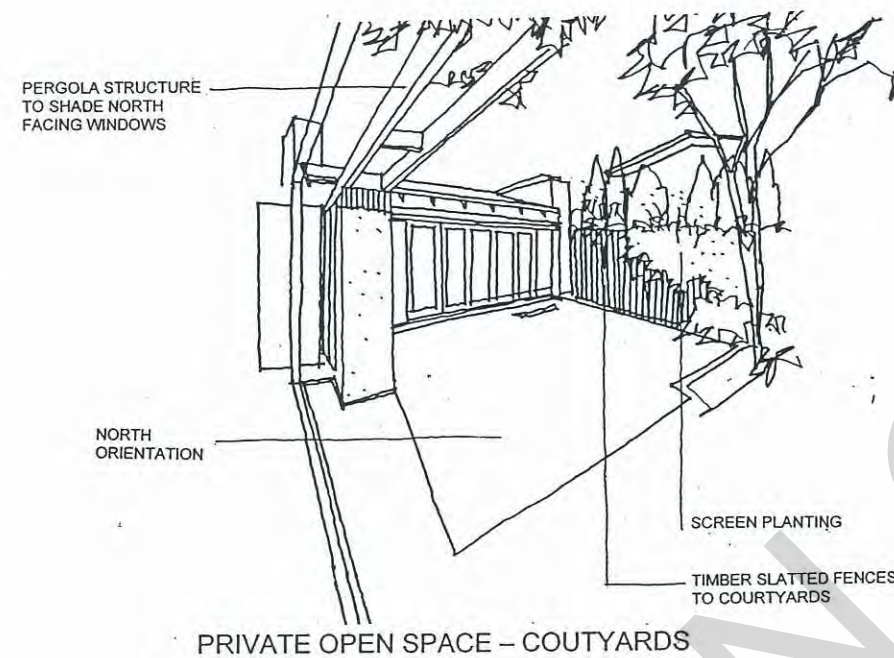
4. Energy + Solar Control

Principles

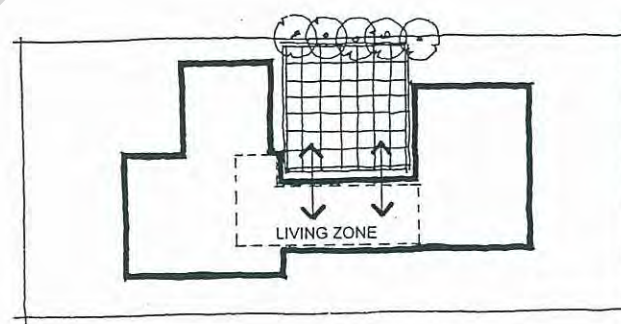
- Ensure that Ecological Sustainable Development principles are incorporated from broad scale master planning down to individual building details.
- Use materials and employ design, which aim to reduce CO2 emissions compared to similar developments.
- Substantial reduction in household energy demand.
- Provide north orientation to living areas and private open space.
- Allow sun access and penetration during winter months.
- Minimise sun access and penetration during the summer months.

Controls

- Main living spaces are generally to be orientated to north and directly onto north facing private open space.
- Dwellings are to be designed to ensure an optimum of solar access to north facing private outdoor living space between 9am and 3pm during the Equinox (21st March + 23rd September).

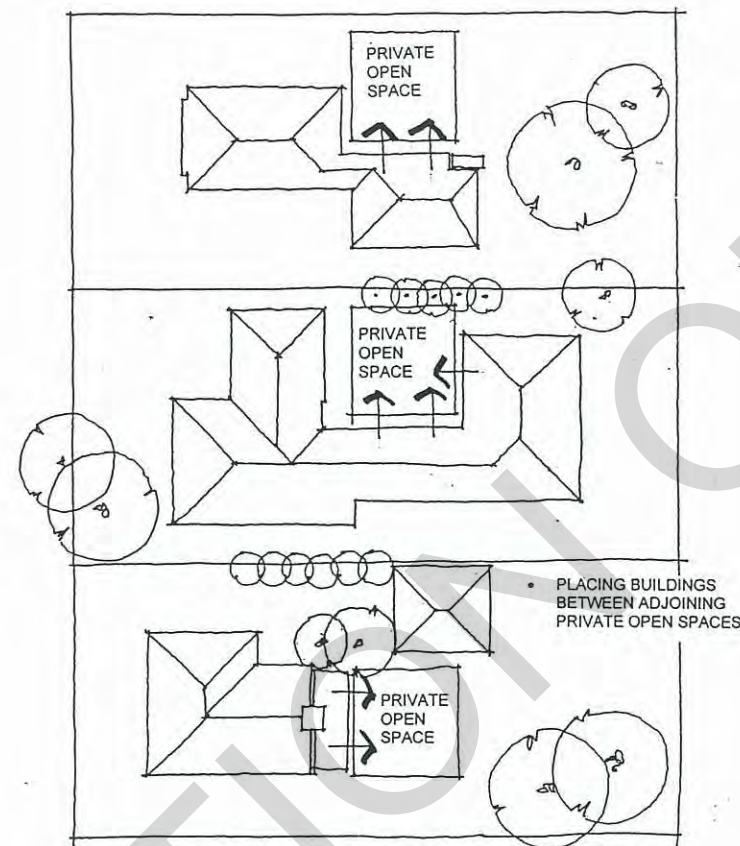


SOLAR ACCESS TO PRIVATE OPEN SPACE

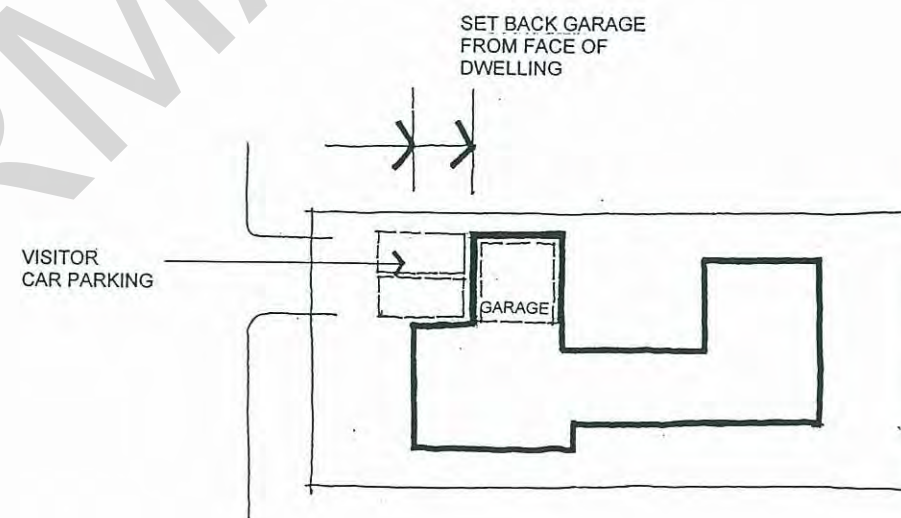


ORIENTATION OF PRIVATE OPEN SPACE

- North facing windows are to be maximised and have horizontal protection to ensure varying degrees of shading occurs. Shading devices to north facing windows shall be designed to allow sun penetration of winter midday sun, whilst ensuring shading of glazing from summer midday sun.
- Minimise window sizes when facing south, west and east and/or install vertical screening devices to west and east facing windows.
- Residential insulation requirements to comply with Building Code of Australia as a minimum.
- High mass building components to be used where possible, such as concrete slab on ground (where the topography allows).
- Maximise cross ventilation.
- Where practical and appropriate, skylights and/or wind-powered ventilators are to be installed to increase natural ventilation and enhance natural lighting. Position stairwells to create a stack effect to enhance natural ventilation and remove warm summer air from upper floors.
- Roof spaces are to be ventilated.
- Energy efficient appliances are encouraged.
- Gas heating outlets are to be installed in living spaces.
- Encourage the minimisation of air-conditioning.
- Trees and shrubs are to be selected and positioned to maximise solar penetration in winter and minimise it in summer (deciduous plants on the north side of outdoor species). Positioning of planting is to assist in the enhancement of cool summer breezes and the protection from hot summer and cold winter winds.
- Use predominantly lighter coloured external finishes.
- Minimise thermal bridges.
- External spaces are to be allowed for clothes drying within each lot.



SEPERATION OF PRIVATE OPEN SPACE



INTEGRATED GARAGE SET BACK

5. Privacy*Principles*

- Ensure acoustic and visual privacy is maximised.
- Provide private open space adjacent to living areas.

Controls

- Town Architect to provide a separation of functions by lot layout.
- Locate buildings between adjoining private open spaces.
- Ensure that upper floor window placements avoid overlooking to adjacent open outdoor living space(s).
- Use screening where the above strategies above cannot be achieved.

6. Out Buildings.*Principles*

- Design of all out buildings to maintain visual character integral of main house form and design.

Controls

- Out buildings not to be sited in front yards areas.

7. Services*Principles*

- All services (e.g. gas, water meter, etc.) to be not visually dominant.
- Rubbish bins to be stored out of view from street.

Controls

- Provide either suitable vegetation to complement visual landscape character, or, small discrete enclosures for meters etc.
- All rubbish bins to be stored to rear of property or in location not visible from street(s). Small discrete enclosures of sympathetic character to house may be used where location within rear of site is not feasible.

8. Car Parking*Principles*

- Provide minimum of 2 off-street car spaces plus 1 visitor car space.

6. Building Design Principles

The aim is to provide innovative contemporary design with a positive contribution to the garden character of the environment and to the character of the existing historic buildings. Although designs should avoid pseudo-historic decorative approaches.

This section outlines a range of building components and finishes devised to provide for individual selection while ensuring cohesion.

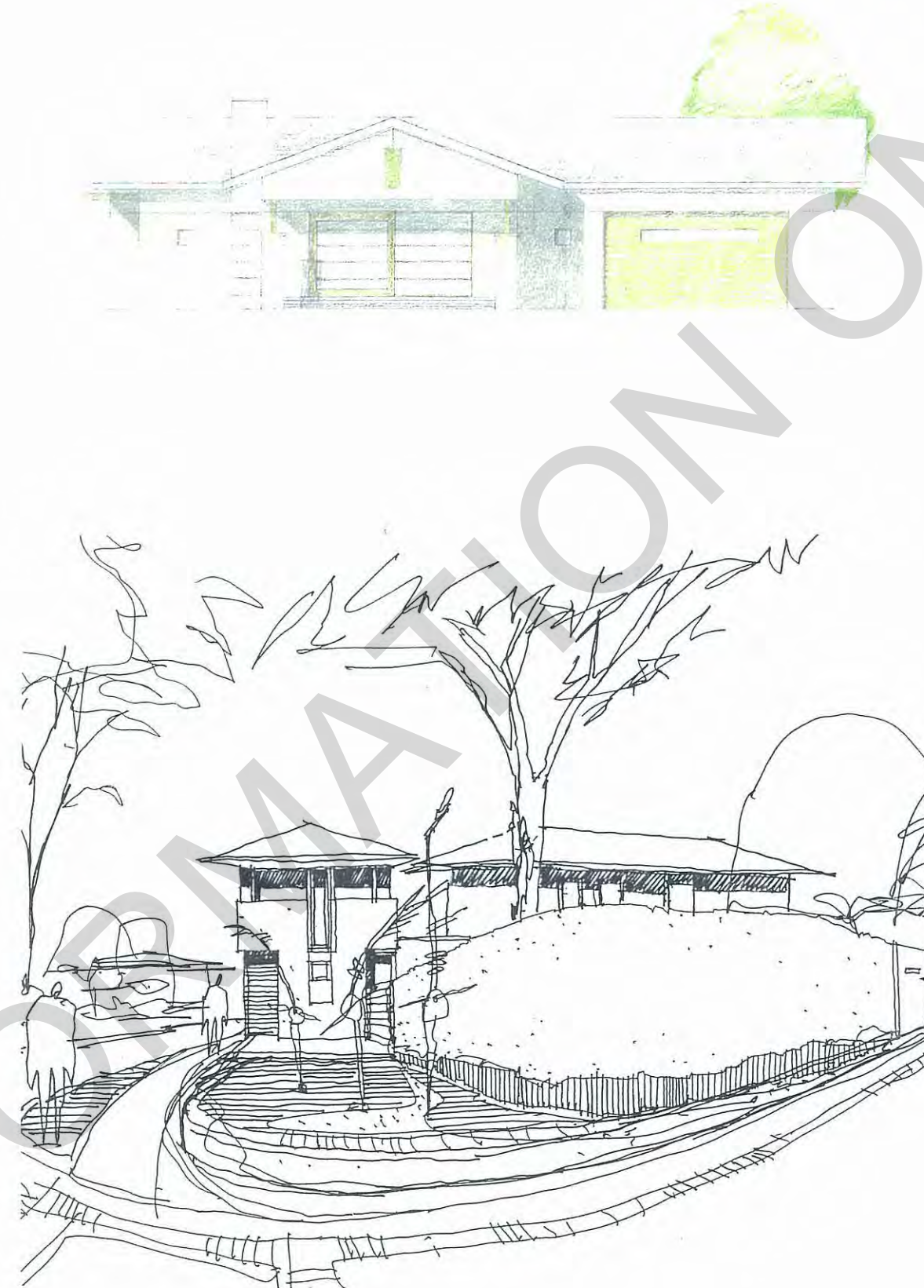
Precinct 1 + 3 'Building Design Principles'

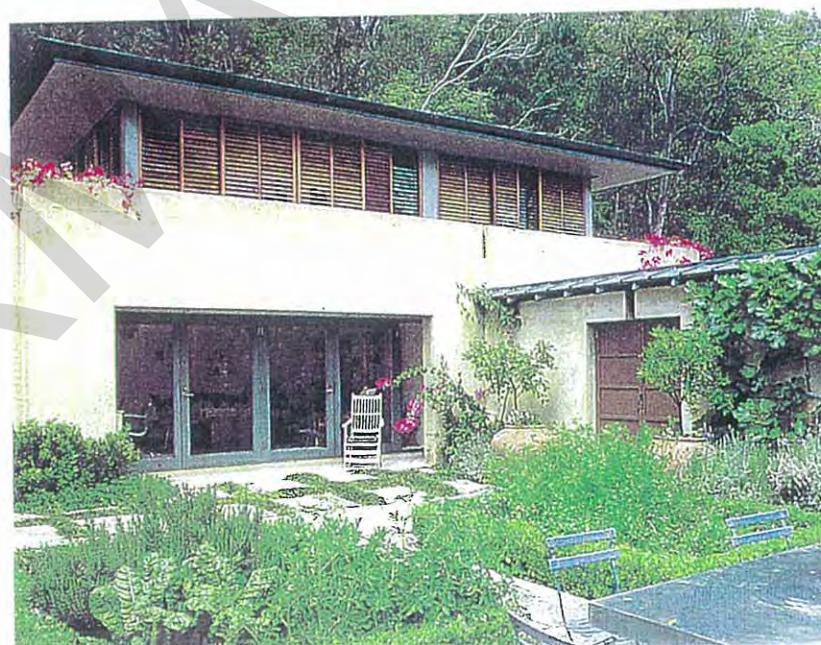
1. External Walls

The following wall treatments are acceptable in varying forms and combinations.

- Rendered or bagged brick or block.
- The above to be coloured or painted with colours derived from the colour range provided in "The Palette" Section.
- Oxide-based finishes such as lime wash or equivalent are encouraged.
- Granolithic and textured paint finishes are acceptable provided they are of the finest texture available.
- Face brickwork in red, smooth (unfigured and unmottled) face with flush set joints throughout, are accepted for feature wall sections.
- Feature cladding of timber boarding (or equivalent fibre cement profile) painted, or timber boarding or plywood stained acceptable in either banding panelling or sections of the elevation.
- The use of split-face blockwork is acceptable for feature use (such as header courses or building bases) only.

The Town Architect will consider additional materials and combinations, if compatible with current palette.





2. External Glazing

- Both stained or painted timber and pre-coloured aluminium window frames are acceptable.
- A range of colours has been developed within the available powder coat range (timber paint colour equivalents should be used).
- Variations may be considered which do not markedly differ from the selected range. Where aluminium option is adopted, Alcan 400 Series frame to be benchmark.
- Glazing should be clear, or maximum 20% tinted, non-reflective glass (opaque to bathrooms and ensuites).
- Sunscreens and awnings made from timber battens or metal frames are encouraged, and are required over glazing which is otherwise unprotected.

3. Roofs

Roof forms to provide contemporary design via details and materials relevant to this time, but are reflective of existing historic architecture forms to be retained throughout the development.

- Roofs to be predominantly gable, hip, or gable and hip form.
- Gutters should be quad or half-round with tubular downpipes. The use of pressed metal fascias is prohibited.
- Flat roofs are permissible for some house designs, if the design is sympathetic to other Springthorpe design principles and character. This includes verandahs and pergolas, which must be an extension of the house design.
- Eaves are encouraged to facilitate good environmental practice (shading) and add to design feel of the precinct. Except for built-to-boundary (zero lot) walls, eaves should be a minimum of 500mm.
- Pitched roof cladding can either be Colorbond custom orb, concrete tile or terracotta tile of profile and colour limited to those shown in the palette sheets.
- All roofs should be fully insulated using an approved proprietary system with reflective foil insulation.

7. Landscaping Design Principles

Landscaping is considered to be a significant ingredient in creating the garden community and in helping to create a point of difference from other housing estates.

These guidelines will evolve as the Springthorpe development progresses, as Landscape Templates are developed for each stage. Refer to these Landscape Templates for further details.

At Springthorpe landscapes will be developed to:

- To establish a diversity of landscape settings which enhance building developments.
- To establish landscape settings which are overall complimentary to the existing landscape treatment.
- To establish landscape settings which reinforce the public landscape theme.
- To establish benchmarks of quality and performance.

Overall Landscape Objectives:

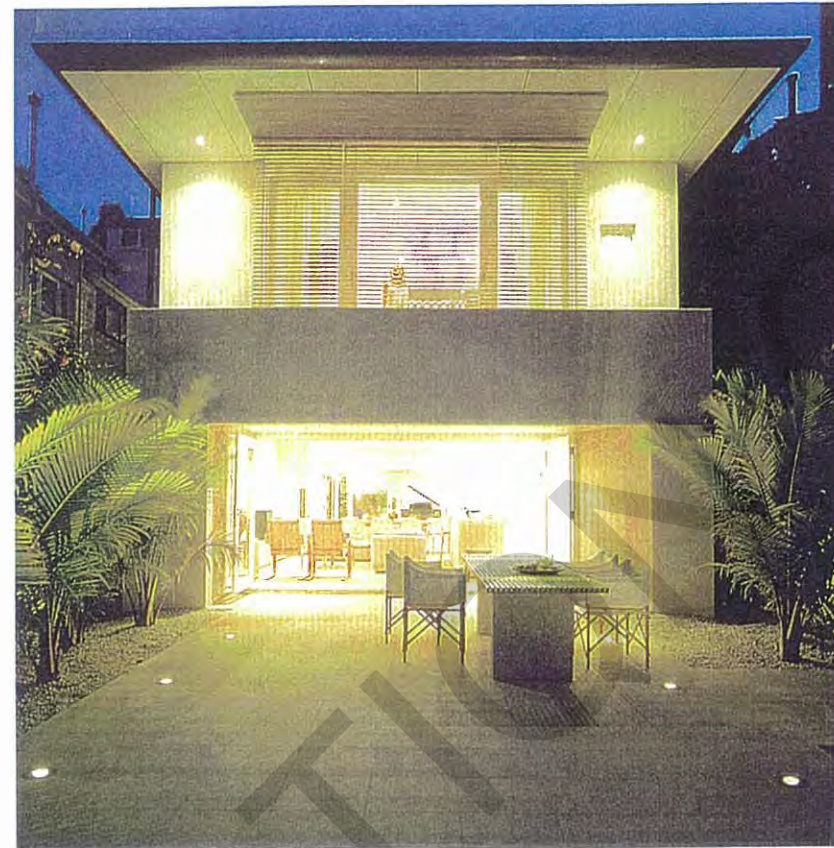
- Create a sense of place where people live work and enjoy their leisure as part of the wider northern community.
- Create an environment that is integrated with the existing site.
- Create an environment that is integrated with proposed built form development.
- Create a landscape theme that is strong in its conceptual development and embodies permanence and quality.
- Create a seamlessness between public and private landscapes.
- Reduce the visual impact of infrastructure, roads, kerbing, etc.

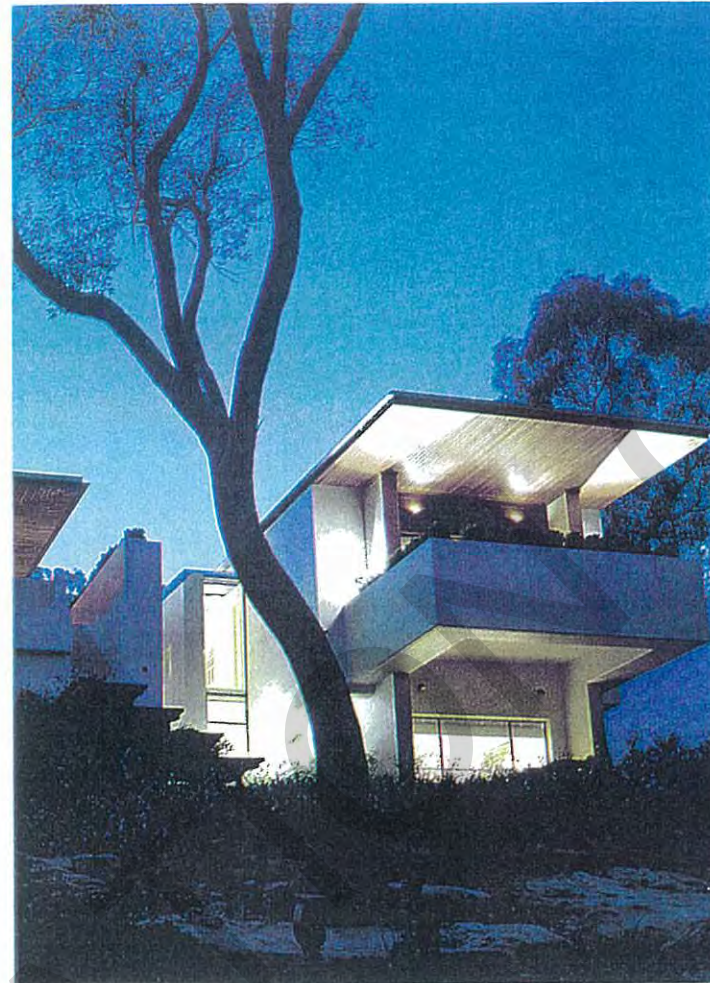
Interface:

Proposed residential landscape developments shall support streetscapes that are inviting to visitors and residents alike, rather than dominated by cars and garages.

Therefore:

- Front gardens shall have no front fencing.
- Front gardens shall have strong landscaped edges.





- Materials and forms shall be complimentary with those chosen for the public landscape with no unnecessary adornment.

Precinct 1 + 3 'Landscaping Design Principles'

1. Frontages

Residential front gardens and landscapes shall:

- Reinforce the proposed themes established for the public landscape.
- Provide strong garden settings that are attractive and welcoming.
- Reinforce the individual architectural forms.
- Functionally reinforce the individual architectural form through logical placement of pavements, gardens beds area.
- Reduce the scale of housing developments by the judicious use of trees and large shrubs.
- Materials and forms shall be complimentary with those chosen for the public landscape with no necessary adornment.
- Continue in material colour and form the proposed public driveway concrete finish as the base material for residential driveways and entry paths. The select use of edging as a finish is encouraged.
- Garden beds are to occupy a large portion of the front garden.
- The insertion of advanced trees, with minimum height of 3.5m, shall be encouraged.
- No fences to front site boundaries to achieve continuity of landscape between public to private space.
- Enhanced definition between private and public space to site front boundary can be achieved through the use of screen planting and/or the construction of a 'transparent' 900mm (max.) high fence beyond a 3m setback from the front boundary.
- The type of landscaping should include shade trees, flowering hedge plants and shrubs, and flowering vines to soften the street abutment.
- Low maintenance ground covers with large glossy leaves, between planting is also encouraged.
- Paving and materials should be derived from "The Palettes" section.

2. Side Courtyards

Side courtyards and gardens shall:

- Maximise usability of north facing outdoor living space through paved courtyard spaces, if appropriate to the architecture and site aspect.
- Develop through either paving or planting a level of visual detail and interest appropriate to a seating area.
- Paving should be derived from "The Palettes" section.
- Screening plants should be used up against adjoining lot boundaries.
- Shade trees or pergolas should be integrated into the design of the courtyard design.
- Bins and drying areas should be located in the least visible position, especially where lots have two street frontages. If location is publicly visible, provide timber-battened screen with climber cover.
- Generous garden beds are to be provided adjacent to lot boundaries.

3. Rear Yards

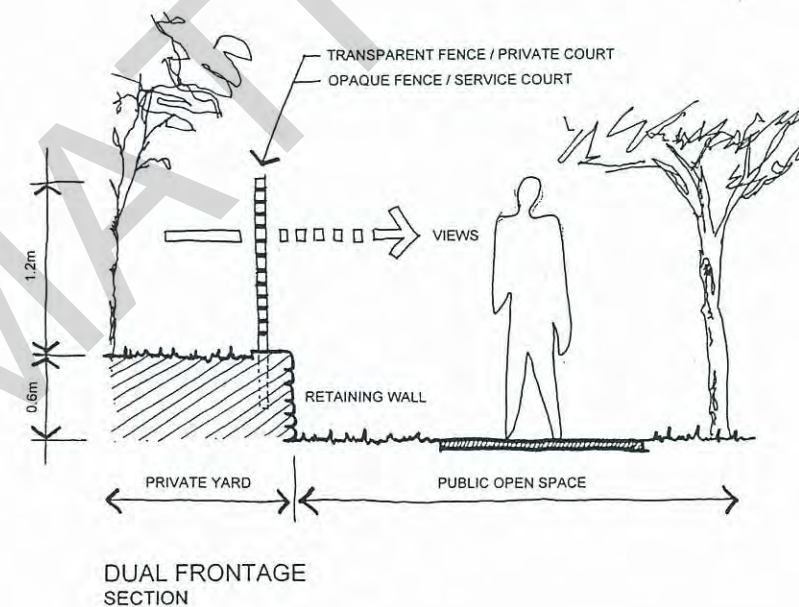
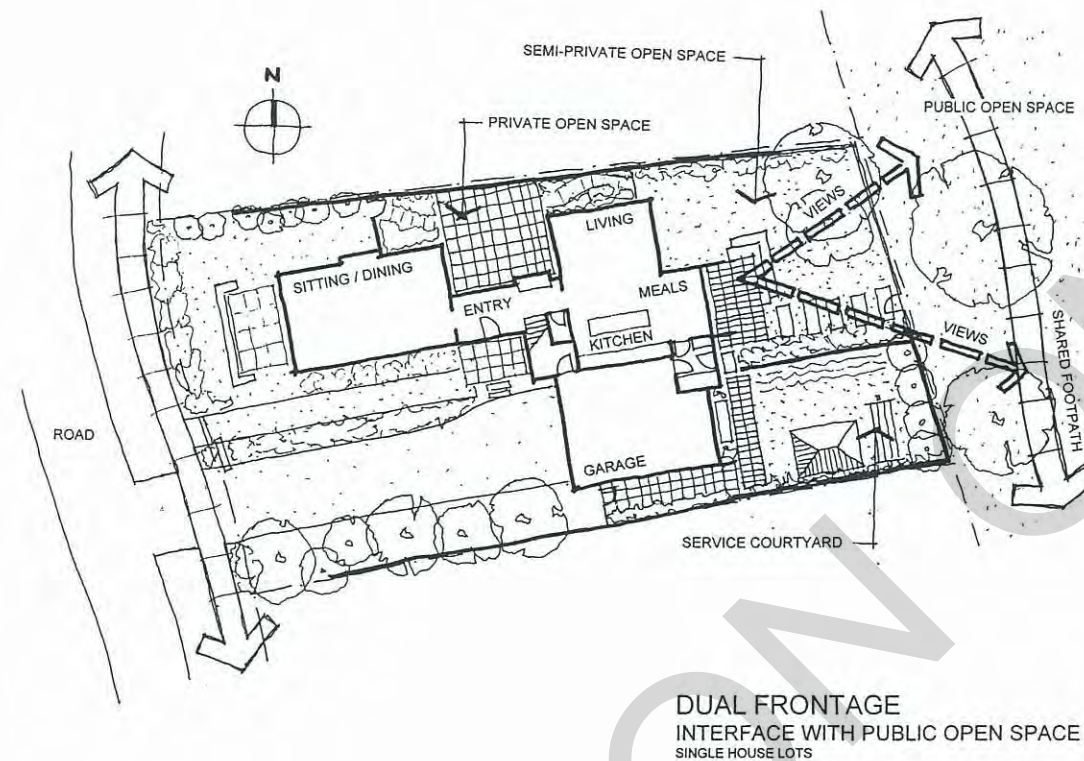
Rear yards and gardens shall:

- Maximise usability of outdoor living space through paved spaces, and generous lawns.
- Provide seating areas to best captures sun, shade and/or views.
- Establish strong landscape themes to order the functional requirements.
- Establish gardens that respond to internal house planning including views and doorways.
- Provide linking paths to high traffic areas.
- Paving should be derived from "The Palette" section.
- Generous garden beds are to be provided adjacent to lot boundaries.
- Shade trees or pergolas should be integrated into the design if appropriate to the architecture or site aspect.

4. Public Open Space Interfaces (Dual Frontage Yards)

Special landscape treatment to the rear or secondary frontage of 'dual frontage' lots is required to approximately 70 lots within Precinct 3. These includes houses backing on to the Wattle Avenue Habitat Link, Railway Cutting Open Space, Wetland Water Feature, LaTrobe Wildlife Reserve and open Grasslands area to the east.



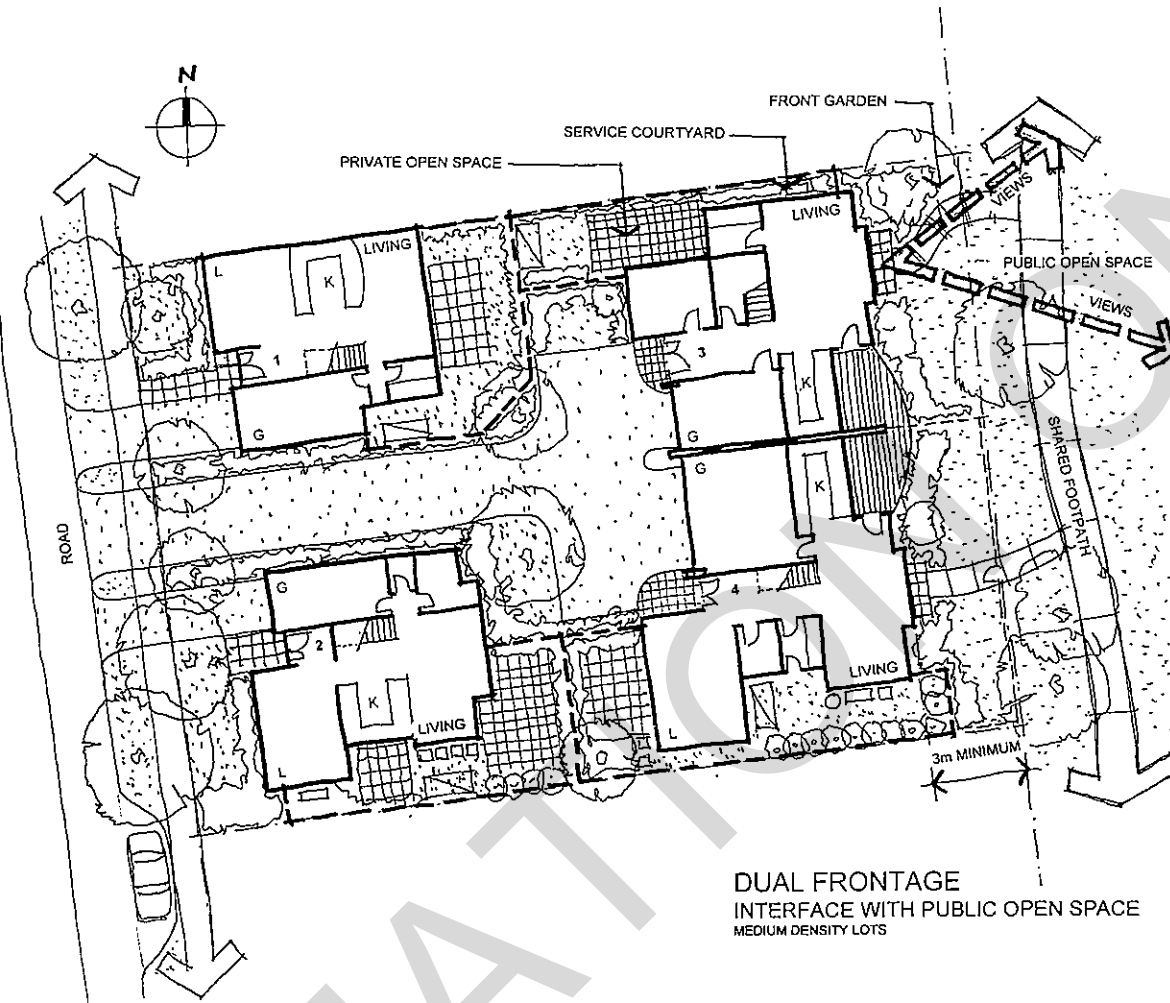


The following outlines the current proposed treatments for each of the above interfaces, however will require development and refinement during the design process.

It is anticipated Gresswell Hill (Precinct 4) interface treatments will be similar, but developed from those below.

Rear or secondary frontages for single house lots shall:

- Be similar to main frontages, except...
- Provide garden settings appropriate to the public open space adjacent.
- Locate Living Rooms and Family Rooms to 'front' onto public open space.
- Allow house footprint and design to provide 'private' open space (courtyard), 'semi-private' open space (rear frontage) and 'service courtyard'.
- Where possible provide a 600mm maximum step up from public open space to rear garden space along the rear frontages, via a small retaining wall or similar landscape treatment.
- Retaining wall to be designed as an integral component of the precinct landscape design.
- 50% minimum of rear garden (semi-private space) to be visually linked with public open space, via a transparent fence up to 1500mm high.
- 50% maximum of rear garden (service courtyard) to be screened from view.
- Provide an opaque fence up to 1800mm high, plus screen planting to service courtyard.
- Sheds, clotheslines, hot water units, air-conditioning units and similar elements to be located within a service courtyard and concealed from public view.
- Transparent fences to be constructed of timber battens (horizontal or vertical); timber or metal pickets; or other similar materials conducive to landscape design intent for the interface.
- Opaque fence construction as per 'Side and rear fences' section of this Landscaping Design Principles of the Design Guide.
- Provide indigenous trees and shrubs relevant to the public open space adjacent, to rear garden.



Rear or secondary frontages for medium density lots shall:

- Be similar to main frontages, except...
- Provide garden settings appropriate to the public open space adjacent.
- Locate Living Rooms and Family Rooms to 'front' onto public open space.
- Allow house footprint and design to provide 'private' open space (courtyard), 'semi-private' open space (rear frontage) and 'service courtyard'.
- Where possible provide a 600mm maximum step up from public open space to rear garden space along the rear frontages, via a small retaining wall or similar landscape treatment.
- Retaining wall to be designed as an integral component of the precinct landscape design.
- Provide a 3m minimum setback from rear boundary to building or fence elements.
- Side fences to begin 3m minimum from rear boundary.
- Have the option of either no front fence or, a 900 – 1200mm high transparent fence, to both street and/or public open space aspects.
- Sheds, clotheslines, hot water units, air-conditioning units and similar elements to be located within a service courtyard and concealed from public view.
- Service courtyard not to be located within front (street) or rear garden (public open space) spaces.
- Transparent fences to be constructed of timber battens (horizontal or vertical); timber or metal pickets; or other similar materials conducive to landscape design intent for the interface.
- Opaque fence construction as per 'Side and rear fences' section of this Landscaping Design Principles of the Design Guide.
- Provide indigenous trees and shrubs relevant to the public open space adjacent, to rear garden.
- Allocation of visitor carparking on street.

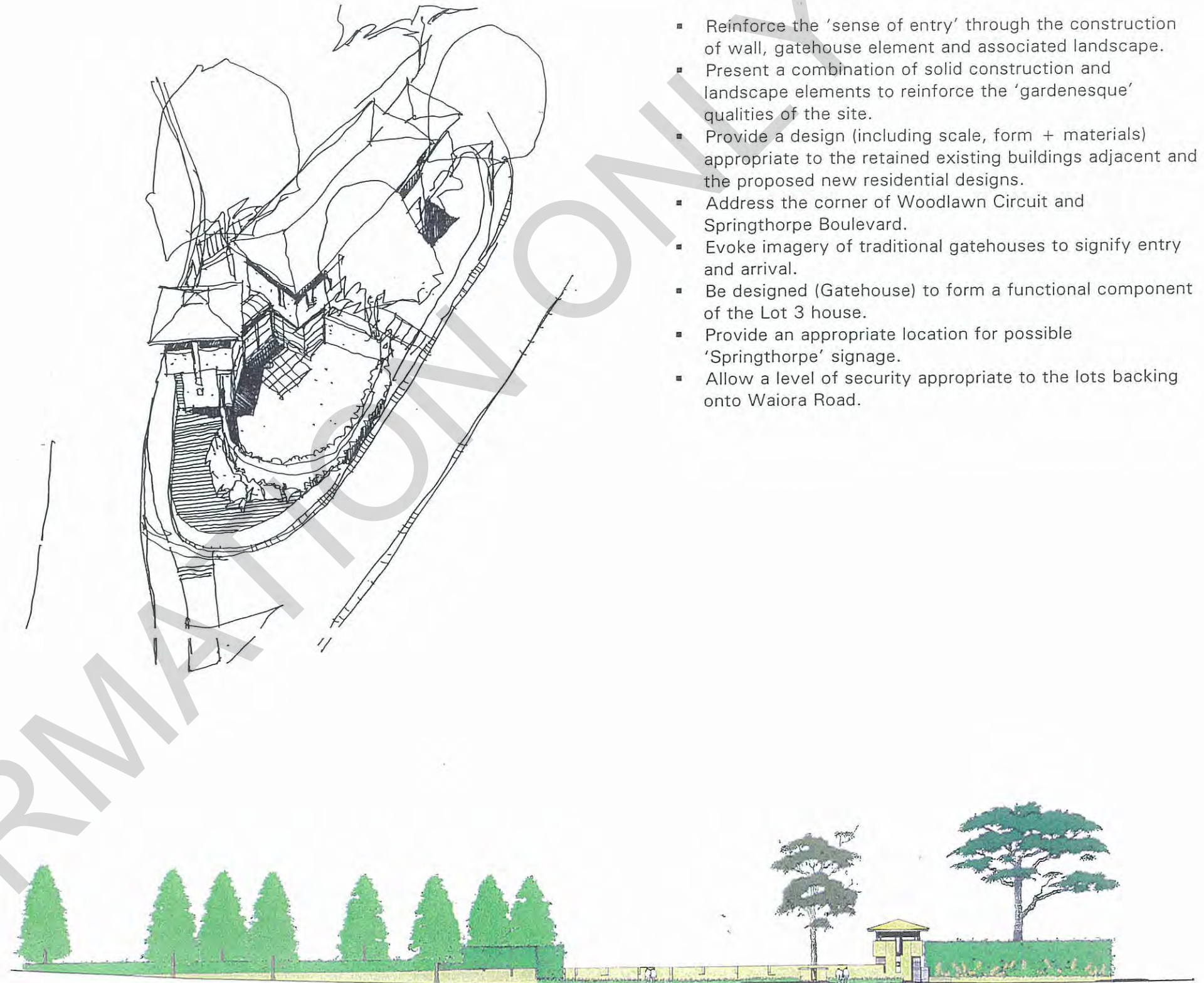
5. Waiora Road Entry Wall and Gatehouse Interface

Precinct 1, The Arrival Experience, to provide residents and visitors to Springthorpe a sense of *entry* and *arrival* via the combination of a number of design elements. These to include an entry wall and gatehouse, plus associated landscape design.

Refer to 'page 5' for additional Precinct 1 description.

The entry wall and gatehouse shall:

- Reinforce the 'sense of entry' through the construction of wall, gatehouse element and associated landscape.
- Present a combination of solid construction and landscape elements to reinforce the 'gardenesque' qualities of the site.
- Provide a design (including scale, form + materials) appropriate to the retained existing buildings adjacent and the proposed new residential designs.
- Address the corner of Woodlawn Circuit and Springthorpe Boulevard.
- Evoke imagery of traditional gatehouses to signify entry and arrival.
- Be designed (Gatehouse) to form a functional component of the Lot 3 house.
- Provide an appropriate location for possible 'Springthorpe' signage.
- Allow a level of security appropriate to the lots backing onto Waiora Road.



Landscape Concept - Entry Wall Elevation
Springthorpe

6. Landscape Materials

Wide ranges of materials are available for use in domestic landscaping but to promote a cohesive and consistent image the following are preferred. Refer to "The Palette" section also.



- Mulches (Min. 75mm layer)
 - medium to fine grades of eucalyptus mulch
 - rounded river stones of 25- 75mm dia.
 - forest blend leaf litter.
 - Garden Edging
 - unit pavers which match or complement paths or driveways
 - plain or coloured flush concrete edging
 - treated softwood/hardwood flush edging.
 - Turf
 - A ryegrass / fescue mix.
- Topsoil (Min 75mm layer to turf and 200mm to planting beds)
- weed free, sandy loam topsoil and garden blends.

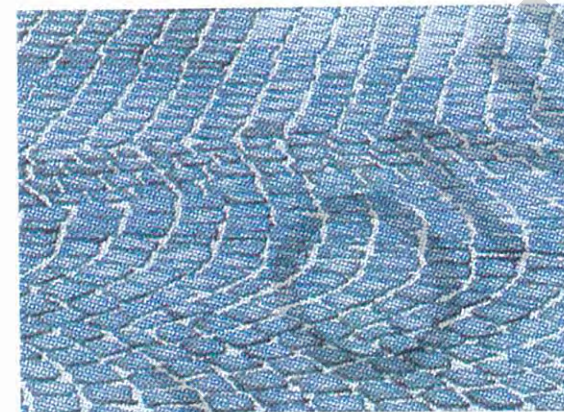


7. Plant Selection

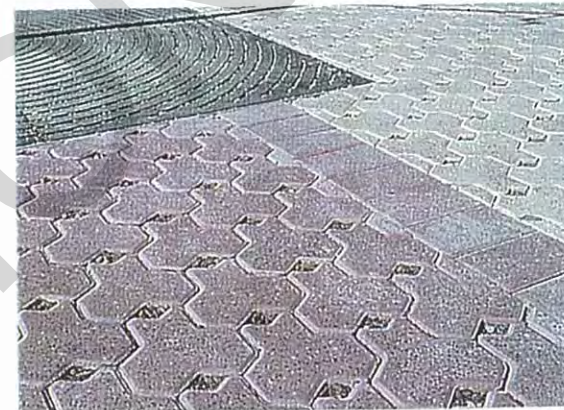
- Plant selections for Springthorpe are being designed to compliment the existing native and introduced vegetation species and design.
- Varying species to be considered for character to the different levels of public open space (public domains, streetscapes, intimate public spaces, etc.)
- In the interests of creating a unified image, a number of plant selection palettes for trees, shrubs and groundcover, accent and climbing plants have been designed to provide home owners with appropriate choices.
- Planting, along with overall landscape design, to be reviewed by Town Architect and Landscape Architect prior to construction.

8. Side and rear fences

- Unless in an area specified for particular treatment, fences are to be a maximum of 1800mm high, constructed of rendered/bagged masonry with paint finish; double sided timber batten (visually opaque and either painted or stained); timber palings (either painted or stained); Colorbond Miniorb (or similar) with timber posts and capping; or, a suitable combination of the above. The preferred fence type being timber battened or paling, with select masonry walls as feature fences.

Paving

Dai-sho Carpet Stone



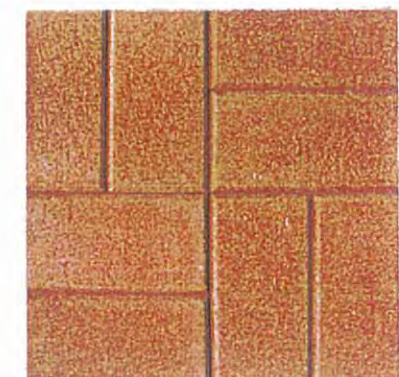
Rocla 'Ecotrihex' Pavers



C + M 'Charcoal' Paving Slab



C + M 'Charcoal' Stepstones



C + M 'Terracotta' Paving Slab

Paving



Selkirk 'Oatmeal' Pavers



Selkirk 'Yarra' Pavers



Selkirk 'Sandstone' Pavers



Paving



Sadler 'Lime' Stone



Sadler 'Mushroom' Stone



Sadler 'Sage' Stone



Sadler 'Steel' Stone

Roof Profiles



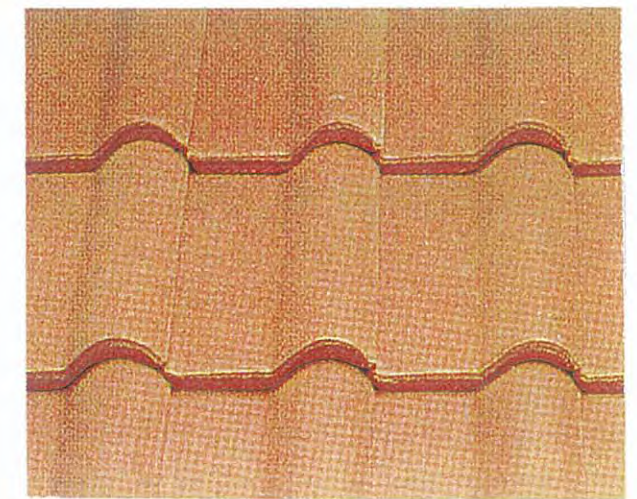
Monier Homestead Shingle 'Midnight'



Monier Classic Shingle
'Slate Grey'



Monier Traditional Shingle 'Charcoal'



Boral Montaro 'Swiss'

Paving



Flagstone 'Bluestone' Pavers



Flagstone 'Portsea' Pavers



Flagstone 'Terracotta' Pavers



Flagstone 'Stonhill' Pavers



Flagstone 'Mediterranean White' Pavers



Flagstone 'Silverstone' Pavers

Paving



Sadler 'Almond' Stone

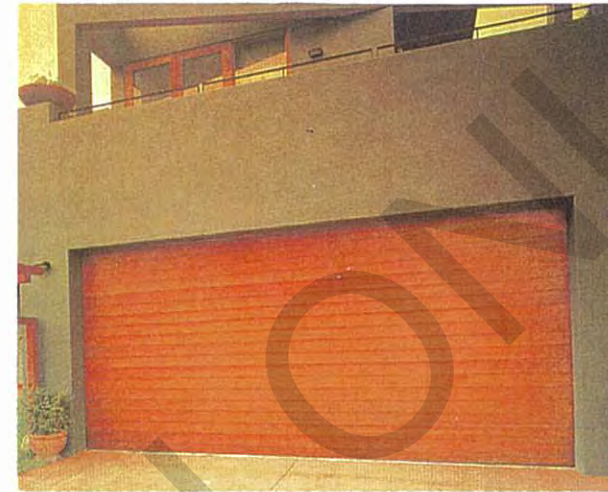


Sadler 'Sahara' Stone

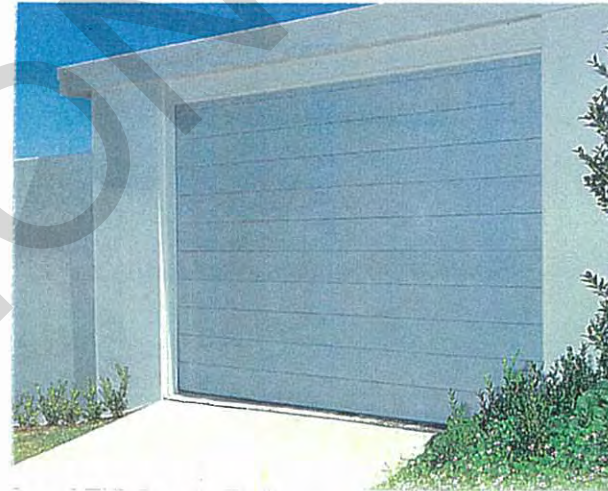


Sadler 'Stone' Stone

Garage Doors



B + D Panelift 'Western Red Cedar'



B + D Panelift 'Slimpanel'



Colorbond 'Slate Grey'



Colorbond 'Gull Grey'



Colorbond 'Birch'



Colorbond 'Stone'

Springthorpe

Design Guide
P10

Fencing



Colorbond Fencing



Colorbond 'Teatree'



Colorbond 'Hedge'



- Side fences to begin at point in line with front of house and extend to rear boundary, or any point behind this. Planting as boundary definition (fence) beyond front of house acceptable.
- Wall type fences behind the main face of the building are allowed, but must be integral with the building design.

9. *Additional fences*

- Additional fences are acceptable behind the main face of the building, but must integrate with the building design.
- Height to be a maximum of 1800mm.
- Construction as above (refer Side and Rear Fences).

10. *Driveways + Paving*

- Driveway widths to be a minimum of 2.8m, to allow at least one visitor car space.
- Single car widths for longer driveways, and dual car widths for shorter driveways are the general rule, with a view to provide the specified number of off-street car parks.
- They are to be paved with unit pavers; coloured, sandblasted or textured concrete; crushed rock; or, coloured concrete pavers.
- A preferred range of colours and textures is provided and decorative effects should be avoided. Generally non-glare mid-tones are sought with preference expressed for light brown to honey colours. Refer to the "Palette" section.

11. *Letterboxes*

- Letterboxes design to reflect main building character and design.
- To be located for convenient access by residents and as required by Australia Post.

12. *Outdoor Front Lighting*

- The use of garden lighting is strongly encouraged.
- Lighting such as in ground garden lighting (for highlighting mature feature trees) and pathway bollard lighting are the preferred types.

13. External Materials and Colours

- The palette of external materials and colours is to be refined during the design process, but are currently limited to those within and related to the accompanying schedules.
- Colours and materials in varying combinations are encouraged.

14. Public Open Space

The design treatments for road reserves, roundabouts, tree reserves and median strips shall:

- Promote the health and life span of all proposed and retained trees.
- Landscape design to have minimal impact on levels within the TPZ of existing trees.
- Proposed surface treatments shall be porous around the base of proposed and existing trees to ensure adequate water intake.
- Trees to have adequate protection from vehicles in areas adjacent to car parking.
- Be complementary and supportive of the existing native and historic environments.



8. The Palettes

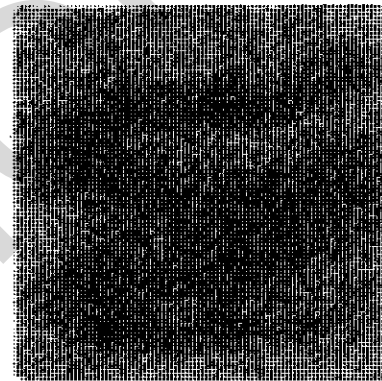
The following sheets show the preferred indicative palette ranges for the following surface treatments. The Town Architect will consider additional materials and combinations, if compatible with the current palette.

It is anticipated this palette will be developed during the development.

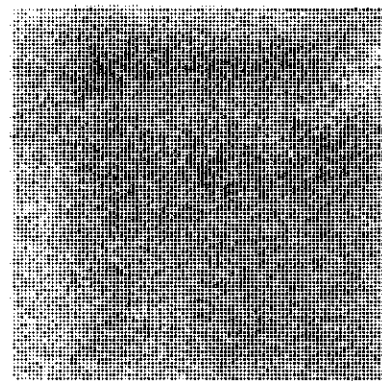
- Painted surfaces (light palette)
 - main external wall surfaces.
- Painted surfaces (medium palette)
 - highlight / feature external wall surfaces.
- Textured finishes
 - Any combination of these colours may be used, and equivalent colours from other manufacturers are acceptable provided they are to the highest industry standards.
- Natural finishes - these are indicative only and include: -
 - natural stained plywood or boarding
 - split-face blockwork in either of two colours
 - red or cream flush-jointed face brickwork.
- External Window and Door Frames
 - in Powdercoat colours (or equivalent paint colours if on timber). Clear anodised aluminium and clear stained timber are also acceptable.
- Roof Profiles
 - for terracotta or concrete tile.
 - for custom orb or 'plain tray' profile.
- Roof Colours
 - colorbond colours for metal roofs.
 - for concrete tiles.
- Paving
 - unit paving colours (equivalent colours required if using 'stamped' unit paver pattern in concrete).
- Garage Doors
 - Panel-lift or tilt-up doors preferred, with roller doors (to the street) not acceptable.
 - To be stained natural or painted timber boarding, or Colorbond colour from Palette range (or to compliment).

Painted Surfaces – Light Palette

Taubmans 'Whitehouse' T160-1W



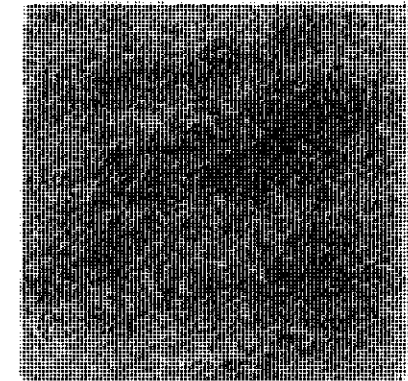
Taubmans 'Athena' T122-4W



Taubmans 'Eagle Crest' T160-4W



Taubmans 'Spun Sugar' 160-6A



Taubmans 'Ionic' T167-3W



Taubmans 'Hedgehog' T166-6W

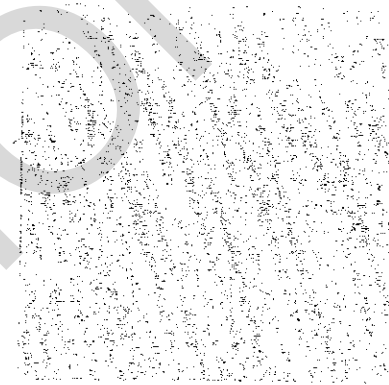
Springthorpe

Design Guide

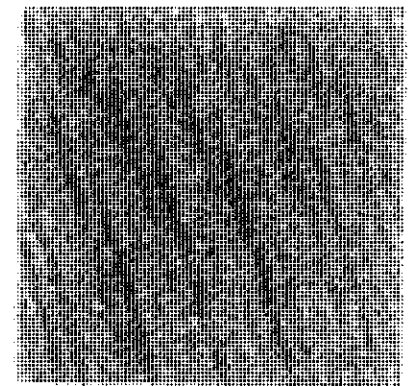
P1

Painted Surfaces – Light Palette

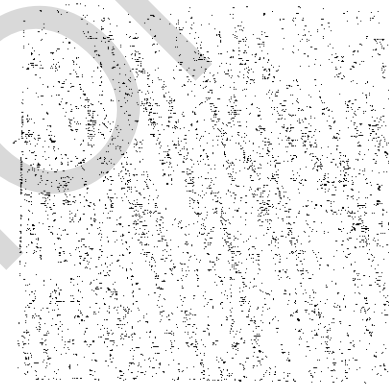
Taubmans 'Portland Stone' 122-2W



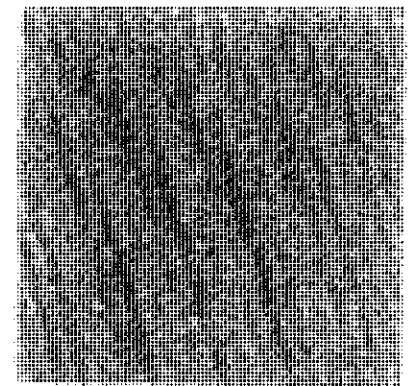
Taubmans 'Beige Chalk' T122-3W



Dulux 'Buffy' 30YY 60/104



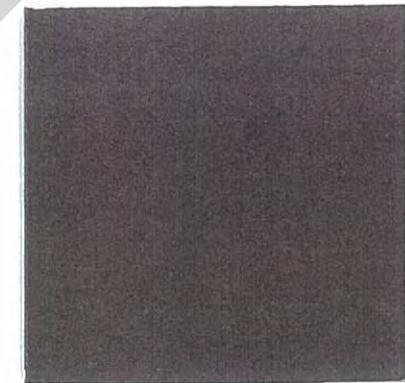
Dulux 'Burmese Beige' 40YY 51/084



Painted Surfaces – Medium Palette



Taubmans 'Blackened Green'
T159-8MGB



Dulux 'Deep Fuscia' P01-B7



Taubmans 'Belgium Chocolate' T120-8MB



Dulux 'Tuscan Sunset' P11-F7



Taubmans 'Cedar Rust'
T35-7A

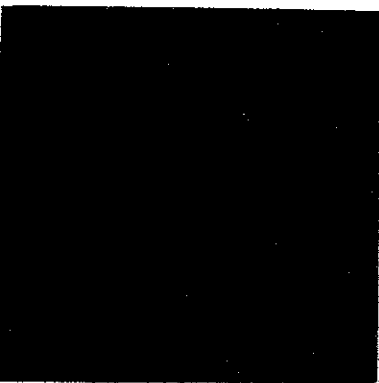


Taubmans 'Orange Flambe'
T30-7A

Painted Surfaces – Medium Palette



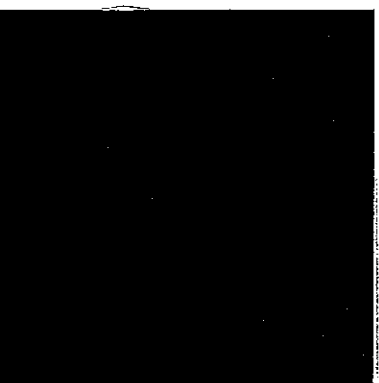
Dulux 'Slippery Rock'
R90YY 28/067



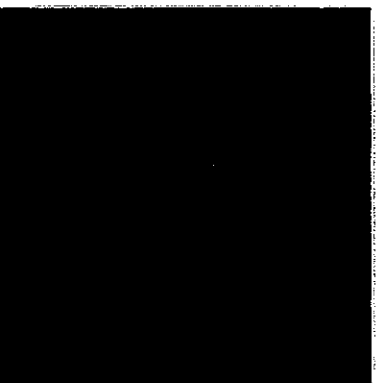
Dulux 'Deep Ravine'
60YY 28/139



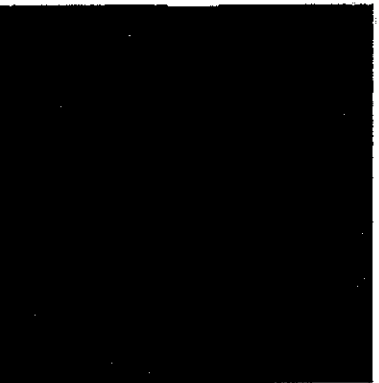
Dulux 'Tundra Pond'
30BG 10/055



Dulux 'Nomad' P10-D7



Dulux 'Colorbond Slate Grey'

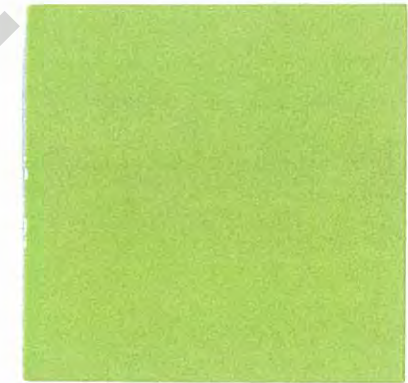


Dulux 'Drive Time' PG1-A6

Painted Surfaces – Medium Palette

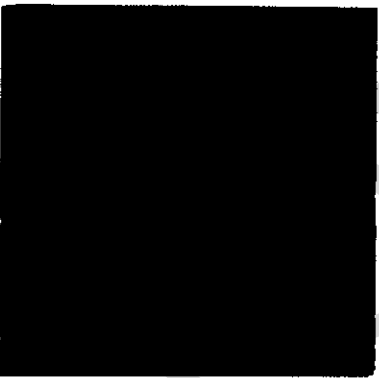


Dulux 'Tea Green'
50YY 30/270

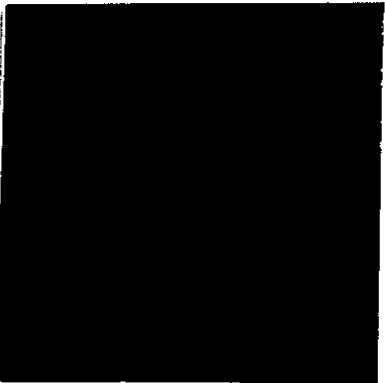


Dulux 'Prickly Pear'
45YY 49/375

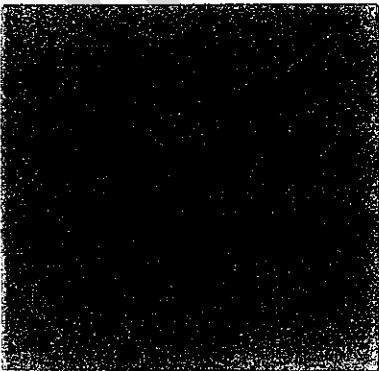
Door and Window Frame Finishes



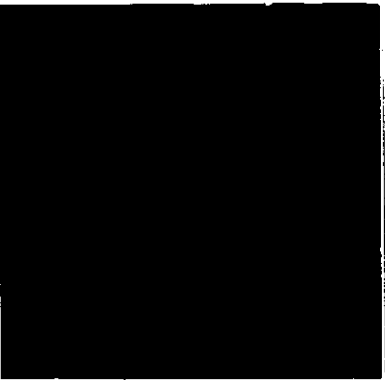
Jotun Powder Coatings
'Notre Dame'



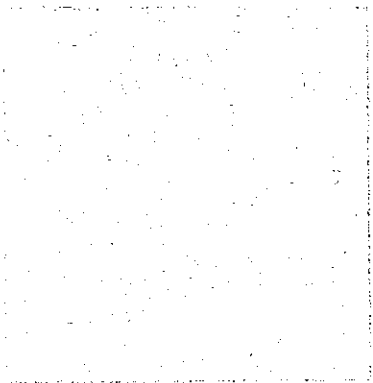
Jotun Powder Coatings
'Charcoal'



Jotun Powder Coatings
'A.P.O. Grey'



Jotun Powder Coatings
'Matt Black'



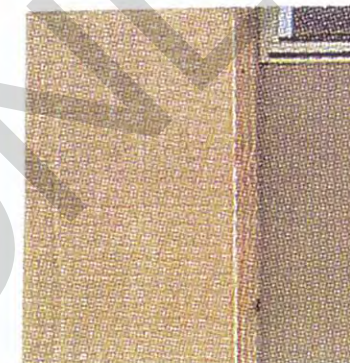
Jotun Powder Coatings
'Bond Off White'

'Western Red Cedar'

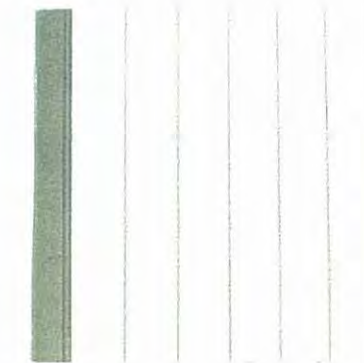
Natural Finishes



Tiling Weather Boards
'Western Red Cedar'



Ecoply 'Texture 2000'



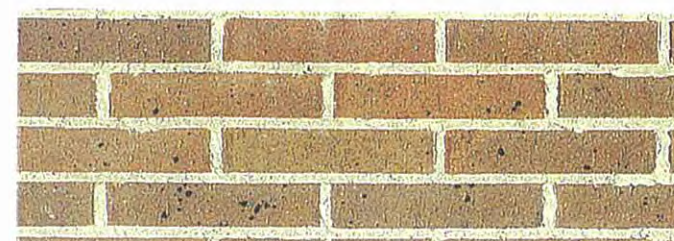
Ecoply 'Shadowclad'



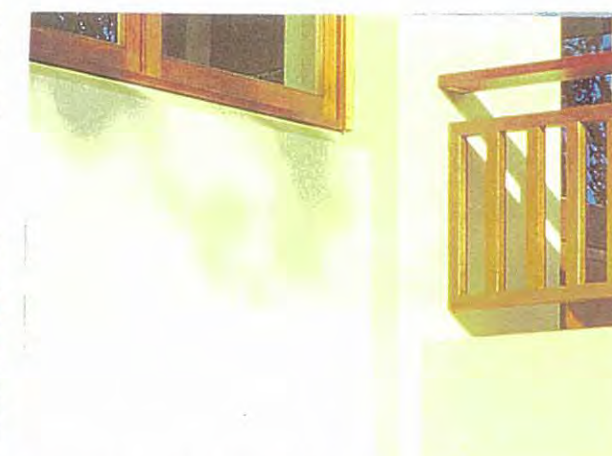
Pioneer Traditional 'Pressed Red'



Pioneer Traditional 'Beige Trevallyn'



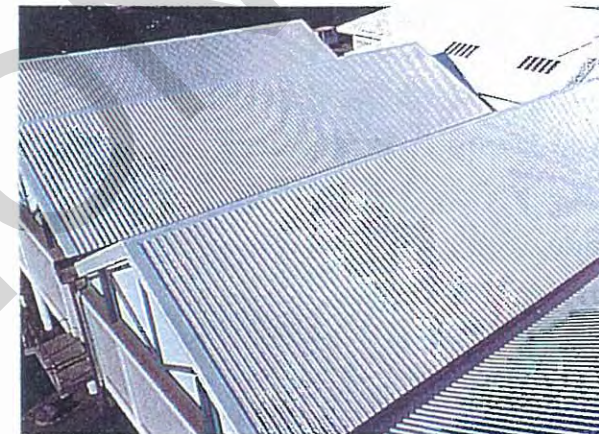
Pioneer Mediterranean Collection
'Sienna'



Smooth Render and Rough Cast

Roof Profiles

BHP Spandek Hi-Ten



BHP Klip-Lok 406



BHP Custom Orb



Colorbond 'Birch'



Colorbond 'Gull Grey'



Colorbond 'Stone'



Colorbond 'Armour Grey'



Colorbond 'Slate Grey'